

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

MANDATORY USE CONTRACT FOR: LIQUOR BAGS, PAPER

CONTRACT No.: OT906708

EFFECTIVE DATES: 03/01/2008 to 02/28/2011
Renewal through 02/28/13 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906708 that opened on 02/05/08. 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 OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL, 6606 TUSSING RD., REYNOLDSBURG, OH 43068, 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:

Jennifer Shaefer **
jennifer.shaefer@das.state.oh.us

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

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Contract renewed 03/01/12 – 02/29/13

** Denotes contact update with Amendment 4.

Signed: _____ Date _____
Robert Blair, Director

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AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within seven (7) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

AUTHORIZED DEALER STATEMENT: Bidders responding to this Invitation to Bid must be authorized dealers or manufacturers of the products they are bidding. Bidders should submit, with the bid, certification attesting to the fact they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within seven (7) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period will result in the bidder being deemed as not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding price per thousand and then add these totals together.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Shaefer. *

*Denotes contact update with Amendment 4.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIFICATIONS FOR LIQUOR BAGS, PAPER

- I. SCOPE: The purpose of this bid is to obtain a contractor to supply Liquor Bags, Paper to various warehouses on behalf of the Ohio Department of Commerce, Division of Liquor Control. Orders will be placed quarterly, in truckload quantities. The contractor shall make delivery, FOB destination prepaid. The term of any ensuing contract is to be three (3) years, from March 1, 2008 through February 28, 2011.
- II. GENERAL REQUIREMENTS
 - A. CHANGE OF SOURCE(S): The successful bidder(s) shall not change, unless approved by the state in writing, the manufacturing source(s) specified in their bid. Failure to comply with this requirement may subject the resulted contract to cancellation.
 - B. RECYCLED CONTENT: Either Virgin or Recycled liquor bags may be offered. Vendors may contact the Ohio Department of Natural Resources, Division of Recycling and Litter Prevention at (614) 265-6363, for a listing of recycle content product manufacturers.
 - C. WORKMANSHIP: All products shall be free from defects, which may affect their durability, serviceability, and appearance. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. All products must comply with applicable industry standards for manufacturing quality control and quality assurance. Bidders may be required to submit descriptive literature, detailed specifications, and samples to verify quality standards.

II. GENERAL REQUIREMENTS, CON'T.

- D. CASE PACKING: Unless indicated otherwise, all items shall be packaged according to normal industry standards. Orders placed against this contract will be in full case lots only. No broken case/roll lots will be ordered from this contract.
- E. PACKING AND LABELING: Cartons or packages furnished to the State as a result of an awarded contract shall be packaged and labeled in accordance with the best industry practices and shall meet all state and federal regulations for such products including all labeling and imprint requirements. All items furnished shall be packaged in such a manner to protect contents from deterioration, prevent loss or damage and to facilitate handling of the item. Any evidence of such defects, which detract from the appearance or may impair serviceability, shall be cause for rejection. Cartons shall be properly marked as to their contents including warning statements, if any.

III. SPECIFICATIONS

- A. All bags shall be manufactured from brown Kraft paper in sizes and basis weights as indicated in the pricing section of this Invitation to Bid.
- B. Bags shall be packed in bales and banded on reusable pallets. Variation in bale size will be acceptable if commonly used in the marketplace for the commodity.
- C. There shall be no visible defects such as tears, over-gluing, or imperfect seam seals.
- D. Bags shall be ordered in truckload lots, either as one item or assorted items, for shipment to any one or group of the following State Liquor Warehouses. During the term of this contract the warehouse addresses may change within a specific district, however, the major city will not change.
 - District A: Lewis & Michaels, Inc., 2940 Highland Ave., Cincinnati, OH 45212 – Ron Confer – (513) 731-2012 – FAX: (513) 731-2072
 - District B: Spartan Warehouse & Dist. Co., 4150 Spartan Dr., Oregon, OH 43606 – Chuck Harrison (419) 691-3111 – FAX: (419) 691-3831
 - District C: North Coast Logistics, Brentnell Ave., Columbus, OH, 43219 – Andrew Royce - (614) 253-8624 - FAX: (614) 253-8630
 - District D: Handl-it, Inc., 20001 Euclid Ave., Euclid, OH 44117 – Jim Hudson – (216) 481-5638 – FAX: (216) 481-0918
- E. All items in this category shall be delivered on 48" x 40" GMA pallets at no additional charge. Pallets are available for exchange. Delivery appointments are necessary. Failure to ship merchandise on pallets will result in the rejection of the shipment by the ordering agency.

PRICE SCHEDULE

LIQUOR BAGS, PAPER

ITEM ID NO	DESCRIPTION	MANUFACTURER	STOCK NUMBER	BALE PACK	PRICE PER BALE
9288	Pint Liquor Bag 35# brown Kraft paper Pinch Bottom Width: 4" Depth: 2 1/4" Length: 11 1/2"	AJM	LP35NP4M	4,000/bale (53 Lb./bale)	\$60.01 *
3634	Quart Liquor Bag 35# brown Kraft paper Pinch Bottom Width: 4 1/2" Depth: 2 1/2" Length: 16"	AJM	LQ35NP2M	2,000/bale (42 Lb./bale)	\$40.02 *
7907	2 Quart Liquor Bag, 12# 40# brown Kraft paper Automatic Square Bottom Width: 7 1/16" Depth: 4 1/2" Length: 13 3/4"	AJM	GB12NP1M	1,000/bale (37 Lb./bale)	\$30.55 *
3361	4 Quart Liquor Bag, 25# 57# brown Kraft paper Automatic Square Bottom Width: 8 1/4" Depth: 5 1/4" Length: 18"	DURO	80047	500/bale (41 Lb./bale)	\$34.31 *

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906708-1 (02/28/13)



65321
 Allstate Industrial Inc
 5022 Lorain Ave.
 Cleveland, OH 44102

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mr. Rafael Rivera

Telephone: (216) 939-8195
 Toll Free No.: (800) 251-4811
 FAX: (216) 939-8201
 e-mail: allstateinc@sbcglobal.net

* Denotes a price increase effective with all orders received on or after April 1, 2012.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
5	04/01/12	Price increase effective 04/01/12.
4	03/01/12	Twelve (12) month mutual renewal, thru 02/28/13
3	03/20/11	Price increase
2	02/28/11	Twelve (12) month mutual renewal, thru 02/29/12
1	10/12/08	Price increase