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: LICENSE PLATE STICKER SYSTEM

CONTRACT No.: OT901512 EFFECTIVE DATES: 01/01/12 to 12/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901512 that opened on 12/19/11. 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 Public Safety (DPS), 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: _____
Robert Blair, Director Date

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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.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the State Purchasing website to post bid related questions at <procure.ohio.gov>. Answers to all Bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, State Purchasing in the form of an addendum, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

DESCRIPTIVE LITERATURE: The Bidder is required to submit descriptive literature for all hardware, software, supplies including sticker material and services being offered. 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 five (5) 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.

INSTALLATION REQUIREMENTS: The system must be installed and fully operational at Lebanon Correctional Institution (LeCI) within sixty (60) days after receipt of the Contract and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Once the installation at LeCI is declared fully operational by the Contractor in writing, Final System Acceptance will begin. Final System Acceptance will be a production monitoring period where the Contractor must successfully demonstrate all requirements of this ITB for thirty (30) consecutive calendar days while operating in full production mode. If significant production issues are observed, they must be immediately corrected and the 30 day Final System Acceptance period is restarted. See Attachment 8 (page 23) for directions to LeCI.

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.

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 bid to be made available for delivery to the following location:

ODPS C/O Ohio Penal Industries (OPI)
Lebanon Correctional Institution (LeCI)
3791 State Route 63
Lebanon, OH 45036

Contact Person: Mr. Alex Gabbard, (513) 932-1211, Ext. 2345/2346.

Delivery Times: 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 3:00 p.m., Monday through Friday. No deliveries on State holidays, Saturdays, and Sundays.

In the event that a problem cannot be resolved with the institution contact person, contact Mr. Jeff Shadburn, Chief, ODPS Inventory Management Office, 1970 W. Broad Street, Road, Columbus, OH 43223, (614) 466-2890.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

BILLING ADDRESS:

Ohio Department of Public Safety
Attn: Fiscal Services
P.O. Box 16520
Columbus, OH 43216-6520

PRODUCT DEMONSTRATION: As applicable to the evaluation process, the State may require a product demonstration. The demonstration, if required, will be conducted at the Ohio Department of Public Safety, 1970 West Broad Street, Columbus, Ohio 43223.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". Bids will be evaluated by per sticker cost as provided on the Price Schedule (page 13). The Bidder must include all related costs in their per sticker cost. This includes any hardware, software, programming, line start-up costs, sheeting material, printer supplies, and any other costs required in the production, operation, and maintenance of the vendor provided equipment for the life of the Contract. The estimated annual usage is 4,000,000 stickers. The per sticker cost bid price provided on the Price Schedule should be based on the estimated annual usage.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by lowest per sticker cost. Failure to bid all items or provide required information may result in the Bidder being deemed not responsive.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this ITB must be authorized distributors, manufacturers or representatives of manufacturers of the items bid. Bidders may be required to submit proof of the above. If requested, Bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, mill representative or broker of the products being bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first 12 (12) months 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 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 twelve (12) months (report in January for the previous twelve months) the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report must list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report must be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Ryan Beers.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this ITB or in any Contract awarded pursuant to this bid. The Contractor must provide merchandise in unit quantity(s) as indicated in the ITB/bid response/Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

MATERIAL SAFETY DATA SHEET: The Contractor must provide a Material Safety Data Sheet (MSDS) for any hazardous chemical that is brought onto State property for the performance of this Contract. The MSDS shall verify the Contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200. The MSDS shall be given to the facility contact person prior to the use of any hazardous chemicals on State property.

MINIMUM ORDER: The minimum dollar value of any order placed against a Contract awarded pursuant to this ITB for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than two hundred ($200.00) dollars. All orders are to be in full case/roll quantities.

NOTICE ON THE USE OF 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.

DATA SHEET: The Specifications section below contains the specification requirements for the License Plate Sticker System that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by DAS. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications and returning them with the bid submittal. Failure to comply with specifications as stated herein may deem the Bidder not responsive.

PERFORMANCE BOND: The Director of Administrative Services may require the Bidder to furnish a performance bond in the amount of ten percent of the annual Contract value prior to award of the contract. The performance bond would be used in the evaluation process to determine the lowest responsive and responsible Bidder. The Bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the Bidder being deemed not responsive.

The purpose of the bond is to ensure that the Bidder/Contractor will faithfully execute the terms of the Contract and promptly make delivery of the supplies or services purchased by the state of Ohio. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable bid number.

