

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

REQUIREMENTS CONTRACT: INSTANT LOTTERY GAME TICKET DISPENSERS

CONTRACT No.: OT905906

EFFECTIVE DATES: 01/01/06 to 12/31/08
Renewal Through: 03/31/12 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905906 that opened on 10/14/05. 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 Lottery Commission, 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 website at the following address:

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

* Contract expiration date revised effective 10/01/11 through 03/31/12

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 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.

DESCRIPTIVE LITERATURE: The bidder shall submit, as part of their bid response, descriptive literature of the supplies or services being offered. The descriptive literature is to include the price list(s) in effect at the time of bid submission and upon which the bid response is based. The descriptive literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. 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 as part of their bid response will deem the bidder not responsive.

DESCRIPTIVE LITERATURE: Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, to include price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the Contractor must submit the new price list to any participating agency within ten (10) calendar days. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default. 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.

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.

The outside of shipping carton is to be clearly marked, "samples", with the bid number and the bid opening date.

If samples are to be returned you must include a self-addressed return mailing label and sufficient postage for said samples. Failure to comply with the foregoing will result in the samples becoming the property of the state of Ohio. The samples of the successful bidder will be retained until the expiration of this contract.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate this bid based upon the formula stated in Contract Award plus compliance with all bid specifications stated herein.

CONTRACT AWARD: A contract will be awarded to one responsive and responsible bidder per manufacturer. Where two or more bidders offer the same manufacturer the contract will be awarded to the bidder offering the lowest prices or greatest discounts.

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 FOB destination, transportation charges prepaid, at any one time to one destination, shall not be less than one hundred fifty (\$150.00) dollars.

FIXED-PRICE WITH COST ADJUSTMENT: During the life of the contract, there may be a new catalog published and/or price list thereto. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy of each as applicable. Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice by the Office of State Purchasing. Thereafter, state agencies may obtain the new catalog and/or price list from the Contractor.

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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walter Schneider (walter.schneider@das.state.oh.us).

SPECIFICATIONS

I. SCOPE

The purpose of this bid is to obtain a contractor(s) to provide instant lottery game tickets dispensers, as specified herein, for purchase by the Ohio Lottery Commission. As indicated herein, all items are to be shipped F.O.B. destination, transportation charges prepaid, inside dock delivery. The term of the contract shall be from date of award through December 31, 2007.

II. GENERAL REQUIREMENTS

Dispensers will be wall mounted in-counter or counter dispensers.

A. In-Counter Ticket Dispenser

1. Dispensers are to hold multiple instant ticket games.
2. All hardware for mounting/installation must be included.
3. Dispensers are to have a continuous ticket feed.
4. Each ticket dispenser holds up to three hundred (300) tickets.
5. Ticket cutter/feeder, on front edge of tray, has rollers for smooth dispensing of tickets and can be replaced if broken without replacing the whole tray.
6. Mirrors and plastic front window are included.
7. Each unit includes two (2) pieces of tempered safety glass with a metal trim top.
8. Top piece of tempered safety glass and the plastic front window are removable for easy cleaning and replacement.
9. The bottom piece of tempered safety glass is sealed against leakage of liquids.
10. An adjustable surround, to adjust the unit to the desired height under the counter, is to be included
11. The main body of the dispenser and removable tray are constructed of durable white ABS plastic and clear plastic.
12. Each removable tray is individually locked.

B. Counter Top Ticket Dispenser

1. Modules are to be made of injection molded clear polycarbonate, approximately .125 MIL thick.
2. Each dispenser is to be equipped with a lockable door.
3. The door is to be equipped with a rib located at each side of the lock to prevent tickets from engaging locks and to intersect with the top of the box to simplify loading.
4. The ticket tear bar is to be molded as part of the clear door and rollers are provided to keep center tension on the ticket.
5. UHMW tape is applied to the dispensing surface to prevent damage to the ticket's latex area.
6. A cam action lock is used to secure the door.
7. The unit is designed to make it possible to stack five (5) units high without placing the center gravity behind the bottom unit.
8. All units are designed to lock and snap together.
9. One (1) lockable slide unit is provided in every pack of two (2) dispensers for mounting the dispensers on the counter.

SPECIFICATIONS Cont'd)

10. UHMW tape is applied to the dispensing surface to prevent damage to the ticket's latex area.
11. A cam action lock is used to secure the door.
12. The unit is designed to make it possible to stack five (5) units high without placing the center gravity behind the bottom unit.
13. All units are designed to lock and snap together.
14. One (1) lockable slide unit is provided in every pack of two (2) dispensers for mounting the dispensers on the counter.

