

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: Disposable Paper and Food Service Items and Plastic Trash Can Liners

CONTRACT No.: OT906013

EFFECTIVE DATES: 08/01/13 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903413 that opened on 04/01/13. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative 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.

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 website 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 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.

MINIMUM ORDERS: There is no minimum order requirement. All orders placed against a contract awarded pursuant to this Invitation to Bid for delivery F.O.B. destination, transportation charges pre-paid, at any one time to any one destination will be for quantities by case pack as defined on pages 18-25. Note: this contract includes pricing for truckloads delivered to a single destination as well as small quantities of cases delivered to a single destination.

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) business 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. The State acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's product. In such situations, specification samples may be submitted by manufacturer(s) on behalf of multiple distributors, provided that such specification samples are accompanied by written documentation, on manufacturer's letterhead, signed by an authorized representative of the manufacturer, listing the named distributor(s) for whom the specification samples are provided. Any bidder not appearing on this listing and/or bidders failing to furnish requested specification samples, will result in the bidder being deemed non-responsive.

When submitting samples, the outside of shipping carton is to be clearly marked, "samples", with the opening date. All samples must be tagged to clearly indicate the bid number, index number, bid category/item number for which the samples are being submitted. Unmarked samples will not be considered and the bidder will be considered not responsive.

If samples are to be returned bidders must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. After award of a contract the samples of the successful bidder will be retained until the expiration of this contract and the samples will be used as a basis of comparison with actual product delivered under the 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.

ORDER PLACEMENT AND ACCEPTANCE: The contractor must be capable of receiving orders via FAX, phone, email or U.S. Mail. Purchase orders for any item(s) listed in the contract awarded pursuant to this bid will be placed directly with the successful contractor by the using agency. No order will specify delivery to exceed ninety (90) days beyond the expiration and/or cancellation date of this contract.

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 bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise/service in case (roll or bale) quantity(s) as indicated in the bid/bid response/contract.

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 per 1,000 unit price and then add these totals together within each category (I-III). 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(s) by low category total (I-III). Low category total will be determined by multiplying the per 1,000 unit price by the estimated annual usage listed in the bid and then adding each of the totals together within each category to arrive at a total for that category. Failure to bid all items in a category may 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".

USAGE REPORTS: Every twelve (12) 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.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverage required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Bureau of Workers Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) a designate the state of Ohio as an additional insured.

An insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within seven (7) calendar days after notification. Failure to provide a complaint certificate within the stated time frame will cause the bidder to be deemed not responsive.

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.

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.

SPECIFICATIONSCATEGORY ISINGLE-FOLD AND MULTIFOLD TOWELS, NAPKINS AND TOILET TISSUEI. SCOPE AND CLASSIFICATIONA. Scope

The purpose of this Invitation to Bid Category is to fulfill the needs of the state of Ohio for toilet tissue, multifold/single-fold towels and dispenser napkins. These products will be for purchase in truckload quantities by the Department of Mental Health, Central Warehouse (DMHCW), 3201 Alberta St., Columbus, OH 43204 and in truckload or case quantities by any State agency or entity as described on page 1. Historically, toilet tissue was delivered approximately five (5) times per month (1 truckload each delivery), multifold towels delivered approximately two (2) times per month (1 truckload each delivery), and single fold towels and napkins delivered one truckload per quarter to DMHCW. All products must comply with applicable industry standards for manufacturing quality control and quality assurance.

During the term of this contract, truckload toilet tissue shipments to DMHCW are projected to decrease. A project is underway with the Ohio Penal Industries (OPI) to provide toilet tissue roll product to DMHCW.

B. Classification

1. Single-fold Towels
2. Multifold Towels
3. Napkins, Tall-Fold
4. Toilet Tissue

II. GENERAL REQUIREMENTS

- A. CHANGE OF SOURCE(S): The successful bidder(s) shall not change the manufacturing source(s) from which they specified in their bid, without prior approval from the Office of Procurement Services, in writing. Failure to comply with this requirement may result in immediate cancellation of the contract.
- B. WORKMANSHIP: All products shall be free from defects that 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.
- C. ORDERING: Historically, Multifold Towels and Toilet Tissue are ordered in truckload quantities (multiple truckloads) by DMHCW on a monthly basis. Single-fold Towels and Dispenser Napkins are ordered in truckload quantities by DMHCW on a quarterly basis. All other state agencies and entities as defined on page 1 will order in case quantities.
- 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.
- F. PALLETIZATION: All shipments to DMHCW are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.
- G. DELIVERY: Prices submitted on this Invitation To Bid must include freight; FOB destination. Destination is the location of the participating agency or entity.
- H. REGULATORY COMPLIANCE: All products offered for this Invitation To Bid shall comply with any applicable state and federal regulations for the product type.

