

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: MATERIALS AND SUPPLIES FOR THE CONVERTING OF SANITARY TOILET TISSUE

CONTRACT No.: OT904011

EFFECTIVE DATES: 02/09/11 to 12/31/2011
Renewal through: 12/31/2013

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904011 that opened on 12/03/10. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, BELMONT CORRECTIONAL INSTITUTION, 68518 BANNOCK ROAD, STATE ROUTE 331, ST. CLAIRSVILLE, OH 43950, 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:

Walter Schneider, CPPB **
walter.schneider@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

** Changed by Amendment #2 to this contract effective 01/10/12.

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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.

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.

NOTE: All deliveries are to be coordinated with the institution. The delivery location is:

OPI Toilet Tissue Shop
Belmont Correctional Institution
68518 Bannock Road, State Route 331
St. Clairsville, OH 43950

Deliveries will be accepted between the hours of 8:00 AM to 10:00 AM and 12:00 PM and 2:00 PM, Monday through Friday, excluding state observed holidays. The carrier is to call the OPI Toilet Tissue Shop at the institution prior to arrival for authorization to deliver.

No deliveries will be accepted during foggy or adverse weather conditions in accordance with institution security procedures.

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.

In the event that a problem cannot be resolved with the institution shop manager, contact Mike Mouser (OPI Production Manager at OPI-Central Office, 868 Freeway Drive North, Building 7, Columbus, OH 43229 at (614)752-0282.

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 (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 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, estimated annual usages to be in the evaluation are noted on the Bid Price Page of this bid. Estimate annual usage for each line item will be multiplied by the prices submitted by individual bidders to determine the lowest responsive and responsive Bid per category.

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

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first three (3) 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 or via Email in Excel format) 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: Walt Schneider, walter.schneider@das.state.oh.us **

NOTICE ON THE USE OF THE SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

** Changed by Amendment #2 to this contract effective 01/10/12.

SPECIFICATIONS – SANITARY TOILET TISSUE MANUFACTURING SUPPLIES

SCOPE AND CLASSIFICATION:

A. SCOPE:

1. The State of Ohio, Department of Rehabilitation and Corrections, Ohio Penal Industries has requirements for various sanitary toilet tissue manufacturing materials and supplies. These materials and supplies will be delivered to the Ohio Penal Industries (OPI) Toilet Tissue Shop located at the Belmont Correctional Institution 68518 Bannock Road, State Route 331 St. Clairsville, OH 43950
2. The specifications below state the minimum requirements for the supplies the state of Ohio desires to purchase on behalf of the Department of Rehabilitation and Corrections, Ohio Penal Industries. These requirements are delineated into the following categories

Category I. Sanitary Toilet Tissue Core Material – UNSPSC 141215

01. Core Material

Category II. Sanitary Toilet Tissue Parent Rolls – UNSPSC 141117

02. One-Ply – Recycled

03. Two-Ply - Recycled

B. SPECIFICATIONS:

Category I. – Sanitary Toilet Tissue Core Material – UNSPSC 141215

Item 01. Sanitary Toilet Tissue Core Material

Unit of Measure:	Per 1000 Square Feet
Basis Weight:	38 - 39 Pounds / 1000 Square Feet
Caliper:	11 Point (.011 inch) +/- 10%
Density:	3.3 - 3.6 lbs per point
Recycled Content:	100%
Manufacturer:	Sonoco 08562 39# Core Stock DF or Ohio Paperboard 38# TAC DF (37) Core Winding Chip or Equivalent

Category II. – Toilet Tissue Parent Rolls – UNSPSC 141117

Item 02. Toilet Tissue Parent Roll – 1-Ply 100% Recycle Content

Unit of Measure:	Per Ton (2,000 pounds)
Core Diameter:	3 - 14 Inches
Roll Outside Diameter	55 - 59 Inches
Parent Roll Width	96 - 102 Inches
Basis Weight:	10 - 11 Pounds per 3,000 Square Feet
Stretch:	9% to 11% length
Bulk (Thickness)	.026 – .028 millimeters
Composition:	100% Recycle Content (Must be labeled “Recycled”)

Item 03. Toilet Tissue Parent Roll – 2-Ply 100% Recycle Content

Unit of Measure:	Per Ton (2,000 pounds)
Core Diameter:	3 - 14 Inches
Roll Outside Diameter	55 - 59 Inches
Parent Roll Width:	96 - 102 Inches
Basis Weight:	9 - 9.4 Pounds per 3,000 Square Feet Per Ply/Layer
Stretch:	9% to 11% length
Bulk (Thickness)	.025 – .027 millimeters per ply
Composition:	100% Recycle Content (Must be labeled “Recycled”)

SPECIFICATIONS – SANITARY TOILET TISSUE MANUFACTURING SUPPLIES

C. QUALIFICATIONS:

The Bidder shall have the following qualifications and/or certifications at the time of submitting their Bid. Failure to provide evidence of these qualifications may deem the Bid as not responsible and no further consideration may be given.

