

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

**REQUIREMENTS CONTRACT: FIRST QUALITY VINYL SHEETS; 3 RING BINDER HARDWARE, METAL, NICKEL FINISH FOR NOTEBOOKS**

CONTRACT No.: OT901508

EFFECTIVE DATES: 08/01/07 to 07/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901508 that opened on 05/09/07. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, WARREN CORRECTIONAL INSTITUTION, STATE ROUTE 63, PO BOX 120, LEBANON, OH 45036, 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:

Dan Cartwright  
dan.cartwright@das.state.oh.us

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



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

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

## TABLE OF CONTENTS

<b><u>CLAUSES</u></b>	<b><u>PAGE NO.</u></b>
Special Contract Terms and Conditions	3-6
Minimum Order	3
Delivery and Acceptance	3
Special Note	3
Descriptive Literature	3
Product Samples	3
Contract Award	3
Evaluation	3
Fixed- Price with Economic Adjustments	4
Usage Reports	4
Ohio Department of Rehabilitation and Correction – Institutions	6
Specifications	7-9
<b><u>CONTRACT ITEMS</u></b>	
Price Schedule – Category I	10
Price Schedule – Category II	11
Contractor's Index	12

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars.

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 items on the bid shall be made available for delivery to the following location:

OPI - Warren Correctional Institution  
S.R. 63  
Lebanon, OH 45036  
Contact Person: Phil Bush, Metal furniture Shop - (513) 932-3388 x2107  
Delivery: 8:00 a.m. to 10:00 a.m. and 12:00 a.m. to 3:00 p.m., Monday through Friday, except state holidays.

If there are problems concerning delivery, contact the OPI Business Administrator at 868 Freeway Drive North, Building 7, Columbus, Ohio 43229, (614) 752-0275, Fax (614) 752-0491.

SPECIAL NOTE: DAS and DRC-OPI reserves the right to add any additional institutional sites for shipment. Primary shipment institution is listed on page 3, all other potential institutional locations for shipment are listed on page 6.

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.

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.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by category of product. Failure to bid all items may result in the bidder being deemed not responsive.

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 by the estimated annual usage listed in the bid and then adding each of the totals together to arrive at a total for all items within the category. If the estimated annual usage listed is unknown a quantity of one (1) will be used for the evaluation. Failure to bid all items within a category may result in the bidder being deemed not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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 three (3) 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: Jennifer Dammeyer.

MINORITY SET ASIDE: It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION - INSTITUTIONS

Allen Correctional Institution Lima, Ohio 45802	Noble Correctional Institution Caldwell, Ohio 43724
Belmont Correctional Institute St. Clairsville, Ohio 43950	North Central Correctional Institution Marion, Ohio 43302
Chillicothe Correctional Institute Chillicothe, Ohio 45601	North Coast Correctional Treatment Facility Grafton, Ohio 44044
Corrections Medical Center Columbus, Ohio 43223	Northeast Pre-Release Center Cleveland, Ohio 44115
Correctional Reception Center Orient, Ohio 43146	Oakwood Correctional Facility Lima, Ohio 45801
Dayton Correctional Institution Dayton, Ohio 45417	Ohio Reformatory for Women Marysville, Ohio 43040
Franklin Pre-Release Center Columbus, Ohio 43223	Ohio State Penitentiary Youngstown, Ohio 44505
Grafton Correctional Institution Grafton, Ohio 44044	Pickaway Correctional Institution Orient, Ohio 43146
Hocking Correctional Facility Nelsonville, Ohio 45764	Richland Correctional Institution Mansfield, Ohio 44901
Lake Erie Correctional Institution Conneaut, Ohio 44030	Ross Correctional Institution Chillicothe, Ohio 45601
Lebanon Correctional Institution Lebanon, Ohio 45036	Southeastern Correctional Institution Lancaster, Ohio 43130
London Correctional Institution London, Ohio 43140	Southern Ohio Correctional Facility Lucasville, Ohio 45699
Lorain Correctional Institution Grafton, Ohio 44044	Toledo Correctional Institution Toledo, Ohio
Madison Correctional Institution London, Ohio 43140	Trumbull Correctional Institution Leavittsburg, Ohio 44430
Mansfield Correctional Institution Mansfield, Ohio 44901	Warren Correctional Institution Lebanon, Ohio 45036
Montgomery Education & Pre-Release Ctr. Dayton, Ohio 45418	Marion Correctional Institution Marion, Ohio 43302