C. Wall Mounted Ticket Dispenser

1. Outer cover fabricated of 3/16" clear Vivak plastic with two (2) retaining strips for easy placement.
2. One bolt action lock with two (2) keys, located on the end of the cover and secured through a slot in the ticket feed strip.
3. Dispenser sides, bottom and front fabricated of white ABS.
4. Ticket feed strip is located at the bottom and fabricated from white ABS.
5. Injection molded ticket tightener cutting edge mounted on the feed strip.
6. Tape and screws are to be supplied for mounting purposes.
7. Operating and loading instructions are to be included for each unit.

D. Miscellaneous Requirements

1. Operating and loading instruction are to be included with each dispenser.
2. All units are to be made in the U.S.A.
3. All cartons are to be labeled for quantity and contents.
4. Packing lists are to accompany each shipment.
5. Factory seconds or used equipment shall not be accepted.

E. PRE-PRODUCTION SAMPLES

The contractor is to provide an acceptable pre-production sample within thirty (30) days of receipt of the purchase order. Pre-production samples are to be sent to and from the Ohio Lottery Commission using overnight express delivery service. The contractor is responsible for charges both ways and shall include these shipping charges in their bid price.

F. DELIVERY

Delivery of the entire quantity, per order, of instant ticket dispensers shall be accomplished within thirty (30) days of receipt of approval, by the Lottery Commission, of an acceptable pre-production sample.

G. PACKAGING

Shipments consisting of eight (8) or more cartons, thirty-six cubic feet or greater, shall be banded on pallets. Only wooden pallets shall be used. Pallets shall be 40" x 48", 4-way (GMA) pallets. Overall height of product and pallet shall not exceed 48", nor weigh more than 2,000 lb.

H. WARRANTY

The manufacturer's most favorable warranty offered to preferred customers, shall apply to all items. A copy of such warranty shall be furnished to the Ohio Lottery Commission upon delivery of the equipment.

I. WARRANTY SERVICE

The contractor will be responsible for all expenses incurred for pick up and return, or transportation and or service calls, for repair of any of the equipment, thereof, awarded as a result of this bid while said equipment is under warranty.

Upon expiration of the standard warranty, the contractor(s) may negotiate a continued maintenance contract with the using agency in accordance with State Purchasing regulations.

SPECIFICATIONS (Cont'd)

III. CONTRACTOR REQUIREMENTS

It shall be the successful contractor(s) responsibility to supply the literature (catalogs), price lists and warranty (identical to the one submitted with the bid to State Purchasing) after notification of award as follows:

Five (5) copies to:

Mr. Ronald Fornaro, Jr.
Ohio Lottery Commission
615 Superior Avenue NW
Cleveland, OH 44113

IV. BID SUBMITTALS

Each bidder shall submit with their bid a manufacturer statement of dealer authorization certifying that their firm is an authorized distributor for or the manufacturer of the products being bid. Failure to provide authorization may deem your bid non responsive.

PRICE SCHEDULE

OAKS Catalog Identification Number: 48120000* (All items)

Manufacturer: TAKE-A-TICKET, Inc.

- A. Percent discount from list price from the most current manufacturer's published price list for truck load lots or greater:
Percentage discount from list price for tickets dispensers: 15%**
- B. Percent discount from list price from the most current manufacturer's published price list for less than truck load lots,
1. Percentage discount from list price for tickets dispensers 15%**
2. Percentage discount from list price for dispensers replacement parts 15%**
- C. Percent discount from the most current manufacturer's published price list for:
Minimum purchase amount for freight included 100*
- D. Terms of warranty: One year from date of shipment for material and workmanship.

* Minimum purchase amount for freight included is 100 units total per shipment

** Changed per amendment # 3 effective July 01, 2009.

OAKS Catalog Identification Number: 48120000* (All items)

Manufacturer: SCHAFFER SYSTEMS, INC.

