

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

REQUIREMENTS CONTRACT: SERVICE AWARD PINS

CONTRACT No.: OT905510

EFFECTIVE DATES: 03/15/2010 to 02/28/2013  
\*Renewal through 02/28/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS905510 that opened on 02/05/10. 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 All State Agencies, 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.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: \_\_\_\_\_ Date \_\_\_\_\_  
Robert Blair, Director

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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 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 shall submit samples of the supplies being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples with the bid response 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.

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.

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.

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 unit price and add these totals together. Failure to bid all items may result in the bidder being deemed as not responsive.

DIES: During the term of an awarded contract, the awarded contractor may be required to manufacture new dies to insure the highest quality of workmanship possible. All dies manufactured as a part of fulfillment of an awarded contract pursuant to this bid shall become the property of the state of Ohio and shall be returned to the Office of State Purchasing upon expiration or cancellation of the contract. Bidders shall not submit separate pricing for the cost of the dies. All die costs are to be reflected in the unit price of the service pins. Bids containing separate pricing for the dies shall be deemed not responsive. Dies shall be replaced when the crispness of the lettering can no longer be maintained. Clear concise detail registration shall be maintained on all lettering and portions of the paranoiac view.

PRE-PRODUCTION SAMPLES: The contractor shall be required to submit, for approval, pre-production samples of the current design, within three (3) weeks of manufacture of new dies, to show quality and workmanship of pins to be delivered. Pins supplied under the contract shall be of the same quality and workmanship as the approved pre-production samples. Failure to maintain the same quality level shall render the contractor liable for any additional costs. All pre-production samples shall become property of the state of Ohio.

FACILITY VISIT: The Office of State Purchasing reserves the right to visit a bidder's/contractor's business location for determination of meeting bid requirements prior to an award or at anytime during the duration of an awarded contract.

SPECIAL 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".

SPECIAL CHARGES: There will be no assessments, up-charges, single item charge, surcharge, re-stocking fee, minimum order charge, nor will any additional charges be allowed that are not specifically mentioned under the provisions of the Instructions To Bidders And Contract Terms And Conditions, and the Special Contract Terms And Conditions contained in this bid and any ensuing contract awarded pursuant to this Invitation To Bid.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause below. Shipment shall be made to any state agency, state vocational school, state university or state community college.

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than fifty (\$50.00) 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 one hundred-fifty (\$150.00) dollars.

ON ORDERS TOTALING LESS THAN ONE HUNDRED FIFTY (\$150.00) DOLLARS: Shipment is to be made by freight, parcel post, express or commercial package delivery; whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

CONTRACT RENEWAL: See Article S-6. Contract Renewal: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

SPECIAL TERMS AND CONDITIONS (cont.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
General Services Division, Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

SPECIAL TERMS AND CONDITIONS (cont.)

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

1. Ohio Workers' Compensation Certificate.
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 Insurance:
  - a. Minimum limits of \$500,000.00 per occurrence.
  - b. Minimum limits of \$1,000,000.00 annual aggregate.
  - c. The State shall be listed as the certificate holder.
  - d. To be compliant, the Commercial General Liability policy must include the following three endorsements:
    - 1) a blanket waiver of subrogation.
    - 2) a statement that the Commercial General Liability coverage is primary over any other coverage.
    - 3) a designation of the State 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 compliant certificate within the stated time frame may cause the bidder to be deemed not responsive.

STATE OF OHIO OFFICE OF BUDGET MANAGEMENT ELECTRONIC FUNDS TRANSFER PAYMENTS PROGRAM: The awarded contractor should consider registering for the state of Ohio, Office of Budget Management's Electronic Funds Transfer Payments program. By registering and participating in this program, contractors reduce costs for both themselves and the state of Ohio and insure that payments for goods or services are transmitted to promptly and accurately. To register for this program, go to: [www.obm.ohio.gov/](http://www.obm.ohio.gov/) select Forms from the left side menu and scroll down to VENDOR FORMS, download and print form EFT – Direct Deposit Form (OBM-1234) review, complete, sign and submit it in accordance with the instructions on the form.

SPECIAL TERMS AND CONDITIONS (cont.)

FEDERAL TAXPAYER IDENTIFICATION FORM W-9:

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their bid response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of pdf files, select Item 1105, Form Number W-9
- download, complete the form, submit with the bid response

This completed form should be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of State Purchasing competitively bid Invitation to Bid, Request for Proposal, or State Term Schedule and also to currently awarded contractors as well. The DAS Central Accounting System requires that all contractor W-9 forms be periodically updated by submission of a new form.

DELIVERY METHOD: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

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.

