

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

REQUIREMENTS CONTRACT: MATTRESS CORES, THERMALLY BONDED POLYESTER AND PILLOW BATTS

CONTRACT No.: OT903210

EFFECTIVE DATES: 11/01/09 to 10/31/12
Renewal through 04/30/2014

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903210 that opened on 09/18/09. 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 CORRECTION, OHIO PENAL INDUSTRIES, CHILLICOTHE CORRECTIONAL INSTITUTION, 15802 STATE ROUTE 104 NORTH, CHILLICOTHE, OH 45601, 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>

Signed: _____
Robert Blair, Director Date

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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 fifteen (15) 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:

OPI – Chillicothe Correctional Institution
15802 State Route 104 North
Chillicothe, Ohio 45601
Contact Person: Brendee Billings, Industry Manager – (740) 774-7080 x 2440
Delivery: Monday – Thursday 7:30 a.m. - 10:00 am and 11:45 am - 2:00 pm.

No deliveries will be accepted during adverse weather conditions due to security factors.
Please phone the contact person prior to delivery for authorization.

NOTE: All deliveries to be coordinated with the Institution.

All damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the contractor for prompt replacement.

SPECIAL NOTE: DAS / 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.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than three hundred (\$300.00) dollars.

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

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) 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 (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. 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 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.

TECHNICAL DATA: The bidder(s) may be required to submit technical data and/or laboratory test report(s) for the supplies being offered. The technical data and/or test report(s) 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 may be required to provide the technical data and/or test report within seven (7) calendar days after notification. Failure to provide the technical data and / or test report within the stated time period 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 cost by the estimated annual usage listed in the bid and then adding each line item total to obtain a grand total for all items. For items listing usage as "unknown", a usage of one (1) shall be used for evaluation purposes. 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 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.

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: Jennifer Dammeyer, CPPB.

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".

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.

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.

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

SPECIFICATION

I. SCOPE AND CLASSIFICATION

- A. Scope: The purpose of this bid is to obtain thermally bonded polyester fiber cushioning to be used in the manufacture of mattresses and pillows at the Chillicothe Correctional Institution.
- B. Classification
1. Mattress Core
 - a. 28.5" wide x 73" long x 4.5" thick (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 - b. 28.5" wide x 77" long x 4.5" thick (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 - c. 30" wide x 72" long x 4.5" thick (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 - d. 34.5" wide x 73" long x 4.5" thick (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 - e. 34.5" wide x 77" long x 4.5" thick (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 - f. Miscellaneous other sizes (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)
 2. Pillow Batting (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)

II. APPLICABLE DOCUMENT(S):

- A. California Technical Bulletin #117.
- B. In addition the agency will be testing finished mattresses to California Technical Bulletin 121 and 129.

III. REQUIREMENTS:

A. Material

1. The material (mattress core and pillow fill) should consist of vacuum bonded 100% Polyester polymer fiber suitable for intended use, and processed to meet or exceed all of the flammability requirements and physical characteristic requirements stated herein.
2. The material is to contain no glues, resins, adhesives, fillers, additives or other chemicals.

- B. Mattress Cores: The cores required by these specifications are intended for the use in the construction of mattresses for high risk and public occupancy applications.

1. Construction

- a. The mattress cores are to be composed of low melt polyester/polyester sheath core binder fiber. No more than 20% recycled material is acceptable.
- b. The surface of the mattress core must be flat and uniform, without imperfections adversely impacting appearance, function or durability.
- c. The core is to be one-piece without splicing or lamination.

SPECIFICATION (cont.)

III. REQUIREMENTS: (cont.)

2. Physical Characteristics: The material must meet the following minimum requirements:
 - a. Density/Weight: Total minimum square foot weight of ten (10) ounces.
 - b. Industry Standards: Core must retain its original shape in the area of body weight with minimum thickness loss. Unspecified details herein are to be in accordance with the acceptable standard commercial and industry practices for products of this type.
3. Environmental Requirements: All mattress cores are to:
 - a. Be produced using new, unused currently standard product (raw material).
 - b. Be odor free.
 - c. Be hypoallergenic.
 - d. Not contain volatile organic compounds (VOC'S).
4. Flammability: All mattress cores shall meet the standards of California Technical Bulletin #117.
5. Packaging and Labeling
 - a. Packaging is to be standard to the industry.
 - b. Packing: Cores are to be wrapped in poly bag or any other strong wrapping material so that no damage or contamination can be made to the insert.
 - c. Labeling: Each package is to indicate the name of the material, size, contractor's name, and the name of the institution/agency.
6. Unit of measure (U/M):
 - a. The unit of measure for mattress cores when a specific size is listed in the bid is to be each. The unit of measure for mattress cores in the category of "Other Sizes" is to be mattress board feet.

