

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. 1

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - MICROWAVE OVENS, COMMERCIAL

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 12/01/11 through 11/30/13.

Attached are pages 1, 4, 5, 9 and 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

In addition to the mutual renewal above this amendment is issued to change the DAS contact on page 1 of the contract, to update the CONTRACTOR REVENUE SHARE and USAGE REPORT clauses on pages 4 and 5 of the contract and to add a Summary of Amendments Page 10 to the contract.

All other prices, terms and conditions remain unchanged.

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

Walter Schneider
walter.schneider@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):

0000043212

Cincinnati Ice Machine Co.
2350 Gilbert Avenue
Cincinnati, OH 45206

cgangloff@fuse.net



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

REQUIREMENTS CONTRACT: MICROWAVE OVENS, COMMERCIAL

CONTRACT No.: RS900409

EFFECTIVE DATES: 12/01/08 to 11/30/11
Renewal through: 11/30/13 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900409 that opened on 09/03/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Walter Schneider *
walter.schneider@das.state.oh.us *

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

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

* Changed by Amendment #1 effective 12/01/11

Signed: _____
Robert Blair, Director Date

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: State of Ohio Treasurer and forward the check to the following address: *

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk or via Email in Excel format) 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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider, walter.schneider@das.state.oh.us *

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this bid is to obtain a contractor(s) to provide commercial microwave ovens, as specified herein, for purchase by the state of Ohio and other entities indicated on page 1 of the bid. As indicated herein, all items are to be shipped F.O.B. destination, transportation charges prepaid, inside dock delivery. The term of the contract shall be from date of award through November 30, 2011.

B. Classification

1. Microwave Ovens, commercial use

a. Dial Control

1. 1000 watts

b. Touch Pad Control

1. 1000 watts

II. APPLICABLE DOCUMENTS

Where applicable unless otherwise stated in these specifications, the following documents and the latest revisions thereof, form a part of these specifications.

- A. ASTM F1360-93 (1999), Standard Specification for Ovens, Microwave, Electric and any amendments thereafter.
- B. 21 CFR, Section 1030.10 – Performance Standards for Microwave and Radio Frequency Emitting Products.
- C. National Sanitation Foundation, Standard Number 4 - "Commercial Cooking and Hot food Storage Equipment."
- D. Underwriters' Laboratory, Inc., #UL923 - "Microwave Cooking Appliances".
- E. 10 CFR, Dept. of Energy, Part 430 - "Energy Conservation Program for Consumer Products, Test Procedures for Kitchen Ranges, Cook Tops, Ovens, Microwave Ovens as reported in the Federal Register, Volume #62, #192, October 3, 1997.

* Changed by Amendment #1 Effective 12/01/11

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS900409-1 (11/30/13) *



43212
The Cincinnati Ice Machine Co.
2350 Gilbert Ave
Cincinnati, OH 45206

DELIVERY: 14 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Chuck Gangloff

Toll Free Telephone: (800) 949-0665
Telephone: (513) 861-9000
FAX: (513) 861-0407
E-mail: cgangloff@fuse.net

* Changed by Amendment #1 Effective 12/01/11

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	12/01/11	Issued to mutually renew this contract for twenty-four (24) months effective 12/01/11 through 11/30/13 and to make changes to the USAGE REPORT and CONTRACTOR REVENUE SHARE clauses of the Contract.

