

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: ROD AND REEL SPINCAST COMBO FISHING POLES

CONTRACT No.: OT00908351

EFFECTIVE DATES: 02/09/15 to 01/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908351 that opened on 01/16/15. 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 the Ohio Department of Natural Resources, 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:

Ryan Beers
ryan.beers@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>

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.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the State Purchasing website to post bid related questions at <procure.ohio.gov>. Answers to all Bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 30 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.

DESCRIPTIVE LITERATURE: The Bidder is urged to submit descriptive literature of the supplies or services being offered as part of their bid submission. If not included with the bid submission, Bidder may be requested to provide descriptive literature within seven (7) calendar days. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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.

PRODUCT SAMPLES: The Bidder 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 requested, 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.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the item bid by taking the unit cost bid and multiply it by the estimated annual usage to get the extended price. The bidder with the lowest extended price will be considered for award.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

ECONOMIC PRICE ADJUSTMENT: The Contract prices(s) will remain firm for the original term of the contract, twelve (12) months. Thereafter, if the Contract is renewed, 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 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 (continued)

USAGE REPORTS: Every twelve (12) months (report on January 1st for the previous twelve 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Ryan Beers.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this ITB or in any Contract awarded pursuant to this bid. The Contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/Contract.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIFICATIONS

I. BACKGROUND:

The Ohio Department of Natural Resources (ODNR) is looking to purchase rod and reel spincast combo fishing poles to distribute in conjunction with their Passport to Fishing Program. The Passport to Fishing Program is an introduction to a lifetime of recreation for families with little or no previous fishing experience. By participating in the program, participants have fun while learning some basic skills and needed techniques to begin fishing in their communities. The program is geared towards participants aged 17 and under. Upon successful completion from the program participants are provided a rod and reel spincast combo fishing pole.

II. SCOPE:

The Contractor must provide rod and reel spincast combo fishing poles based on the classification defined within the specifications. ODNR does not want the rods and reels separate and the fishing poles must come fully assembled. Contractor must also be able to provide the quantities by the dates of the demand schedule listed within this document. All product deliveries will be to a single ODNR facility.

III. CLASSIFICATION:

The classification of the spincast combo fishing pole parts are listed below.

- A. Reel Size: Medium size rated for a 10 pound line.
- B. Rod Size: 5' 6"
- C. Must be a two piece rod.
- D. Action: Medium
- E. Line Weight: 10 pounds
- F. Lure Weight: Rod recommended lure weight between 1/8 to 1/2 oz.
- G. Reel ball bearings: No minimum amount of ball bearings
- H. Rod Material: Must be made of fiberglass material
- I. Reel Grip: Must be EVA foam grip
- J. Reel Guides: Must be made of aluminum oxide

IV. CONTRACTOR REQUIREMENTS:

- A. All fishing pole shipments must be palletized and shrink wrapped. Contractor must specify in the bid document the pack size and the number of packs that will be on a pallet when delivered.
- B. Contractor must be able to meet the delivery schedule for the amounts listed below. These amounts represent the minimum number of fishing poles that will be ordered and delivered between March 2015 through August 2015. The actual quantities during this period may vary, and will be specified on purchase order(s) issued by ODNR. The agency may elect to issue one blanket purchase order, for the total number of poles, which will be delivered on the first business day of each month listed below. The agency may place additional orders for any amount during the life of the contract.

- 1. 1000 on March 1st, 2015
- 2. 2000 on April 1st, 2015
- 3. 2000 on May 1st, 2015
- 4. 2000 on June 1st, 2015
- 5. 2000 on July 1st, 2015
- 6. 1000 on August 1st, 2015

- C. Contractor will ensure that all deliveries are made Monday through Friday between 8 AM and 3 PM. No deliveries will be accepted on State Holidays. All deliveries will be made to the following ODNR location:

Ohio Department of Natural Resources
1500 Dublin Road
Columbus, OH 43215

- D. Contractor shall ensure that all spincast combo fishing poles that are shipped come to ODNR with either a decal sticker or manufacturer sticker on the product. This will assist ODNR when inspecting the goods received and will assist in providing a proper acceptance or rejection of the shipment to take place.

PRICE SCHEDULE.

ITEM NO.	DESCRIPTION	MFG.	PACK	PRICE (PER POLE)
27023	Rod and Reel Spincast Combo Fishing Pole	South Bend WG-SC/A	6 poles/box 80 boxes/per pallet	\$7.65

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO: 0T00908351

MINORITY BUSINESS ENTERPRISE



PURCHASE ORDERS & REMIT TO:

58642
Servco Products, Inc.
836 E. 140th St.
Cleveland, OH 44110

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: 30 Days A.R.O.

CONTRACTOR'S CONTACT

Eric Cleveland

Telephone: (216) 249-1900
Fax: (216) 249-1925
Email: servcleve@roadrunner.com

Preferred method of receiving purchase orders is via email at servcleve@roadrunner.com .