



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: Medication Cup Supplies

CONTRACT No.: OT901916

EFFECTIVE DATES: 06/01/2016 to 12/31/2018

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901916 that opened on 12/21/15. 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](#) (Revised 10/2013), 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 Department of Mental Health and Addiction 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.

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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## SPECIAL CONTRACT TERMS AND CONDITIONS

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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

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 five (5) 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 (e.g. 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.

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 five (5) 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within five (5) business 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.

MINIMUM ORDER: The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than fifty (\$50.00) dollars.

SPECIAL CHARGES: There shall be no additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

**BRAND NAMES:** In the following specification requirements trademarks, brand names, manufacturer's names, catalogues/style/product numbers and products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. The listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalogue/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards. Product offered by the Bidder shall be equal or better than the brand or specified product referenced in the Bid document. Subsequent to award, product listed in the Contract may not be substituted without the prior approval of the Department of Administrative Services (DAS), Office of Procurement Services (OPS).

All products shall be fit for use for the intended purposes specified herein. Product sample(s) and/or literature may be evaluated by using agencies to determine if it meets the functional, performance, aesthetic, and safety needs of the institution. All products must meet the Specifications and Requirements, as indicated herein. Final approval of the aesthetic and functional quality will be by DAS.

Subsequent to award, if DAS determines that the product awarded does not meet the Brand Name standard, the Contractor will be required to provide product that does meet the Brand Name standard, at the price bid, within the required delivery time. If the Contractor fails to provide the product, as specified, the State may buy substitute supplies from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies, less any expenses or costs saved by Contractor's default, from Contractor.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, to determine the low lot total, the state will divide the Price per Case by the Offered Case Size to arrive at the unit cost (EA) for the line item. Next, the unit cost will be multiplied by the estimated annual usage listed in the bid for the line item total, and then the line item totals will be added together to arrive at the low lot total of all line items. If the estimated annual usage is unknown (unkn), zero, blank, or otherwise undefined, then the estimated annual quantity of one (1) will be used for calculation purposes. Failure to bid all items may result in the bidder being deemed not responsive.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) 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

### I. SCOPE AND CLASSIFICATION

#### A. Scope:

These specifications shall cover the purchase of medication cup supplies, which include various cups and lids. The term of any contract awarded pursuant to this bid shall be for the period beginning upon the date when DAS signs the Contract through December 31, 2018.

#### B. Classification:

There are six (6) Line Items. Note: Contract will be awarded by Low Lot Total.

1. Cup, Wax Coated Paper Cold Drink, 3 Ounces
2. Cup, Paper Souffle Portion, 1 Ounce
3. Medicine Cup, Graduated, 1 Ounce
4. Medicine Cup, Graduated, 30 Milliliter
5. Lid for 1 Ounce Graduated Medicine Cup
6. Lid for 30 Milliliter Graduated Medicine Cup

### II. APPLICABLE DOCUMENTS

The latest revisions of the following documents shall apply.

- A. All applicable section(s) of the Code of Federal Regulations (including, but not limited to Titles 21 and 29);
- B. All applicable section(s) of the Ohio Pure Food, Drug, and Cosmetic Law;
- C. All applicable section(s) of Federal Food, Drug, and Cosmetic Act.
- D. United States Pharmacopoeia (USP), USP38-NF33 or current applicable volume(s).

### III. GENERAL REQUIREMENTS

- A. Manufacturer and the Contractor shall conform to the Food and Drug Administration, and OSHA rules and regulations, governing the manufacturing, packaging, and distribution of the cups and lids described herein.
- B. All products, as listed herein, shall be suitable for human medicinal use.
- C. All items shall have an associated catalog number, and lot or batch number which can be traced to identify defective lot, if any, and to reorder respectively.
- D. All items shall be clean, as required, and wrapped and packaged appropriately to insure cleanliness.
- E. All products shall be fit for use for the intended purposes specified herein, and packaging shall be appropriate and not excessively difficult to open and use.
- F. Products shall be of recent manufacture. Upon delivery the product shall have a minimum of 80% of its original shelf life (as manufactured) remaining, as applicable.
- G. All products must meet or exceed the quality level and performance of the items referenced in the Price Pages, under the headings of Description, Manufacturer, and Manufacturer Part Number. Workmanship and quality is to be first class throughout. All products are to be free from manufacturing defects or other imperfections which may detract from their appearance and/or may impair their serviceability.
- H. The "Medicine Cup, Graduated, 1 Ounce" and "Lid for 1 Ounce Graduated Medicine Cup" must fit securely with each other. The "Medicine Cup, Graduated, 30 Milliliter" and "Lid for 30 Milliliter Graduated Medicine Cup" must fit securely with each other. Lids must remain secure to their corresponding medicine cups until intentionally removed by hand.

