

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

REQUIREMENTS CONTRACT: BAGS, PACKAGING FILM AND TRANSFER CASES

CONTRACT No.: OT908809

EFFECTIVE DATES: 06/01/09 to 05/31/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908809 that opened on 04/29/09. 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 DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, PICKAWAY CORRECTIONAL INSTITUTION, 11781 STATE ROUTE 762, ORIENT, OHIO 43146, 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:

Jack Hill II, CPPB

jack.hill@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>

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Hugh Quill, Director

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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.

MINIMUM ORDER: No order shall be placed against this contract for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against this contract for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than one hundred fifty (\$150.00) dollars.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) 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.

SITE VISIT: A site visit will be held on April 20, 2009 at Pickaway Correctional Facility, 11781 State Route 762, Orient, Ohio 43146 to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at 9:30 A.M., barring any unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The State will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their failure to attend and/or arriving after the site visit has convened.

Please contact Thomas Calvert by April 16, 2009 at (614) 877-4362 (Ext 510) during regular business hours (8:00 am to 4:00 pm) to make arrangements for authorization to enter the facility.

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 ten (10) 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 ten (10) 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.

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 designated in the category by its corresponding unit price and then add these totals together. Although there will be separate (category) awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category of product.

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.

## SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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".

**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: Jack Hill II.

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### SPECIFICATIONS

#### I. SCOPE AND CLASSIFICATION:

##### A. SCOPE:

1. The Department of Rehabilitation and Corrections, Ohio Penal Industries (OPI) requires various types of materials for use in their milk and juice production. These items will be used in the production and transportation process. These items are delineated into four (4) categories.

##### B. CLASSIFICATION:

1. Five (5) gallon plastic bags with nine (9") inch tube.
2. Five (5) gallon transfer cases (crates).
3. Filler Machine Specifications.
4. Polyethylene single-wound sheeting, .002 mil.

#### II. REQUIREMENTS:

##### A. Five (5) Gallon Plastic Bags:

1. The bags shall be made of linear low density FDA approved polyethylene.
2. The bags shall contain a nine (9") inch tube, wrapped individually to ensure effective sanitation. The tube filler hole shall be located approximately two to four (2-4") inches diagonal from the right hand corner. The tube shall be plugged.
3. The bags shall be heavy duty, two (2) ply, double-walled, with an overall minimum thickness of 3.2 (.0032") mils.
4. The bag dimensions shall be approximately 23-1/2" (length) x 20-3/4" (width).

SPECIFICATIONS (Cont'd.)

B. Five (5) Gallon Transfer Cases (Crates):

1. The standard height cases (5-gallon transfer cases) for 5 gallon bulk transfer plastic bag:
  - a. Outside Dimension - 13-1/8" Length, 13-1/8" Width, 11-9/16" Height.
  - b. Inside Dimensions - 12-1/8" Length, 12-1/8" Width, 10-7/8" Height.
2. The minimum weight shall be approximately 4 pounds per case with 4 inch width splash panels on 4 sides and double drag rails on bottom - all 4 sides.
3. The cases shall have smooth rounded interiors with a 1 inch grid bottom; 1/2" depth reinforced and be molded from strong resilient high-density polyethylene.
4. The load capacity shall be 45 pounds minimum and be nestable for stacking; strength for stacks seven (7) crates high.
5. The contractor shall print logo two (2) opposite sides which shall state "OPI DAIRY", in white letters, with a dark green case color.

C. Filler Machine Specifications:

1. Bidder awarded Category 1 shall assume the costs and responsibility (i.e. maintenance) of supplying the necessary filler machine for use with the bags bid. Filler machine must be comparable in style and capacity to filler machines such as Liqui-Box Premier 1000 Dual Head. If the contractor is furnishing equipment other than the brand currently in use by PCI, the contractor shall also furnish all necessary parts and/or fittings to allow PCI to utilize the remaining inventory of bags and/or liners from the current contract.
2. Dual fill heads to be positioned close to each other for single operator ease.
3. High speed positive uncapping and recapping with automatic and manual start must be made available.
4. Product fill rate of 7 (seven) 5 gallon bags per minute with a maximum flow rate of one gallon per second. Accuracy rate to be 0.3% by volume. Shall be a high accuracy metering filling system with digital system.
5. Fill head to raise and lower to accommodate different size bags with roller conveyor table top to transfer bags to case.
6. Allen-Bradley Control system to be of rugged construction to enable machine to be used in a 24 hour operation. Frame to be of stainless steel with adjustable legs that can be adjusted plus or minus two (2) inches.
7. Fill heads to be arranged to facilitate cleaning by a chlorinated cleaning product. Filler machine shall accept PCI-owned sanitation equipment for automatic sanitation of filler heads.
8. All product contact surfaces to be of stainless steel and Teflon. Machine to conform to U.S.D.A. requirements and to be compatible with Dairy Products. Machine to be used solely with milk products.
9. Air operated fill valves with wing clamp break down for cleaning and access to parts.
10. Power: 208 Volts - Air CFM at 80 - 90 psi.

SPECIFICATIONS (Cont'd.)