PRODUCT	CATALOG PRICE F.O.B. Adair, IA	OHIO DISCOUNT F.O.B. Adair, IA	Discounted Cost	FREIGHT AMOUNT EACH HUNDREDWEIGHT UPS			FREIGHT AMOUNT EACH VIA TRUCKLOAD		
		Per Cent Discount		Min. Qty.	Freight Each	Total Amt.	Min. Qty.	Freight Each	Total Amt.
PROMOTER - FABRICATED STYLE (pg. 6)									
Current model used by Ohio Lottery									
Dispenser sides are constructed from 1/2 Black ABS for strength									
12 Game	\$ 288.57	10%	\$ 259.71	7	\$ 14.06	\$ 273.77	416	\$ 3.74	\$ 263.45
Security Door for 12 Game	\$ 26.60	5%	\$ 25.27						
16 Game	\$ 349.09	10%	\$ 314.18	6	\$ 16.40	\$ 330.58	416	\$ 3.74	\$ 317.92
Security Door for 16 Game	\$ 25.45	5%	\$ 24.18						
20 Game	\$ 412.73	10%	\$ 371.46	5	\$ 20.15	\$ 330.58	260	\$5.98	\$ 377.44
Security Door for 20 Game	\$ 37.05	5%	\$ 35.20						
24 Game	\$ 470.42	10%	\$ 423.38	5	\$ 21.55	\$ 444.93	260	\$ 5.98	\$ 429.36
Security Door for 24 Game	\$ 38.65	5%	\$ 36.72						
28 Game	\$ 535.68	10%	\$ 482.11	3	\$ 32.80	\$ 514.91	260	\$ 5.98	\$ 488.09
Security Door for 28 Game	\$ 41.50	5%	\$ 39.43						
32 Game	\$ 588.61	10%	\$ 529.75	3	\$ 32.80	\$ 562.55	260	\$ 5.98	\$ 535.73
Security Door for 32 Game	\$ 43.95	5%	\$ 41.75						
Replacement Top Drawer for Promoters	\$ 36.25	5%	\$ 34.44						
Replacement other level drawers for Promoters	\$ 36.40	5%	\$ 34.58						
PROMOTER - INJECTION STYLE (pg. 6)									
(Dispenser Drawers are injection molded)									
(Dispensers sides are constructed from 1/2" Black ABS for strength)									
12 Game	\$216.13	15%	\$ 183.71	7	\$ 14.06	\$ 197.77	416	\$ 3.74	\$ 187.45

Manufacturer: SCHAFER SYSTEMS, INC. (Cont'd)

PRODUCT	CATALOG PRICE F.O.B. Adair, IA	OHIO DISCOUNT F.O.B. Adair, IA	Discounted Cost	FREIGHT AMOUNT EACH HUNDREDWEIGHT UPS			FREIGHT AMOUNT EACH VIA TRUCKLOAD		
				Per Cent Discount	Min. Qty.	Freight Each	Total Amt.	Min. Qty.	Freight Each
Security Door for 12 Game 16 Game	\$ 26.60 \$ 235.03	5% 15%	\$ 25.27 \$ 199.78						
Security Door for 16 Game 20 Game	\$ 29.50 \$ 256.15	5% 10%	\$ 28.03 \$ 230.54	6	\$ 16.40	\$ 216.18	416	\$ 3.74	\$ 203.52
Security Door for 16 Game 20 Game	\$ 29.50 \$ 256.15	5% 10%	\$ 28.03 \$ 230.54	5	\$ 20.15	\$ 250.69	260	\$ 5.98	\$ 236.52
Security Door for 16 Game 20 Game	\$ 29.50 \$ 256.15	5% 10%	\$ 28.03 \$ 230.54						
Security Door for 28 Game 32 Game	\$ 41.50 \$ 347.96	5% 10%	\$ 39.43 \$ 313.16	3	\$ 32.80	\$ 39.43	260	\$ 5.98	\$ 319.14
Security Door for 32 Game	\$ 45.45	5%	\$ 43.18						
Replacement Top Drawer for all promoters	\$ 18.35	5%	\$ 43.18						
Replacement other level drawers for all promoters	\$ 18.85	5%	\$ 17.91					\$ 0.09	\$ 12.09
Single Snap-together 4" MM Model #SST4	\$ 16.00	25%	\$ 12.00	200	\$ 0.55	\$ 12.55	16,640	\$ 0.09	\$ 12.09
Single Security Door	\$ 0.75	0%	\$ 0.75						
Dual Snap-together 4" MM Model # DST4	\$ 19.70	25%	\$ 14.78	120	\$ 0.89	\$ 15.67	11,520	\$ 0.13	\$ 14.91
Dual Security Door	\$ 1.00	0%	\$ 1.00						
Single Snap-together 6" MM Model #SST6	\$ 16.50	25%	\$ 12.38	140	\$ 0.70	\$ 13.08	11,520	\$ 0.13	\$ 12.51
Single Security Door	\$ 1.00	0%	\$ 1.00						
Dual Snap-together 6" MM Model #DST6	\$ 21.70	25%	\$ 16.28	84	\$ 1.17	\$ 17.45	6,192	\$ 0.25	\$ 16.53
Dual Security Door	\$ 1.25	0%	\$ 1.25						
Snap-together 12" MM Snap-together 12" MM 4 Game Unit	\$ 42.65	10%	\$ 38.39	35	\$ 2.81	\$ 41.20	2,080	\$ 0.74	\$ 39.13