III. SPECIFICATIONS

A. Single Fold and Multifold Towels

1. Shall be packed approximately 4000 per case with inner bundles band wrapped, bagged or in chipboard sleeves. All items in this category are to be packaged in corrugated cases. A case pack tolerance of $\pm 1\%$ in quantity per case will be acceptable for paper towels.
2. Single-fold towel sheet size 9.25" x 10.25", or 10.25" x 9.25", minimum case weight of 20 lbs., unbleached towel stock, embossed. Any 10.25" x 9.25" product offered must be compatible with dispensers for the 9.25" x 10.25" product without requiring any adapters or special provisions.
3. Multifold towel sheet size 9.25" x 9.5", minimum case weight of 19 lbs., unbleached towel stock, embossed.
4. Bidder should note if sizes being bid vary from listed specification. A tolerance of $\pm 1/4$ " in sheet width or length, will be acceptable for paper towels. Sizes exceeding this tolerance will not be acceptable.
5. Products shall be manufactured from premium quality paper stock and shall be free from excessive dirt and/or foreign materials. Products shall contain no wood slivers.
6. Products shall not have excessively rough or harsh surface and shall be readily absorbent.
7. Products shall be compatible for use in all types of single-fold and multifold towel dispensers for the type specified. Cabinet adapters are not an acceptable option.

B. Napkins, Tall-Fold

1. Napkin sheet size 7" x 13", Tall-Fold (3.5" x 6.5" approximate finished size), 1 ply, 10,000 per case. Products packed within a range of 6000 - 10,000 per case will be considered. Shall be packed with inner bundles band wrapped, bagged or in chipboard sleeves.
2. Packaged in corrugated containers.
3. Shall be manufactured from bleached or unbleached paper stock, free from excessive dirt or objectionable materials.
4. Minimum weight of 1000 napkins, 2.8 lbs.
5. A tolerance of $\pm 5\%$ in sheet size square inches will be acceptable.

C. Toilet Tissue

1. Roll tissue shall be packaged 1,000 sheets per roll, ninety-six (96) rolls per case; sheet size (width x length) shall be 4.5" x 4.4", minimum of 10.7# basis weight, bleached white, one (1) ply tissue stock. Minimum case weight shall be 50 lbs.
2. Roll toilet tissue shall be overall wrapped, ends and sides, to prevent contamination while in storage. Banded tissue will not be acceptable.
3. All items in this category are to be packaged in corrugated containers.
4. Bidder should note if sizes being bid vary from listed specification. A tolerance of $\pm 3/4$ " in sheet length will be acceptable for roll toilet tissue. Sizes exceeding these tolerances will not be acceptable. Products in which basis weights are less than the listed minimum will not be acceptable.
5. Products shall be manufactured from premium quality paper stock and shall be free from excessive dirt and/or foreign materials. Products shall contain no wood slivers.
6. Products shall not have excessively rough or harsh surface and shall be readily absorbent.
7. Toilet tissue shall be of a nature that will become water soluble to prevent clogging of plumbing. Tissue shall be compatible for use in municipal waste treatment systems, septic systems, and leach bed systems.
8. Products shall be compatible for use in all types of tissue dispensers designed for the item specified.

CATEGORY II
DISPOSABLE FOOD SERVICE PRODUCTS

I. SCOPE AND CLASSIFICATION

A. Scope

The purpose of this Invitation to Bid Category is to provide the procurement needs of the state of Ohio for a broad range of disposable food service products. All products must comply with applicable industry standards for manufacturing quality control and quality assurance. Catalog listings should include general product description, practical use applications, and any qualifying standard/certification, i.e., American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Occupational Safety and Health Administration (OSHA), National Sanitation Foundation (NSF), U.S. Food and Drug Administration (FDA) or the certification of other institutions, associations, or societies recognized as publishing specification standards. Disposable food service products procured from this contract are typically used for the preparation, serving, and storage of food within a commercial/institutional setting.