D. Clear Polyethylene Single-Wound Sheeting Film .002 mil:

1. Shall be 17" o.d. (+/- 1") roll x 11-1/16" wide x .002" thickness. To be shipped manufacturer's standard rolls per pallet (approximately 1600 lb. pallet delivery).
2. Sheeting will be used in Prepack Packaging machine, HO, ET 160, to form 1/2 pt. through 1/2 gallon fluid pouches. Film must form seams and seal.
3. Any required Federal and/or state certification or other documentation shall be included with each shipment. Shipments received by PCI which do not include required Federal and/or state certification or other documentation will be rejected and will be returned to the contractor at his expense.
4. Both the single-wound sheeting film and the plastic overwrap used for each roll must comply with Section 177.1520 "Olefin Polymers", of the U.S. Food and Drug Administration (USDA), Title 21, Code of Federal Regulations.

NOTE: This material will form pouches that will be filled with milk. Therefore, the material must be supplied by a manufacturer who is currently I.M.S. certified under single-service containers and related products.

5. A copy of the manufacturer's certification (FDA Form 2359-D) is to be submitted with the bid or the bid may be deemed non-responsive and no further consideration for award may be given.
6. Film must be certified and approved for dairy use by the F.D.A. and I.M.S. for making pouches to contain milk as follows:
  - a. All film supplied for the pouch packaging of milk and dairy products must comply with Section 175 through 178 of The United States Food and Drug Administration Title 21 Code of Federal Regulations, as it is in effect on the date of this bid award.
  - b. All film produced for dairies for the packaging of single service containers and related products for milk and dairy products must be produced by a manufacturing plant that is currently certified and listed under the Interstate Milk Shippers (I.M.S.) list for sanitation compliance and enforcement ratings of I.M.S. as outlined by the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration.
  - c. Both federal and state agencies administer these regulations.

III. NOTES:

- A. Performance Guarantee: Documentation is to be supplied, with bid submission attesting to the rejection rate which can be expected under normal operation on high speed equipment. For example, 1 rejection per 1,000 produced giving a rejection rate of less than 0.10%. The rejection rate should be in the range of 1-2% or less.
- B. Patent Infringement Protection: There are patents which apply to the production of pouches on vertical form, film and seal fillers. Bidder must certify that polyethylene film being supplied will not in any way result in infringements upon any patents of Prepac, DuPont, Thimmonier, or any other film or machinery manufacturer for the production of pouches on a vertical form, fill and seal filler.
  1. If the film is found to be in violation of any patents, the contractor will be responsible for all products, legal and financial costs which includes any loss of business and/or revenue associated with the patent claims.
- C. Bidders should familiarize themselves with the Workers' Compensation; and Automobile and General Liability Insurance listed on page 10 of the Supplemental Contract Terms and Conditions. Bidders will be required to meet these requirements when requested.

NOTE: Pricing shall be in U.S. funds.

CATEGORY 1:

ITEM ID NO.	OPI ITEM NUMBER	DESCRIPTION	MFG. OFFERED	CONTAINS RECYCLED MATERIALS	PRICE EACH 100-999	CONTRACTOR
3057	039363	5 GALLON BAGS WITH 9" TUBES	DUPONT LIQUI - BOX	NO	\$ .75	ATS PACKAGING

MAKE AND MODEL OF FILLER MACHINE TO BE PROVIDED TO PCI: 1000 C 2T-0

CATEGORY 2:

ITEM ID NO.	OPI ITEM NUMBER	DESCRIPTION	MFG. OFFERED	CONTAINS RECYCLED MATERIALS	PRICE EACH	CONTRACTOR
8026	019363	5 GALLON TRANSFER CASE WITH PRINTED LOGO	THE MAGNUS CO.	NO	\$ 2.98	THE MAGNUS CO.

CATEGORY 3:

ITEM ID NO.	OPI ITEM NUMBER	DESCRIPTION	MFG.	CONTAINS RECYCLED MATERIALS	PRICE PER POUND	CONTRACTOR
10047	029363	CLEAR POLYETHYLENE SINGLE-WOUND SHEETING FILM, 2 MIL	EXOPACK	NO	\$1.365	ATS PACKAGING

Normal order lots for delivery to Pickaway Correctional Institution may or may not be in full truckloads.

CONTRACTOR'S INDEX

CONTRACTOR, TERMS AND SHIPMENT:

CONTRACT ID NO.: OT908809-1 (05/31/12)



\*30919  
ATS Packaging Systems  
1933 E. Dublin Granville Rd.  
Columbus, OH 43229

SHIPPED: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Clint Arnold,

Telephone: (614) 890-5892

FAX: (614) 890-5892

E-Mail: [atspkgsys@wowway.com](mailto:atspkgsys@wowway.com)

ITEM ID NO.: 9960; Delivery charges on orders totaling less than \$150.00 minimum.

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\*168506  
The Magnus Company  
12920 Stone Creek Dr.  
P.O. Box 294, Suite F  
Pickerington, OH 43147

CONTRACT ID NO.: OT908809-2

SHIPPED: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR, CONTACT: Howard Van Huffel,

Toll Free (877) 962-4687

Telephone: (614) 755-5405

FAX: (614) 755-5470

E-Mail: [howard@themagnuscompany.com](mailto:howard@themagnuscompany.com)

ITEM ID NO.: 5063; Delivery charges on orders totaling less than \$150.00 minimum.