Snap-together 12" MM 6 Game Unit	\$ 48.60	10%	\$ 43.74	35	\$ 2.81	\$ 46.55	2,080	\$ 0.74	\$ 44.48
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Manufacturer: SCHAFFER SYSTEMS, INC. (Cont'd)

PRODUCT	CATALOG PRICE F.O.B. Adair, IA	OHIO DISCOUNT F.O.B. Adair, IA		FREIGHT AMOUNT EACH HUNDREDWEIGHT UPS			FREIGHT AMOUNT EACH VIA TRUCKLOAD		
				Per Cent Discount	Discounted Cost	Min. Qty.	Freight Each	Total Amt.	Min. Qty.
Model #MM12									
Dual Snap-together Bingo Model #DSTB	\$ 21.70	25%	\$ 16.28	84	\$ 1.17	\$ 17.45	6,912	\$ 0.22	\$ 16.50
Lockable Slide Mounts									
Single Models #BELSM-SC or #BELSM-FT	\$ 5.85	30%	\$ 4.10	720	\$ 0.15	\$ 4.25			
#BLLSM	\$ 5.85	30%	\$ 4.10	600	\$ 0.18	\$ 4.28			
Dual Models #BELSM-SC or #BELSM-FT	\$ 8.50	40%	\$ 5.10	260	\$ 0.40	\$ 5.50			
#BLLSM	\$ 8.50	40%	\$ 5.10	210	\$ 0.32	\$ 5.42			
Change Mat	\$ 41.00	15%	\$ 34.85	35	\$ 2.90	\$ 37.75			
16 Game VMT (View More Tickets Dispenser)	\$ 239.89	15%	\$ 203.91	6	\$ 16.40	\$ 220.31	312		\$ 203.91
Specialty Dispenser Configuration (2-6" MM w/single beige taped lockable slide mount) (ITEM B)	\$ 38.44	25%	\$ 28.83	70	\$ 1.54	\$ 30.37	6,240	\$ 0.26	\$ 29.09

Terms of warranty: One year from date of delivery.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000090134
Take-A-Ticket, Inc.
130 N. E. Montgomery Street
Albany, OR 97321-2724

CONTRACTOR'S CONTACT: Tami Dennis

CONTRACTOR'S IT/MIS CONTACT: Tami Dennis

BID CONTRACT NO.: OT905906-2 (03/31/12) *

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 253-4295
Telephone: (541) 967-0433
FAX: (541) 967-8415
Email: info@tatinc.com

Telephone: (541) 967-0433

CONTRACTOR AND TERMS:

000009073
Schafer Systems Inc.
1000 Flag Road
Adair, IA 50002

Remit to:
Schafer Systems Inc.
P.O .Box 722
Des Moines, IA 50303

CONTRACTOR'S CONTACT: Teresa Immel

BID CONTRACT NO.: OT905906-1 (03/31/12) *

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 222-4489
Telephone: (641) 742-3266
(641)742-5133 (direct)
FAX: (641) 742-3624

E-mail: teresa.immel@ownrev.com

* Updated by amendment # 6 to this contract effective 10/01/11

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	10/01/11	Issued to mutually renew this contract for six (6) months from 10/01/11 through 03/31/12
5	04/01/11	Issued to mutually renew this contract for six (6) months from 04/01/11 through 09/30/11.
4	01/10/11	Issued to mutually renew this contract for three (3) months from 01/01/11 through 03/31/11.
3	07/01/09	Issued to increase the discount offered by contractor Take-A-Ticket from 10% to 15% of Manufacturer's Published Price List, effective July 1, 2009.
2	01/01/09	Issued to mutually renew this contract for twenty-four (24) months from 01/01/09 through 12/31/10
Special	08/30/07	Issued to add OAKS Category Identification Numbers for Items, Update contract with OAKS Contractor and Contract Numbers, Remove OBM Language from Contractor Information pages, Update the Usage Report Clause on Page 4 of the contract and include a Summary of Amendments section on Page 10 of the contract.