

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

REQUIREMENTS CONTRACT: SILAGE BAGS

CONTRACT No.: OT900610

EFFECTIVE DATES: 07/01/09 to 06/30/12  
Renewal through 6/30/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900610 that opened on 02/27/09. 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, Corrections Facilities throughout the State of Ohio, 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.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: \_\_\_\_\_  
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.

MINIMUM ORDER: 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 be not less than three hundred (\$300.00) dollars. No order placed against this contract shall be less than twenty-five (\$25.00) dollars.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within ten (10) 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.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered (a three foot by three foot sample of each item bid). 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, to determine the low lot total price, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together.

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

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

\* Denotes change in contact analyst

## SPECIFICATIONS

### I. SCOPE

These specifications shall cover the requirements for silage bags for various correctional institutions.

### II. CLASSIFICATION

- A. 9' x 135' bag (minimum weight 157 pounds)
- B. 9' x 150' bag (minimum weight 170 pounds)
- C. 9' x 200' bag (minimum weight 230 pounds)
- D. 10' x 200' bag (minimum weight 275 pounds)

### III. REQUIREMENTS

- A. Bag thickness shall be no less than 7.5 mil.
- B. Triextruded plastic bags, black on the inside and white on the outside.
- C. Recycle logo "4"
- D. Bags are to be individually boxed with plastic ties and repair tape in each box.
- E. Bags to be manufactured with two (2) YEAR (dura) ultraviolet protection.

### IV. NOTES:

- A.. Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Requirements, (Article S-12 and S-13) listed on pages 10 of the Contract Terms and Conditions. Bidders will be required to meet these requirements when requested. Pages 1 through 11 are available through the link: Instructions to Bidders and Contract Terms and Conditions, listed on page one (1) of the bid.
- B. When responding to this Invitation To Bid, the bidder needs to check the appropriate box for automobile insurance on page five (5) and include with the bid response.
- C. A complete listing of The Department of Rehabilitation and Corrections facilities may be located by going to their web site: <http://www.drc.state.oh.us/web/prisprog.htm> Once on the web site, scroll down and click on: Select an Institution. This will provide a drop down menu for the facilities.

PRICING SCHEDULE

| ITEM ID NO.: | DESCRIPTION     | BRAND  | CONTAINS RECYCLED MATERIAL Y/N | % OF RECYCLED MATERIAL | PRICE EACH      |
|--------------|-----------------|--------|--------------------------------|------------------------|-----------------|
| 5844         | 9' X 135' BAGS  | AG-BAG | NO                             | NONE                   | \$ 284.00 ea. * |
| 0159         | 9' X 150' BAGS  | AG-BAG | NO                             | NONE                   | \$ 314.00 ea. * |
| 5845         | 9' X 200' BAGS  | AG-BAG | NO                             | NONE                   | \$ 407.00 ea. * |
| 0160         | 10' X 200' BAGS | AG-BAG | NO                             | NONE                   | \$ 503.00 ea. * |

Product(s) packaging contains recycled material: Yes, 45%

CONTRACTOR'S INDEX

CONTRACTOR, TERMS AND SHIPMENT:

BID/CONTRACT NO.: OT900610-1(06/30/12)



51771  
 Golden Hills Sales  
 13110 Elshoff Drive  
 St. Mary's, OH 45885

DELIVERY: 10 Days A.R.O.

TERMS: Net 30 Days

CONTRACT PERSON: Jay Elshoff,

Toll Free: (800) 840-0578  
 Telephone: (419) 753-2323  
 FAX: (419) 753-2388

E-mail: [agbag@nktelco.net](mailto:agbag@nktelco.net)

Preferred Method of receiving Purchase Orders:

E-mail: [agbag@nktelco.net](mailto:agbag@nktelco.net)

ITEM ID NO.: 11062 Freight charges for orders under \$300.00

\* Price increase effective on 05/05/12 with amendment 2.

SUMMARY OF AMENDMENTS

| <b>Amendment Number</b> | <b>Revision Date</b> | <b>Description</b>  |
|-------------------------|----------------------|---|
| 3                       | 07/01/12             | This amendment is issued to renew the subject contract an additional twelve (12) months, effective 07/01/12 through 06/30/13. |
| 2                       | 05/05/12             | Amendment #2 to notify price increase effective 05/05/12 and note new analyst contact.  |
| 1                       | 03/03/10             | Amendment #1 to notify of a price increase effective for orders issued on or after March 3, 2010.                             |