SPECIFICATIONS (Continued)

IV. REQUIREMENTS FOR CUPS AND LIDS

A. Cup, Wax Coated Paper Cold Drink, 3 Ounces:

1. Approximate Dimensions ( $\pm 1/16$ " ): Base Diameter: 1-1/2", Top Diameter: 2-1/4", Height: 2-5/16".
2. Material: Wax coated paper, white, printed pattern (optional). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 3 ounces, minimum

B. Cup, Paper Souffle Portion, 1 Ounce:

1. Approximate Dimensions ( $\pm 1/16$ " ): Base Diameter: 1-1/4", Top Diameter: 1-11/16", Height: 1-5/32".
2. Material: Paper, white, resistant to penetration of liquid medicine, for hot and cold applications. Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 1 ounce, minimum

C. Medicine Cup, Graduated, 1 Ounce (OZ):

1. Approximate Dimensions ( $\pm 1/16$ " ): Base Diameter: 1-1/8", Top Diameter: 1-13/16", Height: 1-5/16".
2. Material: Material: Colorless, translucent plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 1 ounce, minimum
4. Calibrations: 1/8 to 1 fluid ounces, 1 to 2 tablespoons, 2.5 to 30 milliliters/CC, 1/2 to 1 teaspoon.

D. Medicine Cup, Graduated, 30 Milliliter (ML):

1. Approximate Dimensions ( $\pm 1/16$ " ): Base Diameter: 1-1/8", Top Diameter: 1-13/16", Height: 1-5/16".
2. Material: Material: Colorless, translucent plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Capacity, volume: 30 milliliters, minimum
4. Calibrations: 2.5 to 30 milliliters (ML).
5. Units: ML is mandatory. CC is an acceptable addition, if equal to ML. No other units are acceptable.

E. Lid for 1 Ounce Graduated Medicine Cup:

1. Approximate Dimensions ( $\pm 3/16$ " ): Diameter: 1-15/16", Height: 1/4".
2. Material: Material: clear plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Compatibility: Must securely fit and cover the opening of the 1 Ounce Graduated Medicine Cup, above, until removed by hand. Upon assembly with the 1 Ounce Graduated Medicine Cup, above, and being filled with 1 fluid ounce of water, this assembly must be able to withstand being stacked three (3) high without failure or tipping over on a stable, level surface.

SPECIFICATIONS (Continued)

F. Lid for 30 Milliliter Graduated Medicine Cup:

1. Approximate Dimensions ( $\pm 3/16$ " ): Diameter: 1-15/16", Height: 1/4".
2. Material: Material: clear plastic (polypropylene). Thickness and quality shall be appropriate for normal use, per Section III., General Requirements.
3. Compatibility: Must securely fit and cover the opening of the 30 Milliliter Graduated Medicine Cup, above, until removed by hand. Upon assembly with the 30 Milliliter Graduated Medicine Cup, above, and being filled with 30 ML of water, this assembly must be able to withstand being stacked three (3) high without failure or tipping over on a stable, level surface.

PRICE SCHEDULE

OAKS ID	OSS STOCK NO.	DESCRIPTION	AWARDED ITEM ID	CASE SIZE	PRICE PER CASE (CS)
29633	525-50-5001	CUP, WAX COATED PAPER COLD DRINK, 3 OUNCES	R3-00055	5000/CS	\$ 173.15
29634	525-62-5002	CUP, PAPER SOUFFLE PORTION, 1 OUNCE	100-2050	5000/CS	\$ 37.65
29635	305-34-5029	MEDICINE CUP, GRADUATED, 1 OUNCE	MC-79	5000/CS	\$ 46.95
29636	525-62-5006	MEDICINE CUP, GRADUATED, 30 MILLILITER	0105-0100	5000/CS	\$ 42.45
29637	TBD	LID FOR 1 OUNCE GRADUATED MEDICINE CUP	PL 1	2500/CS	\$ 21.65
29638	TBD	LID FOR 30 MILLILITER GRADUATED MEDICINE CUP	PL 1	2500/CS	\$ 21.65

CONTRACTORS INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT901916



MINORITY BUSINESS ENTERPRISE

0000065321

Allstate Industrial, Inc.  
5022 Lorain Avenue  
Cleveland, OH 44012

DELIVERY: 5 Days A.R.O.

TERMS: Net 30

CONTRACTOR'S CONTACT: Raphael (Ralph) Rivera

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