The bond shall become effective upon issuance of the signed Contract by the Director of Administrative Services to the lowest responsive and responsible Bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the Contract and any renewals thereto. Any action on the part of the Contractor or their bonding company to cancel the bond prior to the expiration of the Contract or renewal thereto, will be considered as an event of default and subsequent breach of Contract and will result in immediate cancellation of the contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the State in seeking replacement supplies or services. The State agrees to pay only the actual cost of the performance bond and may request a copy of the invoice from the bonding company for documentation. If the cost of the bond on the price proposal page, if required, and the cost shown on the bonding company's invoice do not match, the State will pay whichever is less.

MANDATORY EXPERIENCE AND QUALIFICATIONS: This Bidder must meet the following mandatory requirements:

1. The Bidder must have a minimum of (1) year experience providing or using the offered sticker material in producing stickers for use on license plates, and those license plates were issued by a state, government jurisidiction, or foreign country for vehicle use.
2. The Bidder must have a minimum of (1) year experience providing a system to produce thermal printed stickers for use on state license plates, and those license plates were issued for vehicle use in a state, government jurisdiction, or foreign country. The thermal printing system must be in operation for at least one continuous year.
3. The Bidder must have a minimum of one (1) year experience providing a turnkey like system where the Bidder retained equipment ownership, responsibilities, provides consumable supplies, and was paid based on purchased sticker material for a minimum of one year.

The Bidder must complete and include with their bid Attachment 2 (page 16) which provides at least three references to support the above experience and qualifications requirements.

SPECIFICATIONS AND REQUIREMENTS

I. Scope of Work:

The Contractor must provide a thermal transfer sticker system, which will include stickers, hardware, software, supplies and programming for integration into current Ohio Department of Public Safety (ODPS) systems. The Contractor must provide the sticker materials and deliver them to the issuing locations prepared for printing without any modification. The printed stickers must be affixed to the sticker backing, so that the ODPS registration form can be attached without puncturing the sticker. The installation and configuration of the hardware, as required by ODPS, must be accomplished without disruption of the manufacturing location. The software must be compatible with the existing ODPS systems. The Contractor must maintain the furnished equipment and software that will be used for the sticker system. Additionally, the Contractor will provide training, supplies, and services required for the proposed system over the life of the Contract.

A. The Contractor must provide a completely functioning system for printing vehicle stickers for distribution.

B. The Contractor must provide the sticker material which must be compatible with the thermal transfer printing process provided by the Contractor.

C. The system must print fixed and variable information on the stickers as specified in this ITB.

D. The Contractor must install sufficient equipment at (LeCI) to meet the printing demands identified in this ITB.

E. The estimated number of stickers used annually is 4,000,000. The thermal printing system must be able to handle peak requirements of 8,000,000 stickers annually.

F. The Contractor must provide sufficient training for LeCI personnel in printing all required information on stickers, and in the maintenance of all equipment.

G. Any Contract award under this ITB is intended to work in conjunction with and not replace or materially affect the current Print-on-Demand (POD) Sticker Systems (Contract Number: CSP901706 Index Number: DPS024).

II. Sticker Requirements:

A. Sticker Material Description:

1. The completed stickers must meet the following requirements within the Ohio Administrative Code:

   See Attachment 5 (page 19):

   a. 4501-27-07, Specifications for validation stickers.

   b.. 4501-27-10, Specifications for county stickers.

2. The sticker material must be weather resistant, reflective sheeting having a smooth, flat outer surface consisting of lens elements enclosed within transparent plastic. The Contractor is responsible for both sticker durability and print durability. The retro reflective sheeting for the county code, weight class, and validation expiration stickers, must be robust with respect to the solvents discussed later in this document.

3. The pressure sensitive adhesive on the back of the sticker must be protected with a backing sheet, which may be of paper. The sticker must be capable of being removed intact at the time of use by peeling away the adhesive backing without the use of water or solvents. The backing sheet for the sticker must extend far enough away from the sticker material that a clerk/operator can easily staple the completed sticker to a registration form without damaging the sticker material.

B. Sticker Durability:

1. The sticker durability requirements of this section pertain to use of the sticker with any manufacturer's license plate sheeting and sticker materials which meet the specifications of the State of Ohio.

2. The sticker, when removed from the backing material, must not crack or be easily damaged. The sticker must not become brittle, flaky, discolored, or acquire a powdery surface for a period of at least five years and must permit stacking of at least five stickers.

3. The stickers, under normal service use, must adhere to the surface of the license plate and, when stacked up to five stickers high, must adhere to the sticker to which it is applied for a minimum of five years and must not be removable intact.

