

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: LIMITED DISTRIBUTION - OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 5606 TUSSING RD., REYNOLDSBURG, OH 43068-9005

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - To Provide Administrative Accounting, Inventory Control, Warehouse Handling and Storage Services for the Ohio Department of Commerce, Division of Liquor Control in Northwest, Southwest and Northeast Ohio.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twenty-four (24) months, effective June 1, 2008 through May 31, 2010.

Attached is pages 1, 5, 14 and 15 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to make changes to Pages 1, 5, 14 and to add Page 15 Summary of Amendments to contract.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Peggy J. Canada - peggy.canada@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

VENDOR ID: 77240
Hand-It, Inc.
5386 Majestic Parkway, Suite A
Bedford Hts., Ohio 44146-1744
E-mail: kpeters@handlit.com

VENDOR ID: 44555
Lewis & Michael, Inc.
1827 Woodman Dr.
Dayton, Ohio 45420
E-mail: Lewi095@IBM.net

VENDOR ID.: 48906
Spartan Warehouse & Distribution Co.
4140 Lockbourne Rd.
Columbus, Ohio 43207
E-mail: Steve@Spartanwarehouse.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

TO: LIMITED DISTRIBUTION – OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL,
5606 TUSSING RD., REYNOLDSBURG, OH 43068-9005

FROM: C. SCOTT JOHNSON, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: PURCHASING INFORMATION, BID CONTRACT NUMBER OT920000 (05/31/06)
Renewal through 05/31/10

TERM CONTRACT

To Provide Administrative Accounting, Inventory Control, Warehouse Handling and Storage Services for the Ohio Department of Commerce, Division of Liquor Control in Northwest, Southwest and Northeastern Ohio

QUANTITY AND DURATION: This contract shall cover the state's requirements from June 1, 2000, through May 31, 2006.

ESTIMATED ANNUAL REQUIREMENTS

Northwest (Cleveland)	Southwest (Cincinnati)	Northeast (Toledo)	
\$ 593,400.00	\$ 778,250.00	\$1,208,642.00	Annually
\$ 1,815.00	\$ 2,500.00	\$ 2,575.00	Bags Only

(More or Less)

CONDITIONS OF BID NUMBER OT920000, BECOMES PART OF THIS CONTRACT: All conditions and specifications set forth in Bid Number OT920000, dated April 14, 2000, and Pages 1 thru 9 of the INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, dated November 24, 1998, become a part of this contract.

"Any breach of this sales contract and all the provisions thereof, are governed by the laws of the state of Ohio."

SPECIAL NOTE: When applicable, any encumbrance made against this contract shall be accomplished on an ADM-0523, purchase order. EXCEPTIONS: Does not apply to state universities, state vocational schools, state community colleges and properly registered school districts, counties, townships, and municipal corporations located within the state of Ohio. These entities will utilize their own encumbering documents.

Hugh Quill, Director
Department of Administrative Services

- b. Upon filing of a petition in bankruptcy or insolvency by or against the contractor, the Department of Administrative Services may deem the contract terminated. Such termination shall not be a waiver of the Department's right to file claims against and receive payment for any and all damages it incurs as a result of such termination.
- c. The contract shall terminate May 31, 2006 unless otherwise extended in accordance with the optional renewal clause as listed above.
- d. Upon termination of the contract, it will be the contractor's responsibility to assist the Division of Liquor Control in the orderly removal of all stored items from the contractor's facilities. Such assistance will include the necessary labor and equipment to move said items from storage areas to the appropriate shipping dock for shipment by rail or truck as directed by the Department.
- e. Upon any assignment of this contract, the contractor will immediately be terminated, and liquidated damages will be applicable but liquidated damages will not be the State's exclusive remedy.

DEPARTMENT'S OPTIONS: The Division of Liquor Control reserves the right to change, or enlarge the warehouse district or consolidate any one or more of its warehouse districts.

CONTRACTOR'S AGREEMENT: The successful contractor agrees that it will make available any and all documents, books of accounts, corporate records, stockholders' ledgers, etc. at all times for inspection by the authorized employees of the State, by the officers or employees of the Auditor of State or any other governmental agency. Contractor and the state of Ohio recognize that in actual economic practice, overcharges resulting from anti-trust violations are usually borne by the state of Ohio. As consideration for the award of this contract, and intending to be legally bound, contractor assigns to the state of Ohio all right, title and interest to all claims and causes of action the contractor now has or may acquire under state or federal antitrust laws provided that the claims or causes of action relate to the goods or services that are the subject of this contract, and except as to any claims or causes of action which result from antitrust violations that occur after the price is established under this contract and that are not passed on to the state of Ohio. Additionally, the contractor warrants that each of its first tier suppliers and subcontractors will assign all such claims and causes of action to the state of Ohio, subject to the aforementioned provision and exception.

