

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: PLASTIC BAG FILM

CONTRACT No.: OT904711

EFFECTIVE DATES: 03/01/11 to 02/28/13  
Renewal through 03/31/15\*

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904711 that opened on 01/12/11. 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, (DRC) OHIO PENAL INDUSTRIES (OPI), MADISON CORRECTIONAL INSTITUTION, 1851 STATE ROUTE 56 P.O. BOX 740, LONDON, OH 43140, 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:

Senthan Mahendrarasa  
senthan.mahendrarasa@das.ohio.gov

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

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

\* To indicate contract renewal through March 31, 2015

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.

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. All damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the Contractor for prompt replacement. Deliveries shall be accepted from 8:00 a.m. – 11:00 a.m. and 12:30 p.m. – 2:30 p.m., Monday through Friday, excluding State holidays. Please contact Mr. Steven Hall at (419)726-7977 ext. 7724, [steven.hall@odrc.state.oh.us](mailto:steven.hall@odrc.state.oh.us) prior to delivery for instructions and authorization.

MINIMUM ORDER: No order shall be placed against a Contract awarded pursuant to this Bid for less than twenty-five (\$25.00) dollars. 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 three hundred (\$300.00) dollars.

ON ORDERS TOTALING LESS THAN THREE HUNDRED (\$300.00) DOLLARS: Transportation charges shall be handled in accordance with Article S-10 of Supplemental Contract Terms and Conditions.

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 (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.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will: Multiply the Unit Price per Linear Foot by the Estimated Annual Usage listed in the Bid and then add each of the Totals together to arrive at an Annual Total for all Items. In the case where Estimated Annual Usage is unknown, the State will substitute 100,000 Linear Feet as the Multiplier. Failure to Bid all items will result in the Bidder being deemed not responsive.

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".

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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: Senthana Mahendrarasa \*.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and Contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and Contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or Contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

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\* To indicate a change in the Contract Analyst.

## SPECIFICATION

### I. SCOPE, CLASSIFICATION AND TESTING:

- A. Scope: The purpose of this Contract is to obtain heavy duty Plastic Bag Film Material for the Ohio Penal Industries. The plastic film purchased as a result of this Bid award will be utilized to produce trash bags for use in an office environment as well as FDA-approved poly bags for use in the meat processing career center. Material offered must be compatible with the Plascon Model BSM 1300 Plastic Bag Machine(see Exhibit A).
- B. Classification:
1. Star and Gusset Tubular HD/LLDPE Material
  2. Gusset Tubular LLD FDA Material
  3. Star Clear Seal Tubular HDPE Material
    - a. 24" wide +/- 1/2" tolerance
    - b. 0.23 mil (6 microns)
    - c. Finished bag will be required to hold up to 10 gallons of office material
  4. Star Clear Seal Tubular HDPE Material
    - a. 33" wide +/- 1/2" tolerance
    - b. 0.31 mil (8 microns)
    - c. Finished bag will be required to hold up to 33 gallons of office material
  5. Star Clear Seal Tubular LLDPE Material
    - a. 24" wide +/- 1/2" tolerance
    - b. 0.23 mil (6 microns)
    - c. Finished bag will be required to hold up to 10 gallons of office material
  6. Star Clear Seal Tubular LLDPE Material
    - a. 33" wide +/- 1/2" tolerance
    - b. 0.31 mil (8 microns)
    - c. Finished bag will be required to hold up to 33 gallons of office material
- C. Testing: The latest revision of the American Society for Testing and Materials (ASTM) Standards, shall be applied as standards on the items listed in this Bid document. <http://www.astm.org>,

### II. REQUIREMENTS:

- A. Star and Gusset Tubular HD/LLDPE Material
1. Film/Tubing, Clear/Natural, conforming to all ASTM Testing for Impact, Tensile, Elongation and Tear
  2. Blend of High Density and Linear Low Density Polyethylene resins, HD/LLDPE, No Gauge Banding
  3. Specified MIL shall be within  $\pm 10\%$  variance of actual gauge across the web
  4. 5-10% Recycled Material
  5. Core Diameter – 3"
  6. Roll Diameter minimum 22", maximum 34"
  7. Maximum weight – 325 lbs

B. Gusset Tubular LLD FDA Material

1. Clear Gusset, Linear Low Density Polyethylene (LLDPE), conforming to all ASTM Testing for Impact, Tensile, Elongation and Tear
2. Food Grade, Federal Drug Administration (FDA) – Approved. Certificate of compliance required with Bid submission
3. No Post-Consumer Material
4. Specified MIL shall be within  $\pm 10\%$  variance of actual gauge across the web
5. Core Diameter – 3”
6. Roll Diameter minimum 22”, maximum 34”
7. 2.0 and 1.5 MIL to meet all specifications and requirements of Federal Drug Administration Code of Federal Regulations (FDA CFR) 174.5, 177.1520 of Title 21
8. Complies with Federal Food, Drug, and Cosmetic Act (FFDCA) requirements and all related regulations