SPECIFICATIONS AND REQUIREMENTS (continued)

4. The stickers applied in accordance with the instructions must not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents normally encountered in cleaning and washing activities, nor will stickers fade, disintegrate, or come off from extended exposure to the weather within a period of five years.

5. During the five year service life of the sticker, the laminate or coating must meet the following requirements:

   a. The sticker color must remain stable and remain intact under conditions of strenuous wear and tear;
   b. The sticker must not significantly deteriorate or discolor;
   c. The sticker must not break or crack.

C. Print Durability:

The sticker information, when exposed to the solvents identified above and listed below, must remain legible for a minimum of one (1) year of service life.

D. Validation Sticker Certification:

1. The Bids should include testing data from an independent certified lab demonstrating the print and materials durability meet the requirements identified in this ITB. If said testing data is not submitted with the bid submittal, Bidder must supply said testing data within twenty (20) calendar days after request/notification by the Office of Procurement Services to do so. Failure to provide the testing data within the stated time period may result in the Bidder being deemed not responsive.

2. The Contractor must warrant that the retro reflective material for the stickers and adhesion of the stickers have the durability to last five (5) years with the printed sticker information having a one (1) year service life with solvent exposure. The warranty must be the sole responsibility of the Contractor and may be met and provided through a subcontractor. The required warranty must be on company letterhead and identify any subcontractors that would be providing any part of the warranty.

3. The ODPS, Bureau of Motor Vehicles (BMV) realizes there are some solvents available in the marketplace that remove the printing and affect the adhesion of the validation stickers. However, the Contractor must warrant that adhesion will remain durable and last five (5) years, with sticker information (printing) having a one (1) year service life with exposure to the following solvents:

   a. Thinner 185 (does not apply to white thermal printing only)
   b. Water
   c. Windex™
   d. Ethanol
   e. Brake Fluid
   f. Gasoline (does not apply to white thermal printing only)
   g. Fuel Oil
   h. Diesel Fuel
   i. Naptha (abrasive soap)
   j. Kerosene

4. If any stickers sold to the State under this Contract fail to perform according to the specifications of this ITB, the Contractor must compensate the State for its actual losses as outlined below.

5. Any reimbursement to the State of Ohio is based on the cost of the sticker plus the administrative costs (i.e. postage for replacement, distribution labor, handling, etc.) associated with performance failure. The quantity of defective stickers will be determined by the State, and the State will attempt to identify defective stickers by their production lot.

6. A sticker may be determined to be defective if the sheeting material, as defined in the Ohio Administrative Rules 4501-27-07, and 4501-27-10 if it:

   a. Becomes brittle, flaky, discolored, or fails to adhere to substrate and the other layers of sticker;

   b. Will blister, lift, delaminate, fade, disintegrate, or come off from extended exposure within a period of five years, when subjected to gasoline, kerosene, diesel fuel, water, steam, and cleaning detergents normally encountered in cleaning and washing activities; or

c. Fades or smears from normal cleaning with the solvents listed above and the printed information can be removed.

SPECIFICATIONS AND REQUIREMENTS (continued)

E. Defective Sticker Verification Procedures:

1. The following organizations listed will notify the ODPS/BMV of possible problems with the validation stickers:

   a. Law Enforcement Agencies;

   b. Deputy Registrar Offices;

   c. The Office of the Ohio Governor's Highway Safety Representative; and

   d. Other State Government entities that interface with the motoring public in Ohio.

   These organizations will most likely have an awareness of the magnitude of any sticker problems versus the occurrence of an occasional bad sticker or vandalism. When it is brought to the attention of ODPS/BMV that the printing on the sticker is fading, or is on some way unreadable, in a period of less than five (5) years after issuance the stickers so identified will be verified by ODPS. In addition, ODPS/BMV will notify the Contractor to correct any problems with remaining sticker material and issued stickers.

   The ODPS shall determine whether or not to invoke the warranty requirements identified in this document. The ODPS will attempt to identify sticker materials from the same lot and subject a sampling of those stickers to solvent testing as described below. If the stickers fail the test described below, the ODPS may revert to the compensation stipulation of this document.