B. Classification

1. Sandwich Bags, Food Storage Bags, Foil, Film, Parchment
2. Paper Caps, Bouffant Caps and Poly Foodservice Gloves; Disposable
3. Cups, Bowls, Food Containers, and Lids – Foam and Plastic
4. Tray, Foam and 3 Compartment, Hinged Lid Food Container, Foam
5. Tableware, Polypropylene Plastic
6. Bags, Paper, Kraft – General Purpose

II. GENERAL REQUIREMENTS

- A. BRAND NAMES: In the following specification and requirements, trademark names, brand names, manufacturer's names, and/or style/product numbers are listed as examples only, for the purpose of description to establish a base level of quality and performance characteristics the state intends to maintain. The listed examples are not intended to limit or restrict competition, as any items offered that contain the level of quality that is referenced by the listed examples, will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications, and samples to verify quality standards. Bidders will be required to submit descriptive literature, detailed specifications, and samples to verify quality standards for alternative products for Category A. 1. d. Food Storage Bags (i.e. Handgards brand).
- B. 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.
- 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 which may impair serviceability, shall be cause for rejection (IV. B. 4. of the Standard Contract Terms and Conditions and S-18, Returned Goods Policy of the Supplemental Contract Terms and Conditions).
- 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 brand name, product number, case content quantity, and any warning statements required by law. In addition, cartons shall show purchase order numbers, agency name and address, or any additional information requested by the agency. There shall be no additional charge for this service.

III. SPECIFICATIONS

A. Sandwich Bags, Food Storage Bags, Foil, Film Wrap, Parchment

1. Sandwich Bags and Food Storage Bags

- a. All plastic sandwich bags and food storage bags must comply with FDA Rule 177.1520.
- b. Back fold plastic sandwich bags shall be manufactured from FDA approved, sanitary polyethylene and shall be so designed that the back fold can be tucked over the sandwich preventing the sandwich from falling out. Minimum dimensions of 6 - 1/2" x 6 - 1/2".
- c. Plastic zip lock sandwich bag shall be manufactured from FDA approved, sanitary polyethylene. Minimum dimensions shall be 6 - 1/2" x 6" with an approximate 1-1/4" zip lock lip.
- d. Food storage bags shall be manufactured from USDA approved, clear, high molecular, high density polyethylene, with no bottom seams; i.e.: Handgards.

1. 10" x 14", and a minimum of .6 mil thick
2. 12" X 18", and a minimum of .6 mil thick
3. 18" X 24", and a minimum of .6 mil thick
4. 27" X 37", and a minimum of .6 mil thick

Bidders quoting alternate brands must submit test results verifying adherence to the general specifications with the bid. Failure to provide said test results will result in the bidder being deemed not responsive.

Bidders not quoting the Handgard brand must submit a letter from the manufacturer certifying that the USDA approves the product bid for food storage purposes. A copy of this letter must accompany the bid. Failure to provide said letter will result in the bidder being deemed not responsive.

- e. All cases in this category must be labeled with the words FOOD STORAGE BAGS or SANDWICH BAGS, showing the size, type (if applicable) and manufacturer or distributor.
- f. All cases shall be as full as practical with no dead space.

2. Foil and Film Wrap

- a. All foils shall be for general food service use with a mat surface on one side.
- b. All foils shall have zero "memory" characteristics.
- c. Foil shall be packed in dispensing cartons with cutter edge.
- d. P.V.C. or Polyethylene Film wrap shall be clear, self-clinging, and suitable for general food service use. Minimum .36 thick. Each roll shall be packed in a corrugated box with cutter edge.
- e. P.V.C. or Polyethylene Film wrap must be F.D.A. approved product

3. Bakers Parchment Pan Liner

- a. Quilon Coated Paper, single use.
- b. Minimum size 16" X 24"