1. The Bidder shall be able to provide customer service hours during normal business hours of 8:00 am – 3:30 pm. The Bidder shall respond to any phone messages within the same business day if received prior to 3:00 pm and by 10:00 am of the following day if received after 3:00 pm the preceding day.
2. The Bidder shall maintain any certifications or licenses required by Federal, State, or Local government to perform and/or provide the services described herein.

BID PRICE PAGE

Category I. Sanitary Toilet Tissue Core Material

Contractor: Batliner Paper Stock Company 0000180144

OAKS Item ID	Description	Manufacturer and Item Number	Price Per 1,000 Square Feet
17875	Sanitary Toilet Tissue Core Material	Ohio Paperboard 38# TAC DF (37) Core Winding Chip	\$18.16

Category II. Sanitary Toilet Tissue Parent Rolls

Contractor: Convermat Corporation 0000188605

OAKS Item ID	Description	Manufacturer-Core Size/Roll Diameter/Roll Weight	Price Per Ton (2,000 lbs.)
17878	Sanitary Toilet Tissue Parent Roll 1-Ply. 100% Recycled	Core Size: 8" Roll Diam: 55" Roll Wght: 1800 lbs. Mfgr: (see authorized subcontractors, page 9)	\$1,160.00 *
13117	Sanitary Toilet Tissue Parent Roll 2-Ply, 100% Recycled	Core Size: 5" Roll Diam: 55" Roll Wght: 1800 lbs. Mfgr: (see authorized subcontractors, page 9)	\$1,160.00 *

* Price reduction effective for all orders issued on or after 08/19/13.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000180144
Batliner Paper Stock Company
305 Sunshine Road
Kansas City, KS 66115

CONTRACT NO.: OT904011 -1 (12/31/2013)

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jeff Lee

Telephone: 913-233-1337 X185

FAX: 913-233-1368

E-mail: Jlee@pioneerintl.com

MINIMUM ORDER: Minimum order amount is \$25.00

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be e-mailed to:

E-mail: Jlee@pioneerintl.com

OAKS Item Identification Number: 13120 Freight charges on orders less than minimum as applicable.

CONTRACTOR, REMIT TO ADDRESS AND TERMS: *

0000188605
Convermat Corporation
111 Great Neck Road *
Great Neck, NY 11021 *

CONTRACT NO.: OT904011 -2 (12/31/2013)

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

CONTACT INFORMATION: *

Michael Belt, VP Sales
Convermat Corp
103 W. College, Suite 720
Appleton, WI 54911

TELEPHONE: 920-830-7400

FAX: 920-830-7401

E-mail: mike@convermat.com

MINIMUM ORDER: Minimum order amount is \$25.00

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be e-mailed to:

E-mail: Mike@convermat.com

OAKS Item Identification Number: 13120 Freight charges on orders less than minimum as applicable.

DAS APPROVED SUBCONTRACTORS:

THE NEWARK PAPERBOARD MILLS GROUP (OHIO PAPERBOARD)
ORCHIDS PAPER
ST TISSUE & PAPER, LLC/SCA AMERICA
TREBOR

* Added by Amendment # 9 to this contract effective 11/18/13.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
9	11/18/13	Issued to change Contractor Convermat Corporation's remittance address subject to request by the contractor.
8	08/19/13	Issued to reduce prices on OAKS items 17878 and 13117 for the account of Convermat Corporation from \$ 1,185.00 to \$ 1160.00 per ton effective with all orders placed on or after 08/19/13.
7	04/29/13	Issued to adjust prices on OAKS items 17878 and 13117 for the account of Convermat Corporation effective with all orders placed on or after 04/29/13.
6	01/01/13	Issued to renew this contract for 12 months through 12/31/13 by mutual agreement of the parties.
5	08/24/12	Issued to adjust prices on OAKS items 17878 and 13117 for the account of Convermat Corporation effective with all orders received on or after 08/24/12 and to add ST Tissue & Paper, LLC/SCA America as a DAS Authorized Subcontractor.
4	01/05/12	Issued to adjust (reduce) prices on OAKS items 17878 and 13117 for the account of Convermat Corporation retroactive with all orders received on or after 01/05/12.
3	02/03/12	Issued to adjust prices on OAKS Item 17875 for the account of Batliner Paper Stock Company effective 02/03/11 and to correct the business name of DAS Authorized Subcontractor Ohio Paperboard.
2	01/01/12	Issued to renew this contract for twelve (12) months from 01/01/12 through 12/31/12 by mutual agreement of the parties to the contract, change the DAS contact for the contract, change the USAGE REPORT clause on Page 4 of the contract, update Batliner Paper Stock Company contact information and add Orchids Paper as an approved DAS Subcontractor.
1	06/05/11	Issued to adjust prices on selected items on this contract effective with all orders issued on or after 06/05/11.