## SPECIFICATIONS

### I. SCOPE AND CLASSIFICATION

- A. Scope – Ohio Penal Industries (OPI) requires various items for use in the fabrication process for three ring binders. These products include vinyl, and 3 ring binder hardware. These products are delineated into two categories.
- B. Classification
1. Category I - Class 100, vinyl.
  2. Category II - 3 Ring binder hardware.

### II. REQUIREMENTS CATEGORY I

A. Material and Construction

1. First quality 100% virgin, Class 100, vinyl for the construction of notebooks.

B. Colors

1. Primary required colors must be: Navy Blue, Royal Blue, Red, Black, White, Beige (Bone), Burgundy, Brown, Orange and Green. All other colors in the same finish normally provided by the contractor or manufacturer must also be made available.

C. Construction

1. Vinyl must be of first quality 100% virgin, Class 100, vinyl material, free of pinholes, blemishes, crinkles, tears, and faded areas. It must pass the cold crack test down to -0 degrees F. (Class 100) and must pass a 150 hour fadeometer test.
2. Vinyl must have a thickness (gauge) of .013 or .014 before embossing.
3. Vinyl must weigh per sq. yard as follows: .013 gauge - .78 lbs. minimum; .014 gauge - .85 lbs. minimum
4. The width must be 49" and the length must not be less than 100 yards and not more than 125 yards. No other roll dimensions are acceptable.
5. Finish must be Suedene.
6. Vinyl must meet all .013 gauge or .014 gauge, Class 100, virgin vinyl standards for loose leaf binders as formulated by the Binding Industries of America.

D. Packaging

1. Material is to be packed/covered in such a manner to protect the product from the adverse effects of humidity, light, dust, and physical damage due to impact and crushing during shipment and storage. Styrofoam spacers are to be placed between rolls of vinyl for shipping and storage.

E. Special Note

1. Only full rolls will be purchased from any contract resulting from this bid.

### III. REQUIREMENTS CATEGORY II

A. Quality

1. First quality three ring binder hardware used for the construction of notebooks.

SPECIFICATIONS (Cont'd)

B. Sizes

1. First quality binder hardware, nine (9) sizes, nickel finish.
  - a. 11" x 1/2"
  - b. 11" x 1"
  - c. 11" x 1-1/2"
  - d. 11" x 2"
  - e. 11" x 3"
  - f. 8-1/2" x 1"
  - g. 11" x 1" D-Ring
  - h. 11" x 2" D-Ring
  - i. 11" x 3" D-Ring

C. Material

1. Binder hardware must conform to the following specifications. All three ring binder hardware bid must meet the minimum specification set forth by BRMA 101 and any amendments thereto.

D. Construction

1. 11" x 1/2"
  - a. First quality
  - b. Width: 7/8"
  - c. Chassis Width: 3/4" (20mm)
  - d. Overall Height: 31/32"
  - e. Capacity: 21/32"
  - f. Finish: Nickel finish, round ring 1/2" open/close booster
2. 11" x 1"
  - a. First quality
  - b. Width: 1-9/32"
  - c. Chassis Width: 1" (26mm)
  - d. Overall Height: 1-1/32"
  - e. Capacity: 1-1/32"
  - f. Finish: Nickel finish, round ring 1" open/close booster
3. 11" x 1-1/2"
  - a. First quality
  - b. Width: 1-11/16"
  - c. Chassis Width: 1" (26mm)
  - d. Overall Height: 1-25/32"
  - e. Capacity: 1-9/16"
  - f. Finish: Nickel finish, round ring 1-1/2" open/close booster
4. 11" x 2"
  - a. First quality
  - b. Width: 2-1/4"
  - c. Chassis Width: 1-3/4" (45mm)
  - d. Overall Height: 2-5/16"
  - e. Capacity: 2-1/16"
  - f. Finish: Nickel finish, round ring 2" open/close booster