2. The testing procedure is as follows:

   a. Toner Adhesion Solvent Testing. The purpose of this test is to determine that an imprint remains and does not smear when:

      1) A strip of Scotch™ brand cellophane tape Number 600, ¾ inch wide, applied to a properly cured area, is removed in one quick motion;

      2) The printed area is rubbed with bare finger pressure;

      3) The printed area is rubbed with a normal pencil/typewriter eraser;

      4) The following solvents are applied to the surface and the surface scrubbed (Refer to section (II) (E) (2) (b) "Scrub Procedure):

         a) Thinner 184 (does not apply to white thermal printing only)
         b) Water
         c) Windex™
         d) Ethanol
         e) Brake Fluid
         f) Gasoline (does not apply to white thermal printing only)
         g) Fuel Oil
         h) Diesel Fuel
         i) Naptha (abrasive soap)
         j) Kerosene

   b. Scrub Procedure

      1) A wet "Q-tip" or similar type cotton swab (mounted on the end of a stick) has the specific solvent or cleaner applied.

      2) The tester holds the swab at a 45-degree angle to the test sticker and with approximately 40 grams of pressure and wipes the wet swab back and forth across the printed sticker for 10 cycles. One cycle is one stroke across the sample and back. The tester conducts the same test on a second sample for 25 cycles.

SPECIFICATIONS AND REQUIREMENTS (continued)

c. Results

1) The sticker sample passes the test if the solvent or cleaner does not solvate the print sufficiently to wear through to the substrate, and does not smear or make the print unreadable due to any partially dissolved materials.

2) If the sticker sample passes the test, the State will not revert to the compensation stipulation in the warranty terms and conditions, but will work with the Contractor to ascertain the problem.

3) Upon request by ODPS/BMV, the Contractor must provide materials to the ODPS/BMV for independent testing. The Contractor shall pay for the cost of testing if the tested material does not meet the print and durability requirements as identified in this document.

4) The State reserves the right to conduct durability testing for the other (non-toner adhesion) durability characteristics as deemed necessary by ODPS.

F. Sticker Security Features:

The Bidder may include a list of available security feature options (i.e., hologram, plate number, watermark, etc.). Separate costs may be identified on the Price Schedule (page 13) for individual features. The BMV may select the desired options from those offered by the Contractor. This is not a mandatory requirement and will not be used in the evaluation.

G. Sticker Color and Printed Information:

1. Currently, the supported and expected background colors to be used include: white (VP5560), magenta (VP5568) yellow (VP5561), lemon yellow (VP5569), yellow green (VP5565), orange (VP5564), brown (PMS 483C), blue (VP5566), gold (VP5563), green (VP5567) and red (VP5562). The Bidders must identify at least seven (7) background colors that can be supported by the proposed system. One of the supported colors must be brown (PMS 483C or similar) for weight class stickers. The printing system must be able to support the production of stickers in as many as eight (8) colors (one color for each of six (6) expiration years, county identity, and weight class) with black or white printing. The majority of the printing will be white printing on red stickers for county identification. Contractor available background colors are to be identified on the Price Schedule (page 13).

2. The system must be capable of negative printing.

3. The fixed and variable information printed on the validation sticker is:

a. The registration expiration year code, code numbers one thru twelve (1-12) designating the registration expiration month with a unique designator for power unit vehicles;

b. A unique 7 digit number, preceded with the last digit of the expiration year and two digit month for each sticker will serve as the serial number for regular issue stickers;

c. The word Ohio must be printed as a part of the sticker template.

d. Commercial truck validation stickers will print with what appears as a reverse color horizontal band printed across the middle of the sticker to distinguish commercial truck validation stickers from regular issue stickers.

e. Reverse (negative) printing will appear as the sticker background color on black.

4. In addition, no information will be pre-printed on the face of the validation expiration sticker. The sample sticker diagrams are included in Attachment 6 (page 20).

5. The expiration month and year code digits in the center of the stickers must not be less than one-half (1/2) inch in height and three-thirty seconds (3/32) of an inch stroke/width spacing to facilitate visual inspection of registration expiration by law enforcement personnel.

6. The sticker must be issued in a different primary color for each expiration year as required by Ohio Revised Code (ORC) 4503.191.

SPECIFICATIONS AND REQUIREMENTS (continued)

7. The fixed and variable information printed on the county identification sticker is:

   a. A two digit numeral, 01 through 88, (see Attachment 4 page 18) and the corresponding county name representing the county of vehicle registration must be printed in white on the sticker in production runs of at least several thousand. The county number must be approximately 5/8 inch in height and be centered on the sticker. The corresponding county name will be located under the county number and be approximately 5/32 inch in height.

   b. The word Ohio must be printed as a part of the sticker template above the county number in the same size as the county name.