C. Star Clear Seal Tubular HDPE (mandatory items 1 and 2) and LLDPE (optional items 3 and 4) Material

1. Film/Tubing, Clear/Natural, conforming to all ASTM Testing for Impact, Tensile, Elongation and Tear
2. High Density Polyethylene (HDPE) (mandatory items 1 and 2) and Linear Low Density Polyethylene resin (LLDPE) (optional items 3 and 4), No Gauge Banding
3. Specified MIL shall be within  $\pm 10\%$  variance of actual gauge across the web.
4. Recycled Material is allowed, however the percentage of recycled material must not be such that it prevents the film from passing the required specifications and ASTM testing methods. Film containing recycled material must still be suitable for its intended purpose as indicated in these specifications.
5. Core Diameter – 3”
6. Roll Diameter minimum 22”, maximum 34”
7. Maximum weight – 325 lbs
8. Material offered must be compatible with the Plascon Model BSM 1300 Plastic Bag Machine (see Exhibit A for additional information on this machine).

III. SUITABILITY FOR INTENDED PURPOSE:

As stated in the preceding paragraphs these plastic bags are intended to hold office material trash up to 10 gallons for the 24” film and up to 33 gallons for the 33” film per finished bag. The film must meet or exceed these specifications and the intended purpose. If the film should fail to meet their intended purpose they may be subject to the following tests:

- A. Tensile strength and Elongation testing shall be done in accordance with ASTM.
- B. Impact resistance testing of plastic film shall be done in accordance with ASTM.
- C. Tear resistance testing of plastic film shall be done in accordance with ASTM.
- D. Standard specification for polyethylene film and sheeting - plastic material shall conform to ASTM.
- E. The Contractor is responsible for arranging and paying for the test as part of the quality process. The Contractor must provide Material Test results upon request.

IV. MATERIAL SHORTAGES:

The awarded Contractor will be required to work with OPI to establish a mutually agreed upon validation process for verifying material roll lengths. If there is a discrepancy in the actual roll length in the shipped versus the billed roll length, the Contractor will work with the Agency to reach a mutual agreement. If an agreement cannot be reached the Office of Procurement Services will make the final decision.

V. PRINTING:

The Contractor must have the capability to print on the Plastic Bag Film. For example, the Contractor may be asked to print a school logo or OPI logo etc.

- A. Artwork - The Contractor shall perform all artwork and designs as provided by the Agency. All artwork and designs must be approved by Department of Rehabilitation and Corrections, OPI Facility Program Manager.
- B. The Printing shall be distinct; i.e., not out of registration or fuzzy in any way. The colors shall not bleed into each other or into the lettering, figures, and logo designs.
- C. The printing shall not rub off, crack, craze or change color during the shelf life.
- D. Ownership of Artwork - All artwork, printing plates, master copies, proofs, and all other materials related to the design shall become the property of the State of Ohio and shall be delivered to the State of Ohio upon its demand at no charge.
- E. Changes in Artwork - During the life of any Contract awarded pursuant to the ITB, the State of Ohio may make changes to the artwork related to the design. The State will provide the necessary artwork. Any expense incurred due to changes of artwork or printing plates initiated and approved by the State shall be paid for by the State.

VI. 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.

With their Bid, the Bidder(s) may be asked to provide product samples. The Bidder(s) must provide samples for all items listed on pages (8-10), Item Numbers 1-21.

- A. Samples must be in the form of a bag as intended for use with this document.
- B. Printing must be on the bag so that the agency can get a visual of how the printing will look.