B. Paper Caps, Bouffant Caps and Poly Foodservice Gloves; Disposable

1. Paper Caps should be of "overseas" design, manufactured from bleached chemical pulp and tissue.
2. Paper Caps are to be delivered in a completely assembled configuration.
3. Paper Caps to be continuously adjustable for head sizes 6-7/8 to 7-3/4, re-adjustable for proper fit, with adjusting instructions printed on inside sweatband. Inside sweatband to be coated with moisture resistant material to retard show-through and wicking of perspiration and grease. Coating material shall be approved by the FDA for use in food preparation and handling areas.
3. Paper Cap band is to be formed and folded in such a manner as to insure proper adjustability and prevent the cap from coming apart when adjusted to the individual wearer's head size.
5. Bouffant Caps should be treated for flame retardancy. Product should meet or exceed requirements of Federal Flammable Fabrics Act, Public Act, Public Law 88, Section 4 (a).
6. All Bouffant Caps should be FDA approved.
7. Bouffant Caps shall have a continuous band around entire circumference.

8. Foodservice Gloves, Poly:

- a. Poly Gloves (food handling gloves) large disposable plastic, non-sterile.
- b. Gloves to be 1.25 mil sheer gauge film of polyethylene with welded seams .
- c. Ambidextrous to fit either hand. Ample, large, full-cut to fit any size hand.
- d. Embossed Grip.
- e. Powder Free and Sulphurous Free.
- f. Shall be embossed to create air pockets between gloves allowing for easier separation of gloves.
- g. Shall be made of FDA approved material.
- h. Shall be USDA approved for use in food handling facility.
- i. Gloves shall be in dispenser packages as opposed to rolls. Bulk pack is not acceptable.

C. Cups, Bowls, Food Containers, and Lids – Foam and Plastic

1. Plastic Cup and Lid

- a. Cold Drink Plastic cups shall be manufactured from translucent plastic, flat bottom, rolled rim. Shall have a nominal 2 oz. capacity suitable for serving portioned condiments.
- b. Lid shall be of translucent plastic with a snap over design closure .

2. Molded Styrofoam Cups, Bowls, Food Containers and Plastic Lids

- a. Cups and containers shall be manufactured from molded, expanded, white opaque Styrofoam, flat bottom, and one-piece construction.
- b. Lids shall be manufactured from white opaque plastic with a tight fit over entire top of cup or container to prevent leakage or spillage. Cup, bowl and food container lids shall be vented.
- c. Shall be compatible with all types of hot or cold foods.

D. Tray, Foam and 3 Compartment, Hinged Lid Food Container, Foam

1. Tray should be manufactured from FDA approved, expanded, white opaque polystyrene. Shall be unlaminated. Shall be one piece construction.
2. 3 Compartment Food Container lids shall be hinged, permanently attached to the bottom of the compartment to permit tight closing with a single latch. Shall be one piece construction.
3. Shall be compatible with all types of hot or cold foods.
4. Each item in Category D will be ordered in truckload quantities only.
5. Dimensions stated on the bid page are nominal. Minor variations of approximately ½” may be considered if the product complies with the conditions of II. - General Requirements and the additional bid page description.

E. Tableware, Polypropylene Plastic

1. Shall be manufactured from FDA approved plastic.
2. Shall be free from excessive trims and shall maintain consistent sizing and shape.
3. The one-piece combination spoon and fork, commonly called "spork", shall be approximately 5" in length.

F. Bags, Paper, Kraft – General Purpose

1. All bags shall be manufactured from brown kraft in sizes and basis weights as designated in the product list of this bid.
2. All bags shall be of square bottom, automatic opening, with side gussets.
3. All bags shall be packed in bale over-wraps with inner bundles of not more than 1,000 bags per bundle.
4. Workmanship: There shall be no visible defects such as tears, over-gluing, or imperfect seam seals.

IV. PALLETIZATION: All shipments to DMHCW are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.

CATEGORY III
PLASTIC TRASH CAN LINERS

I. SCOPE AND CLASSIFICATION:

A. Scope

The purpose of this Invitation to Bid Category is to provide the procurement needs of the state of Ohio for low density/linear low density polyethylene trash can liners. All products must comply with applicable industry standards for manufacturing quality control and quality assurance.

B. Classification:

1. Category IIIA Blend/Virgin:

Trash can liners are to be made of a blend of (or virgin) linear low density and/or low density polyethylene resins. Coextrusion with other polyethylene resins is acceptable.

2. Category IIIB Recycled Content:

Trash can liners are to be manufactured from low density or linear low density, or a blend of low density/ linear low density polyethylene resins. Constituent resins in recycled content low density/linear low density polyethylene trash can liners is to be a minimum of 25% post-consumer resins. Coextrusion, or layering, with other polyethylene resins is acceptable.