## SPECIFICATIONS

- I. SCOPE: This specification covers the requirements for Jewelry Service Award Pins to be given to state of Ohio employees in recognition of their years of government service.
- II. REQUIREMENTS: The service award pin shall be a three-dimensional die cast pin constructed as follows:
  - A. All service award pins are to be manufactured from a casting die; not a stamping die.
  - B. Metal Quality: Pins shall be sterling silver as defined by industry standard.
  - C. Size: The pin shall be 5/8" ± .005" thick. Finished pin, excluding gemstones and clutch back, shall weigh no less than 1.6 DWT.
  - D. Design:
    1. Seal: The seal shall show clearly all of the traditional details of the Great Seal of the State of Ohio; that is the sun, sun rays, hills, arrows, and shocked grain. The areas in between the sunrays and behind the arrows and shocked grain are to be pierced (cut-out). The new Great Seal of the State of Ohio now depicts thirteen sunrays.

Exhibit I is a representative drawing of the finished product. Drawing is furnished only to show general design, position of lettering, stones and layout.
    2. Inscription: The inscription shall be in raised letters and shall say, "The Great Seal of the State of Ohio". The pin shall have sharp, crisp detail to allow the inscription to be read from a distance of 12-18 inches. The inscription shall be centered at the top of the circle, and the number of years (i.e. "5 years", "10 years", or "15 years") or the number of stones (i.e. 1 stone = 20 years, 2 stones = 25 years, or 3 stones = 30 years) shall be centered at the bottom of the circle. The appropriate number of years shall be supplied on the purchase order.
    3. Gemstones: Blood red synthetic, full cut, 03. Carat wt. Garnet stones. These pins shall not be fitted with imitation stones cut or molded from glass.
      - a. Placement:
        1. 20 years - one stone centered at the bottom of the pin
        2. 25 years - two stones with a star in between, centered at the bottom of pin
        3. 30 years - three stones centered at bottom of pin
    4. Packaging: Individual plastic presentation boxes with foam padding and a plastic cover/lid to protect from tarnish.
    5. Samples: Bidders may inspect a representative sample of the current pins by contacting Dan Cartwright, Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, (614) 728-4307. Samples are not available for mailing. Samples available are for the purpose of showing detail work; placement of stones and clarity required and is not an actual representation of the required pin.

PRICE SCHEDULE

Bidders shall not insert 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 Purchasing and not used in the evaluation and any subsequent award.

OAKS ITEM IDENTIFICATION NUMBER	ITEM	ESTIMATED USAGE (2 Yr.)	UNIT PRICE (EA)
155	Pin, Service Award 5 Yr., Lapel Pin	4,000	\$ 7.05 *
5842	Pin, Service Award 10 Yr., Lapel Pin	2,800	\$ 7.05 *
156	Pin, Service Award 15 Yr., Lapel Pin	2,800	\$ 7.05 *
5843	Pin, Service Award 20 Yr., Lapel Pin	2,150	\$ 7.10 *
157	Pin, Service Award 25 Yr., Lapel Pin	2,100	\$ 7.15 *
158	Pin, Service Award 30 Yr., Lapel Pin	1,100	\$ 7.20 *

\*Price increase effective for all orders issued on or after 04/20/11.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

178890  
All-Ways Advertising  
1442 Broad St.  
Bloomfield, NJ 07003

CONTRACTOR'S CONTACT: Andrew Lieberman

BID CONTRACT NO.: OT905510 (02/28/15)

CONTRACT NO: OT905510-2

TERMS: Net 30 Days

SHIPMENT: 30 Days A. R. O.

Telephone: (973) 338-0700  
Toll Free: (800)255-9291  
Fax: (973)338-6226  
E-mail: [al@awadv.com](mailto:al@awadv.com)

OAKS ITEM NO.: 9402, Freight charges on orders totaling less than \$150.00.

PREFERED METHOD OF RECEIVING PO: E-Mail

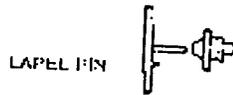
EXHIBIT I



4"



.5"



Art work shown above is to show detail and general design and placement of gemstones only. Size of the pin is to be as previously stated in the bid.

EXHIBIT I (Cont'd)



4"



2"



.5"



1"

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Revision Date</b>	<b>Description</b>
4	03/01/14	This amendment is issued to mutually extend the contract for a period of twelve (12) months effective March 1, 2014 through February 28, 2015. This amendment supersedes and replaces the previous amendment that was effective February 28, 2014.
3	04/01/13	This amendment is issued to mutually extend the contract for a period of eleven (11) months effective April 1, 2013 through February 28, 2014.
2	03/01/13	This amendment is issued to unilaterally extend the contract for a period of one (1) month effective March 1, 2013.
1	04/20/11	This amendment is issued to advise of price increase on products.