SPECIFICATIONS (Cont'd)

5. 11" x 3"
  - a. First quality
  - b. Width: 3-21/64"
  - c. Chassis Width: 1-3/4" (45mm)
  - d. Overall Height: 3-7/16"
  - e. Capacity: 3-1/32"
  - f. Finish: Nickel finish, round ring 3" open/close booster
  
6. 8-1/2" x 1"
  - a. First quality
  - b. Width: 1-9/32"
  - c. Chassis Width: 1" (26mm)
  - d. Overall Height: 1-3/8"
  - e. Finish: Nickel finish, round ring 1" open/close booster
  
7. 11"x 1" Diagonal Ring
  - a. First quality
  - b. Width of Base 3/4" (20mm)
  - c. Overall Length of Metal 11.36"
  - d. Ring Capacity 1"
  - e. Finish: Nickel finish, D-ring 1" open/close booster
  - f. Rivet Centers 9 9/16" (centers rounded to the nearest 1/16 of an inch)
  - g. Outside Ring Centers 8 1/2"
  - H. Ring Spacing 4 1/4" Even
  
8. 11"x 2" Diagonal Ring
  - a. First quality
  - b. Width of Base 1 1/2" (36mm)
  - c. Overall Length of Metal 11.30"
  - d. Ring Capacity 2"
  - e. Finish: Nickel finish, D-ring 2" open/close booster
  - f. Rivet Centers 9 9/16" (centers rounded to the nearest 1/16 of an inch)
  - g. Outside Ring Centers 8 1/2"
  - H. Ring Spacing 4 1/4" Even
  
9. 11"x 3" Diagonal Ring
  - a. First quality
  - b. Width of Base 1 1/2" (36mm)
  - c. Overall Length of Metal 11.30"
  - d. Ring Capacity 3"
  - e. Finish: Nickel finish, D-ring 3" open/close booster
  - f. Rivet Centers 9 9/16" (centers rounded to the nearest 1/16 of an inch)
  - g. Outside Ring Centers 8 1/2"
  - H. Ring Spacing 4 1/4" Even

E. Packaging

1. Components are to be packaged in such a manner to protect the product from the adverse effects of physical damage due to impacts during shipment and storage.

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Procurement and not used in the evaluation and any subsequent award.

CATEGORY I - VINYL

CONTRACTOR: Roger Elliott Co.

**ITEM NUMBER	OPI ITEM NO.	DESCRIPTION	GAUGE OF VINYL	***LENGTH OF ROLL (LINEAR FEET)	UNIT PRICE PER FOOT
10412	010811	VINYL, NAVY BLUE – 0207	13	375 FT	\$0.54**
10458	020811	VINYL, ROYAL BLUE – 0205	13	375 FT	\$0.54**
10461	030811	****VINYL, RED – 0220	13	375 FT	NA
10462	040811	VINYL, BLACK – 0299	13	375 FT	\$0.54**
10463	050811	VINYL, WHITE (Warm) – 0202	13	375 FT	\$0.54**
10464	070811	VINYL, BEIGE – 0241	13	375 FT	\$0.54**
10465	080811	****VINYL, GREEN (Forest) – 0263	13	375 FT	NA
10466	090811	#VINYL, ORANGE (Burnt) – 0270	13	375 FT	\$0.54**
10467	100811	#VINYL, BROWN (Light) – 0235	13	375 FT	\$0.54**
10468	120811	#VINYL, BURGUNDY - 0226	13	375 FT	\$0.54**
10469	---	VINYL, ALL OTHER COLORS	13	375 FT	\$0.54**

PLEASE LIST ADDITIONAL COLORS AVAILABLE: 48 Colors available – Swatch Cards available upon request. \_\_\_\_\_

MANUFACTURER: Gane Brothers and Lane

\*Product contains recycled materials; Y/N N\_\_\_\_\_ If so, N/A\_\_\_\_\_ %.