II. APPLICABLE DOCUMENTS:

The latest revision of the following documents, whole or in part, is to be applied whenever testing of trash can liners is required:

- A. ASTM Test Methods D882 for Tensile Strength
- B. ASTM Test Methods D1709 for Dart Drop Test
- C. ASTM Test Methods D1922 for Elmendorf Tear Resistance

IV. REQUIREMENTS:

Trash can liners are to meet or exceed the following specifications:

1. Material of Construction:

a. Category IIIA:

Liners are to be constructed from a blend of virgin linear low density and/or low density polyethylene. The melt index for these resins should be between 0.8 to 2.5.

b. Category IIIB:

These liners are to be constructed from low density, linear low density, or a blend of low density and low linear density polyethylene. Constituent resins in recycled content low density, linear low density polyethylene trash can liners is to be a minimum of 25% post-consumer resins of the same types. The melt index for these resins is to be between 0.8 and 2.5. Contractor may be asked to certify the purchase or use of recycled material by producing copies of invoices, purchase orders or alternate documents demonstrating that purchases have occurred. The Office of Procurement Services will determine the extent to which certification is to be done.

2. Thickness of Film:

- a. The suggested average thickness is given in the following tables except for Glutton and Compactor Bags. However, the down gauging is not to exceed the recommended gauging by the resin manufacturer for the different capacity bags.
- b. Glutton Bag Thickness: 1.5 mil
- c. Compactor Bag Thickness: 2.5 mil

CAPACITY (Gallons)	LT. WEIGHT (1.0 mil equivalent)	MED. WEIGHT (1.5 mil equivalent)	HEAVY WEIGHT (2.0 mil equivalent)	X-HEAVY WEIGHT (3.0 mil equivalent)	XX-HEAVY WEIGHT (4.0 mil equivalent)
4-10	0.5 mil				
12-16	0.6 mil				
20-30	0.7 mil	0.8 mil	0.9 mil	1.3 mil	
33		0.8 mil	0.9 mil	1.3 mil	
40-45		0.8 mil	1.0 mil	1.5 mil	
55		0.9 mil	1.0 mil	1.5 mil	1.85 mil

Note: Thickness in parenthesis are given for 100% low density polyethylene liners to hold the same amount of trash as would a blended product of linear low and low density liner thickness for which are given in the table.

3. Dimensions:

Bag dimensions are to be the inside measurements, exclusive of seals or seams. Dimension tolerances for styles are as follows:

<u>Bag Size</u>	<u>Tolerance</u>	<u>Directions</u>
up to 24 x 32	± 1/2"	All directions
more than 24 x 32	± 1"	All directions

4. Testing:

The latest revisions of ASTM D882, ASTM D1709 and ASTM D1922 apply as well as all other industry standard testing.

- V. **WORKMANSHIP:** All bags are to be free from gels, streaks, pinholes, particles or foreign matter and undispersed raw materials. Visible defects
- VI. **such as tears, blisters or imperfect seals or seams which may impair serviceability are unacceptable .**
- VII. **PACKAGING:** All can liners are to be packed in corrugated cartons, as standard to the industry, to insure safe delivery as indicated on the contract and/or purchase order. All cartons are to be properly labeled and identified as to contents, ordering agency's name, and any additional information required by the ordering agency. Bag count cannot vary more than 3% for 100-250 bags packing and no more than 2% for 500-1,000 bags packing. Failure of contractor(s) to pack within these tolerances may result in cancellation of the contract.
- VIII. **TECHNICAL DATA:** The bidders are to submit manufacturer's technical data sheet(s) providing ultimate tensile strength, average puncture resistance, static load test, Elmendorf Tear, and thickness information with their bid. A certified laboratory shall perform the tests. Bidder shall provide the name(s) of the laboratory that performed the specific tests and the certifying organization. If not provided as part of the bid response, the Bidder must provide said technical data and test data within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Failure to submit data sheets may deem your bid not-responsive. The state also requires submission of the following data: case sizes and weights for all items bid. If this information is not included on the manufacturer's technical data sheets, the bidder is to submit the required information by letter attachment to the bid.
- IX. **PALLETIZATION:** All shipments to DMHCW are to be palletized. Contractors shall furnish commodity palletized on 40" x 48" 4-way (GMA) pallets. Pallets shall not exceed two thousand five hundred (2,500) lbs. Pallets of equal value will be exchanged at the time of delivery only. Shipments to other state agencies and entities as defined on page 1 do not require pallets for small case quantities.