ELECTRONIC COMMERCE PROGRAM: The state of Ohio is an active participant in Electronic Data Interchange (EDI). This program will benefit both the state and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the state of Ohio to conduct all procurement activities through electronic commerce technologies by January 1, 2002, or sooner. All contractors are encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the state of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the state of Ohio through the electronic commerce technologies.

Electronic Data Interchange (EDI) is another major piece of the state's electronic procurement model. EDI is presently used for electronic purchase orders, invoicing, and payment of large dollar purchases. The program includes sending electronic purchase orders to the contractors, the receipt of electronic invoices from contractors and the transmission of payment and remittance information back to the contractors. A complete Implementation Guide, for doing business with the state of Ohio using EDI, can be found on the Internet at: "www.state.oh.us/ecedi". This guide contains all of the information necessary for company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location.

ELECTRONIC DATA REQUIREMENT: Upon notification of a contract award by DAS, the contractor(s) agree to supply product and/or service data in an electronic form as prescribed by DAS for use in an electronic catalog. The data will include descriptions and net pricing information for all supplies and/or services awarded to the contractor(s). The information is to be provided in both hard copy and electronic formats within ten (10) calendar days after notification of award. The contractor(s) will be responsible for providing approved changes to the product line and/or net pricing schedules to State Purchasing on a pre-defined time basis as determined by the terms and conditions of the particular contract.

The contractor(s) will provide data in an electromagnetic media and in a format specified at Internet address:

<http://www.gsd.das.state.oh.us/purch/pdfs/ebuyipur.pdf>

or, by calling the Fax Back System at (614) 728-5814 and entering Reference Number 20001.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Peggy J. Canada – * www.peggy.canada@das.state.oh.us.

*Indicates change effective 04/01/08.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

VENDOR ID: 77240

Hand-It, Inc.
5386 Majestic Parkway, Suite A
Bedford Hts., Ohio 44146-1744

CONTRACTOR'S CONTACT: Steve Burress, Kimberly Peters,

IT/MIS CONTACT PERSON: Mikhail Kiselman,

CONTRACTOR'S E-MAIL ADDRESS: kpeters@handlit.com

CONTRACTOR AND TERMS:

VENDOR ID: 44555

Lewis & Michael, Inc.
1827 Woodman Dr.
Dayton, Ohio 45420

CONTRACTOR'S CONTACT: David Lewis,

CONTRACTOR'S E-MAIL ADDRESS: Lewi095@IBM.net

CONTRACTOR AND TERMS:

VENDOR ID.: 48906

Spartan Warehouse & Distribution Co.
4140 Lockbourne Rd.
Columbus, Ohio 43207

CONTRACTOR'S CONTACT: Ed Harmon,

IT/MIS CONTACT PERSON: Steve Harmon,

CONTRACTOR'S E-MAIL ADDRESS: Steve@Spartanwarehouse.com

BID CONTRACT NO.: OT920000-3 (05/31/06)
*Renewal through 05/31/10

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (877) Handlit
Telephone: Steve Burress (440) 786-2200 ext. 206
Telephone: Kimberly Peters(440) 786-2200 ext. 208
FAX: (440) 786-2094

IT/MIS: (440) 786-2200 ext. 226
FAX: (440) 786-7700

BID CONTRACT NO.: OT920000-1 (05/31/06)
*Renewal through 05/31/10

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 543-3524
Telephone: (937) 252-6683
FAX: (937) 252-7678

BID CONTRACT NO.: OT920000-2 (05/31/06)
*Renewal through 05/31/10

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Telephone: (614) 497-1777
FAX: (614) 497-1808

IT/MIS: (614) 497-1777

*Indicates changes effective 04/01/08.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	04/01/08	This addendum is issued to renew the subject contract an additional twenty-four (24) months effective June 1, 2008 through May 31, 2010. Also to make changes to Pages 1, 5, 14 and to add Page 15 Summary of Amendments to contract..
3	06/01/06	This addendum is issued also to change the street address, e-mail address, contract contacts and telephone numbers for Handl-it, Inc.
2	06/26/00	Amendment is issued to cancel a contractor and to award to another contractor
1	06/02/00	Amendment is issued to change the estimated annual requirements for Northwest (Toledo) and Northeast (Cleveland)