\*Will not be a part of the evaluation, but may become a part of the contract.

\*\*Denotes price increase effective October 20, 2008 with amendment 7

NOTE: 10 Roll Minimum orders (any combination of rolls can be used to make the 10 roll min.)

\*\*\* Denotes new length of roll. (10/01/08)

# Denotes 2500 yd minimum order for these colors (10/01/08)

\*\*\*\* Denotes red and green are no longer offered

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of State Procurement and not used in the evaluation and any subsequent award.

CATEGORY II: 3-RING BINDER HARDWARE

CONTRACTOR: Roger Elliott Co.

ITEM NUMBER	OPI ITEM NO.	DESCRIPTION	QUANTITY PER CASE	PRICE PER CASE	UNIT PRICE EACH
10479	010813	11" X 1/2" BINDER HARDWARE	280	\$111.52**	\$0.40
10480	020813	11" X 1" BINDER HARDWARE	200	\$90.12**	\$0.45
10481	030813	11" X 1-1/2" BINDER HARDWARE	160	\$76.46**	\$0.48**
10482	040813	11" X 2" BINDER HARDWARE	100	\$80.20**	\$0.80
10484	050813	11" X 3" BINDER HARDWARE	72	\$78.94**	\$1.10**
10488	060813	8-1/2" X 1" BINDER HARDWARE	200	\$96.17**	\$0.48
10489	080813	11" x 1" DIAGONAL RING BINDER HARDWARE	200	\$108.76**	\$0.54
10490	100813	11" x 2" DIAGONAL RING BINDER HARDWARE *	80	\$80.52**	\$1.01**
10491	110813	11" x 3" DIAGONAL RING BINDER HARDWARE	60	\$75.14**	\$1.25

MANUFACTURER AND LOCATION: Benson International Systems, Clifton, N.J. \_\_\_\_\_

\*Product contains recycled materials; Y/N N\_\_\_\_\_ If so, N/A \_\_\_\_\_%.

\*Will not be a part of the evaluation, but may become a part of the contract.

\*\*Indicates price increase effective June 28, 2010

CONTRACTOR'S INDEX

CONTRACTOR, TERMS, AND SHIPMENT:



Encouraging Diversity, Growth & Equity (EDGE)

\*142092  
Roger Elliott Company  
P.O. Box 29665  
Columbus, OH 43229

CONTRACTOR'S CONTACT: Roger Elliott

BID CONTRACT NO.: OT901508 (07/31/10)

CONTRACT: OT901508-1A

SHIPMENT: 30 Days A.R.O.

TERMS: 2%, 10 Days, Net 30 Days

Telephone: (614) 882-2783  
Fax: (614) 882-2781  
E-Mail: [roger.elliott@att.net](mailto:roger.elliott@att.net)

\*Denotes addition of OAKS vendor number and contract numbers. (9/17/07)

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
9	06/28/10	This amendment is issued to indicate a price increase, effective June 28, 2010.
8	06/04/10	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 07/31/10. Thereafter, the using agency will use its Direct Purchase Authority to obtain service.
7	10/20/08	Price Change effective 10/20/08
6	10/01/08	Change of supplier effective 10/01/08
5	08/17/08	Price increase effective 08/17/08
4	07/05/08	Price increase effective 07/05/08
3	05/21/08	Issued due to a price increase effective 05/21/08.
2	04/17/08	Issued to correct formatting
1	02/04/08	Denotes price increase effective February 4, 2008 with amendment 1 for Category II.
N/A	9/17/07	Removal of TINS and addition of OAKS numbers