- X. **RECYCLED PRODUCT:** The Ohio Revised Code does not require the use of recycled content products. However, the Office of Procurement Services is seeking bids for the purchase of recycled content products, and agencies may do so at their option. Bidders may offer recycled content trash can liners (Category B) according to the following definitions and guidelines:

1. **Definitions:**

- a. **Recovered materials:** Waste materials and by-products which have been recovered or diverted from solid waste.
- b. **Pre-consumer materials:** Recovered materials which were production finished materials, products or by-products which did not reach the consumer for whose use they were intended, and have been diverted from solid wastes for the purposes of collection, recycling and disposition.
- c. **Post-consumer materials:** Recovered materials which were generated by a business or consumer, have served their intended end uses, and have been separated or diverted from solid wastes for the purposes of collection, recycling and disposition.
- d. **Recycled content product:** A product made from pre-consumer or post-consumer recovered materials whose portion as a percentage of the weight or volume of the product meets or exceeds the minimum content percentage standard guidelines established by the Director, Department of Administrative Services.

X. **NOTES:**

1. **Percentage of Recycled Plastic Content:** The purchase of recycled content plastic trash can liners is to be at the sole discretion of the purchasing agency. These plastic trash can liners are to be manufactured with a minimum content of 25% post-consumer recovered linear low density, or low density, or a blend of the two, polyethylene material by weight, and is to be so certified by the manufacturer.
2. **Change of Source(s):** Contractor(s) cannot change the manufacturing source(s) specified in their bid/contract unless written authorization is issued by the Office of Procurement Services. Failure to comply with this requirement may subject the resulted contract to cancellation.
3. Below are the definitions for weight and use of the different trash can liners:

LIGHT WEIGHT: 15 - 25 Lb. Capacity

Use: Paper, Refuse (Dry or Wet)

Not for Glass or Metal Containers

MEDIUM WEIGHT: 25 - 35 Lb. Capacity

Use: General Refuse of all types

Limited Cans and Bottles

HEAVY WEIGHT: 35 - 45 Lb. Cap.

Use: All Types of Refuse (Dry or Wet)

Cans and Bottles

EXTRA HEAVY WEIGHT: 45 - 55 Lb. Capacity

Use: Heaviest of Normal Refuse

Milk Cartons, Landscape Refuse

XX HEAVY WEIGHT: 55 lb.+ capacity

Use: Twigs, leaves, and other natural refuse

Must provide excellent tear and puncture resistance.

CONTRACT PRICING

CATEGORY I
Net PAC International LLC

SINGLE-FOLD TOWELS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17426	Single-fold Towel, Unbleached, 9.25" x 10.25", 4000 per case, Minimum case weight, 20 lbs.	Metro Paper SFOLD 1625N	4,000	\$16.62

Towel/Sheet Size: 9.25"x10.25" Towel Color: Natural
 Case Cubic Size: 1.77 Case Weight: 20.66" Cases/Truckload: 1,820

MULTIFOLD TOWELS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17427	Multifold Towel, Unbleached, 9.25" x 9.5", 4000 per case, Minimum case weight 19 lbs.	ACF MF-N	4,000	\$11.18

Towel/Sheet Size: 9.25"x9.5" Towel Color: Natural
 Case Cubic Size: 1.63" Case Weight: 19 Cases/Truckload: 1,680

NAPKINS

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17429	Dispenser Napkin, Tall-Fold, 7" x 13", 1-Ply, 10,000 per case Minimum weight 2.8 lbs./m	Morocan MOR 20500	10,000	\$26.25

Sheet Size/Finished Size: 7"X13.5" Napkin Color: White
 Case Cubic Size: 3.44 Case Weight: 29.5 Cases/Truckload: 1,050

TOILET TISSUE

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO	CASE PACK	CASE PRICE
17430	Toilet Tissue, Bleached, 1-ply, 4.5" x 4.4" - 1000 sheets per roll, 96 rolls per case, Min. case weight 50 lbs.	ACI STD	96 Rolls	\$40.70