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PRICE SCHEDULE

| OAKS<br>ITEM<br>NUMBER | ITEM  | LINERAR<br>FEET (LF)<br>PER ROLL | WEIGHT<br>PER<br>ROLL<br>(LBS) | UNIT COST PER<br>LINEAR FOOT |
|------------------------|---|----------------------------------|--------------------------------|------------------------------|
| 18432                  | Star HD/LLDPE Tubular, Actual Gauge .5 MIL, Film Width 24", Roll Width 6", Clear/Natural  | 10,000                           | 97                             | \$ .011 *                    |
| 18439                  | Star HD/LLDPE Tubular, Actual Gauge .7 MIL, Film Width 33", Roll Width 8.25", Clear/Natural   | 7,000                            | 95                             | \$ .022 *                    |
| 18440                  | Star HD/LLDPE Tubular, Actual Gauge 1.5MIL, Film Width 38", Roll Width 9.5", Clear/Natural  | 5,500                            | 254                            | \$ .052 *                    |
| 18447                  | Star HD/LLDPE Tubular, Actual Gauge .9 MIL, Film Width 38", Roll Width 9.5", Clear/Natural  | 5,500                            | 152                            | \$ .031 *                    |
| 18451                  | Star HD/LLDPE Tubular, Actual Gauge .9 MIL, Film Width 44", Roll Width 11", Clear/Natural   | 4,500                            | 144                            | \$ .037 *                    |
| 18453                  | Gusset, Clear, Tubular Polyethylene HD/LLDPE, .5 MIL, 19" W x 8" Gusset, for Milk Crate Liner   | 5,000                            | 54                             | \$ .013 *                    |
| 18456                  | Gusset, Clear, Tubular Polyethylene LLDPE, 2.0 MIL, 9" W x 5" Gusset, FDA Approved w/Certificate                                      | 3,000                            | 68                             | \$ .027 *                    |
| 18460                  | Gusset, Clear, Tubular Polyethylene LLDPE, 1.5 MIL, 22" W x 14" Gusset, FDA Approved w/Certificate                                    | 2,000                            | 87                             | \$ .052 *                    |
| 18463                  | Star HDPE Tubular, Actual Gauge .23 MIL (6 Microns), Film Width 24" (+/- 1/2"), Roll Width 6", Clear/Natural                          | 16,500                           | 77                             | \$ .006 *                    |
| 18468                  | Star HDPE Tubular, Actual Gauge .31 MIL (8 Microns), Film Width 33" (+/- 1/2"), Roll Width 8.25", Clear/Natural                       | 13,500                           | 100                            | \$ .010 *                    |
| 18470                  | Star Tubular Biodegradable Material, Actual Gauge .5 MIL, Film Width 24", Roll Width 6"   | 10,000                           | 97                             | \$ .011 *                    |
| 18489                  | Gusset Tubular Biodegradable Material, FDA Approved, Actual Gauge .5 MIL, Film Width 19", Roll Width 19", Gusset 8"                   | 5,000                            | 54                             | \$ .013 *                    |
| 18493                  | Star Seal Tubular Colored (All Primary Colors), HD/LLDPE Material, Actual Gauge .5, Film Width 24", Roll Width 6"                     | 10,000                           | 97                             | \$ .011 *                    |
| 18497                  | Star Seal Tubular Colored (All Primary Colors), HD/LLDPE Material, Actual Gauge 1.5 MIL, Film Width 38", Roll Width 6"                | 5,500                            | 254                            | \$ .057 *                    |
| 18500                  | Star Tubular Biodegradable Material, Actual Gauge .7 MIL, Film Width 33", Roll Width 8.25"  | 7,000                            | 95                             | \$ .022 *                    |
| 18502                  | Gusset Tubular Biodegradable Material, FDA Approved, Actual Gauge 2.0 MIL, Film Width 9", Roll Width 9", Gusset 5"                    | 3,000                            | 68                             | \$ .027 *                    |
| 18513                  | Star Tubular Biodegradable Material, Actual Gauge 1.5 MIL, Film Width 38", Roll Width 9.5"  | 5,500                            | 254                            | \$ .056 *                    |
| 18515                  | Gusset Tubular Biodegradable Material, FDA Approved, Actual Gauge 1.5 MIL, Film Width 22", Roll Width 22", Gusset 14"                 | 5,000                            | 200                            | \$ .052 *                    |
| 18517                  | Star Seal Tubular Colored (All Primary Colors) HD/LLDPE Material Biodegradable, Actual Gauge .7 MIL, Film Width 33", Roll Width 8.25" | 7,000                            | 95                             | \$ .022 *                    |
| 18519                  | Star LLDPE Tubular, Actual Gauge .23 MIL(6 Microns), Film Width 24" (+/- 1/2"), Roll Width 6", Clear/Natural                          | 16,500                           | 77                             | \$ .005 *                    |
| 18521                  | Star LLDPE Tubular, Actual Gauge .31 MIL(8 Microns), Film Width 33" (+/- 1/2"), Roll Width 8.25", Clear/Natural                       | 13,500                           | 100                            | \$ .010 *                    |

Product(s) contains recycled material: Yes  No , If yes, 10 %

\*Indicates a price increase effective on all orders received on or after November 22, 2013.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT904711-1(02/28/15)\*



OAKS ID# 92584  
Plascon, Inc.  
2375 Traversefield Drive  
Traverse City, MI 49686

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: David E. Peterson

Telephone: (231) 935-1580  
Toll Free: (888) 584-4422  
Fax: (231) 935-1581

CONTRACTOR'S E-MAIL ADDRESS:

[dpeterson@plasconinc.com](mailto:dpeterson@plasconinc.com)

Preferred method of receiving purchase orders: e-mail to [dpeterson@plasconinc.com](mailto:dpeterson@plasconinc.com)

\* Indicates renewal for twelve (12) months, effective 03/01/14 through 02/28/15.

SUMMARY OF AMENDMENTS

| Amendment Number | Effective Date | Description   |
|------------------|----------------|---|
| 5                | 03/01/15       | The state of Ohio elects to exercise its option to renew the subject contract an additional 31 days effective 03/01/15 through 03/31/15.                        |
| 4                | 03/01/14       | Amendment issued to indicate twelve (12) month renewal by mutual agreement, effective 03/01/14 through 02/28/15.  |
| 3                | 11/22/13       | Price increase effective on all orders received on or after November 22, 2013.  |
| 2                | 03/01/13       | Amendment issued to indicate twelve (12) month renewal by mutual agreement, effective 03/01/13 through 02/28/14. Also to indicate a change in Contract Analyst. |
| 1                | 9/23/11        | Price increase effective on all orders received on or after September 1, 2011.  |