Pricing for "Other Sizes" (per mattress board foot) shall be determined as follows:

Width (inches) x Length (inches) x Thickness (inches) ÷ 144 = mattress board feet (bf)

144 cubic inches = 1 mattress board foot (bf)

EXAMPLE: 24" x 77" x 4.5" = 8316" ÷ 144 = 57.75 bf

SPECIFICATION (cont.)

III. REQUIREMENTS: (cont.)

7. Sizes

- a. Sizes listed on the bid pricing page will most often be required. Small quantities of other sizes may be required.

C. Pillow Fill: The fill required by these specifications is intended for use in the construction of pillows for high risk and public occupancy applications.

1. Construction

- a. The pillow fill must be rolled batting. The batting is to be composed of low melt polyester/polyester sheath core binder fiber. No more than 20% recycled material is acceptable.
- b. The surface of the pillow must be flat, uniform and without imperfections adversely impacting appearance, function or durability.

2. Physical Characteristics: The fill is to be rolled batting and meet the following minimum requirements:

- a. Density/Weight: Two (2) ounces per square foot.
- b. Industries Standards: Pillow fill must retain original shape with minimum thickness loss. Unspecified details herein are to be in accordance with the acceptable standard commercial and industry practices for products of this type.

3. Environmental Requirements

- a. All pillow fill are to:
 1. Be produced using new, unused currently standard product (raw material).
 2. Be odor free.
 3. Be hypoallergenic.
 4. Not contain volatile organic compounds (VOC'S).

4. Flammability: All pillow fills/batts must meet the standards of California Technical Bulletin #117.

SPECIFICATION (cont.)

III. REQUIREMENTS: (cont.)

5. Packaging and Labeling:

- a. Are to be standard to the industry.
- b. Packing: Fills are to be wrapped in poly bag or poly vacuumed, or any other strong wrapping material so that no damage or contamination can be made to the insert.
- c. Labeling: Each package is to indicate the name of the material, size, contractor's name, and the name of the institution/agency.

6. Unit of measure (U/M): The U/M for pillow fill is to be a roll.

7. Size

- a. Pillow fill is to be provided in a roll 21" wide x 2.5" thick x no longer than 55' long (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness).

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 Procurement Services and not used in evaluation and any subsequent order.

ITEM NUMBER	OPI ITEM NUMBER	ESTIMATED* USAGE	ITEM	TRUCKLOAD QUANTITY	UNIT PRICE
5161	010178	UNKNOWN	Mattress Core, 28.5" x 73" x 4.5" (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	570 ea.	\$13.66 ea.
4909	020178	1200	Mattress Core, 28.5" x 77" x 4.5" (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	540 ea.	\$ 14.41 ea.
10016	060178	40	Mattress Core, 30" x 72" x 4.5" (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	550 ea.	\$14.18 ea.
9846	030178	40	Mattress Core, 34.5" x 73" x 4.5" (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	470 ea.	\$16.53 ea.
9907	040178	700	Mattress Core, 34.5" x 77" x 4.5" (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	450 ea.	\$17.45 ea.
9908	N/A	UNKNOWN	Mattress Core, Other Sizes (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	37,000 bf.	\$0.21 bf.
4908	010190	700	Pillow Batting (+/- 1/4" tolerance on width and length, +/- 1/2" tolerance on thickness)	450 rls.	\$17.26 roll

Note: If estimated usages are unknown a quantity of one (1) will be used for the evaluation

Bidder to indicate the length and number of board feet per roll of pillow batting:

Length: 55 ft Bd. Ft.: 240.625

Contains recycled materials – Y/N: YES, If Yes 20%. Will not be part of the evaluation.

* Indicates updated pricing

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

200996
Indratech of Indiana LLC
1212 E. Maple Rd.
Troy, MI 48083

CONTRACT NO.: OT903210 (04/30/14)

CONTRACT: OT903210-3
TERMS: Net 30 Days
DELIVERY: Within 15 Days ARO

CONTRACTOR'S CONTACT: Mr. Matt Heinrich

Telephone: (248) 377-1877
FAX: (248) 377-1889
Email: matt.heinrich@indratech-us.com

Preferred Method of Receiving Purchase Orders:

E-MAIL: Indratech_of_AuburnHills@indratech-us.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	11/01/13	This amendment is issued to mutually extend the contract for a period of six (6) months effective November 1, 2013 through April 30, 2014.
2	11/01/12	This amendment is issued to indicate as a result of mutual agreement, the subject contract has been renewed for an additional 12 months, effective November 1, 2012 through October 31, 2013. The name on the contract has also been updated, the ownership of the company and the federal ID# remain the same, only the name has changed. All other prices, terms and conditions remain unchanged.
1	10/3/11	This amendment is issued to indicate an update to the pricing, contractor's contact person, and procurement analyst assigned.