Sheets/Roll: 1000 Sheet Size: 3.75"x4.5" Sheet Ply: 1 Sheet Color: White
 Case Cubic Size: 5 Case Weight: 43.5 Cases/Truckload: 650

CATEGORY II
 Net PAC International LLC

SANDWICH BAGS, FOOD STORAGE BAGS, FOIL, FILM WRAP AND PARCHMENT

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
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SANDWICH BAGS, PLASTIC (REGULAR)

17433	6-1/2" x 6-1/2" min.	Elara PB-3367	2,000	\$9.22
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SANDWICH BAGS, PLASTIC (ZIP LOCK)

17434	6-1/2" X 6" min.	Elara PBZ5-500	600	\$9.01
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FOOD STORAGE BAGS, PLASTIC

17435	10" X 14" Food Storage Bags, e.g. HANDGARDS FB-14	Elara PB-RU1014	1,000	\$11.59
17436	12" X 18" Food Storage Bags, e.g. HANDGARDS FB-18	Elara PB-1218	1,000	\$13.54
17438	18" X 24" Food Storage Bags, e.g. HANDGARDS FB-24	Elara PB-1824	1000	\$44.44
17437	27" X 37" Food Storage Bags, e.g. HANDGARDS FB-37	Elara PB-2737	500	\$121.49

ALUMINUM FOIL

17439	18" x 1000' - .001 Gauge Foil	Western Plastics 5001423	1	\$30.25
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FILM WRAP

17440	24" x 2000' Film Wrap	Western Plastics 5001441	1	\$24.30
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BAKERS PARCHMENT

17442	16" X 24" Quilon Coated, Pan Liner	Private Label 2366788	1,000	\$38.38
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DISPOSABLE CAPS AND GLOVES

17443	Cap, Paper, Overseas type	Royal Paper Paper Cap	1,000	\$55.87
17444	Cap, 18" Bouffant	Royal Paper 18" Bouffant Cap	1,000	\$41.09
17445	Cap, 24" Bouffant	Royal Paper 24" Bouffant Cap	1,000	\$23.92
17446	Glove, General Purpose, Poly, 1.25 Mil, Dispenser Cartons	Royal Paper FCPT101	1,000	\$43.86

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
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CUPS, BOWLS, FOOD CONTAINERS, AND LIDS; FOAM AND PLASTIC

17447	2 oz., Plastic Cup	AmHil ASB200 2 oz. cup	2,500	\$20.00
17448	2 oz., Lid for Cup	AmHil ASL2 2oz. lid	2,500	\$18.47
17449	8 oz., Styrofoam Cup	WinCup 8C8W	1,000	\$15.27
17450	8 oz., Cup Lid, Vented	WinCup L8V	1,000	\$10.70
17451	12 oz., Styrofoam Cup	WinCup 12C18	1,000	\$23.93
17452	12 oz., Cup Lid, Vented	WinCup LV8V	1,000	\$14.46
17453	16 oz., Styrofoam Cup	WinCup C1618	500	\$19.33
17454	16 oz., Cup Lid, Vented	WinCup L18V	1,000	\$23.47
17455	8 oz., Styrofoam Food Container	WinCup F8M	1,000	\$25.10
17456	12 oz., Styrofoam Bowl	GenPak F12	1,000	\$16.20
17457	12 oz., Bowl Lid, Vented	GenPak FL8V	1,000	\$13.39

TRAY, FOAM AND 3 COMPARTMENT, HINGED LID FOOD CONTAINER, FOAM

17458	9" x 12" – 6 Compartment Tray	GenPak 10600-W	500	\$28.68
17459	10" X 9-1/2" x 3-1/2", 3 Compartment Hinged Lid Food Container	GenPak SW203VW	500	\$15.80

Cases/Truckload - Trays 512

Cases/truckload - Food Container, Hinged 560

TABLEWARE, POLYPROPYLENE PLASTIC, MEDIUM WEIGHT, BULK

17460	Spork, 5" med. wt, bulk pack	D&W P1005	1,000	\$6.27
17461	Teaspoon, 6" med. wt, bulk pack	D&W P1003	1,000	\$6.27
17462	Fork, 6" med. wt, bulk pack	D&W P1001	1,000	\$6.27
17463	Knife, 6" med. wt, bulk pack	D&W P1002	1,000	\$6.27
17464	Soup Spoon, 6" med. wt, bulk pack	D&W P1004	1,000	\$6.27

OAKS ITEM NO.	DESCRIPTION	MANUFACTURER AND PRODUCT CODE NO.	BALE PACK	CASE PRICE
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BAGS, PAPER – GENERAL PURPOSE

17465	5 Lb., 35# kraft, 5-1/4" x 3-3/8" x 10-3/4"	Duro 80009	500	\$7.69
17466	10 Lb., 35# kraft, 6-1/2" x 4" x 13-1/4"	Duro 80958	500	\$10.05
17467	Med., 65# kraft shopping bag w/handle, 17-7/8" x 7" x 17-7/8"	Duro 86782	200	\$43.82

CATEGORY III

Roby Services, LTD. (dba) Roby Supply

Category IIIA: LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS
MANDATORY COLORS: CLEAR AND BLACK

LIGHT WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17468	12X8X21	7 GAL	NAP OHR2021LC	1,000	\$10.34
17469	15X9X23	10 GAL	NAP OHR2423LC	1,000	\$12.50

MEDIUM WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17470	16X14X36	20 - 30 GAL.	NAP OHR3036MC	250	\$8.81
17471	23X17X47	40 - 55 GAL.	NAP OHR4046MC	250	\$15.47

HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17472	20X13X39	31 - 33 GAL.	NAP OHR3339HC	250	\$13.40
17473	22X16X59	60 GAL.	NAP OHR3858HC	200	\$18.09

EXTRA HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17474	20X13X39	21 - 33 GAL.	NAP OHR3339XHC	250	\$17.81
17475	23X21X48	Glutton	NAP OHR4448XHC	200	\$23.30

XX HEAVY WEIGHT (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17479	22x14x59	55 GAL.	NAP OHR3659XXHB	100	\$12.50

COMPACTOR (colors clear and black):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17481	30-1/2X50	40 GAL.	NAP OHR3050CB	100	\$13.40

CATEGORY IIIB: LOW DENSITY/LINEAR LOW DENSITY POLYETHYLENE BAGS (RECYCLED)
MANDATORY COLORS: CLEAR AND BLACK

LIGHT WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17499	12x8x21	10 GAL	NAP OHRR2021LC	1,000	\$10.34
17500	15x9x23	16 GAL	NAP OHRR2423LC	1,000	\$12.50

MEDIUM WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17501	16x14x36	20 - 30 GAL	NAP OHRR3036MC	250	\$8.81
17502	23x17x47	40 - 45 GAL	NAP OHRR4046MC	250	\$15.47

HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17503	20x13x39	31 - 33 GAL	NAP OHR3339HC	250	\$13.40
17504	22x16x59	60 GAL	NAP OHR3858HC	200	\$18.09

EXTRA HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17505	20x13x39	31 - 33 GAL	NAP OHRR3339XHC	250	\$17.81
17506	23x21x48	Glutton	NAP OHRR4448XHC	200	\$23.30

XX HEAVY WEIGHT (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17507	22x14x59	55 GAL.	NAP OHRR3659XXHB	100	\$12.50

COMPACTOR (colors clear and black, recycled):

OAKS ITEM NO.	SIZE	CAPACITY	MANUFACTURER AND PRODUCT CODE NO.	CASE PACK	CASE PRICE
17508	30-1/2x50	40 GAL.	NAP OHRR30550CB	100	\$13.40

Specify % Recycled Content 25% (Average for category IIIB (black and clear))

CONTRACTOR INDEX

Category I & Category II

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906013-1 (6/30/16)

Minority Business Enterprise



Purchase Orders To:
174282
Net PAC International LLC
71 Glengary Court
Pickerington, OH 43147

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Colette Williams

Telephone: (412) 607-3908
FAX: (614) 834-3229
E-Mail: colette@netpacintl.com

Category III

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT906013-2 (6/30/16)

Minority Business Enterprise



Purchase Orders To:
71049
Roby Services, Ltd. (dba) Roby Supply
42 N. Torrence St.
Dayton, OH 45403

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Michelle Sledge

Telephone: (937) 254-2384
FAX: (937) 254-2674
E-Mail: msledge@robysupply.com