8. The fixed and variable information printed on the weight class sticker (brown PMS 483C) (Attachment 10 page 31) is:

   a. A two digit numeral identifying the weight class of the vehicle printed in white at an approximately 5/8 inch height above and to the right of the sticker's center.

   b. A white band, approximately 1.4 inches in height is printed on the bottom of the sticker with a negative printing of the weight class designation about 5/32 inches in height and about 3/8 inch from the left edge of the sticker.

   c. The word Ohio must be printed vertically as a part of the sticker template to the left of the large weight class designation.

III. Printer Performance requirements:

The ODPS License Plate Sticker System must not be down more than four (4) working days from Monday through Friday due to failure of the Contractor's hardware/software. If the Contractor's hardware/software results in any more than two (2) down periods exceeding six (6) hours each within a thirty (30) day period, during normal ODPS/OPI business hours, the equipment must be replaced at no cost to the State, at the discretion of the State.

IV. Electrical Requirements:

The Bidder must include an identification of all power requirements needed to operate the offered systems. The system, including all associated electrical equipment, must be designed and built in such a manner that a voltage fluctuation with a low of 90 and a high of 130 volts AC must not affect the performance of equipment designed to operate on regular 110 volts/60 AC. All electrical equipment must be equipped with a grounded plug and meet Underwriter Laboratory (UL) standards. All equipment must be protected from the frequent voltage fluctuations and surges.

V. Equipment Requirements:

A. All equipment furnished by the Contractor must be new and not previously used.

B. Any repair and/or exchange of defective and/or broken printers must not take more than four (4) business days.

C. The Contractor must provide thermal transfer printers compatible with their proposed sticker material that meet the printing legibility and durability requirements in this ITB. Bids must identify hardware interface requirements for the proposed equipment.

D. The sticker printers must be commercially available. Additionally, the sticker printers must:

   1. Include software drivers to operate under Microsoft Windows 2000, Windows XP and current Windows versions.

   2. Print different formats.

   3. Not involve any external die-cutting or preprocessing of the sticker material.

E. The system must have a counting capability to determine the daily number of stickers successfully printed. This capability may be either hardware or software based.

F. The printing operation must not result in any damage to the stickers or cause the adhesive to exude. If the sticker adhesive exudes, it may result in damage to the stickers/forms or printers.

SPECIFICATIONS AND REQUIREMENTS (continued)

G. Sticker output must be one hundred (100) stickers per roll. The backing sheet for the sticker must extend far enough away from the sticker material that a clerk/operator can easily staple the completed sticker to a registration form without damaging the sticker material.

H. The printing system must be able to handle peak requirements of 8,000,000 stickers annually.

VI. Security Requirements:

Bidders must identify any security features included with the proposed system. This would include hardware, software or sticker features. Optional sticker security features may be identified on the Price Schedule (page 13)

VII. Installation Requirements:

The system must be installed and fully operational at Lebanon Correctional Institution (LeCI) within sixty (60) days after receipt of the Contract and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Once the installation at LeCI is declared fully operational by the Contractor in writing, Final System Acceptance will begin. Final System Acceptance will be a production monitoring period where the Contractor must successfully demonstrate all requirements of this ITB for thirty (30) consecutive calendar days while operating in full production mode. If significant production issues are observed, they must be immediately corrected by the Contractor and the 30 day Final System Acceptance period is restarted. See Attachment 8 (page 23) for directions to LeCI.

VIII. Training:

A. All training will take place at LeCI. Before the Final System Acceptance phase. The Contractor must train ODPS and OPI personnel on the hardware, software, maintenance procedures, and replenishment procedures for stickers and consumable supplies. The training schedule(s) will be developed by the Contractor and the ODPS. All costs of this training will be the responsibility of the Contractor. The training courses must be led by qualified and experienced personnel. Trainers must be thoroughly familiar with topics appropriate to this subject. The local sales personnel are not considered appropriate for this task. The Contractor must certify the completion of training, in writing on company letterhead, signed by an authorized Contractor representative. A sample training certification letter is provided in Attachment 7 (page 22).

B. The Contractor must upon request provide refresher course(s) for the ODPS and OPI personnel at no cost to the state.

C. The Contractor must provide ODPS and OPI manuals of the Manufacturer's operating instructions and/or manuals on each component of the system. The Contractor will agree to provide a copy of the operating instructions with each individual piece of equipment. The Contractor must provide ODPS and OPI with all operating instructions and manuals with written permission for ODPS and OPI to make additional copies. The copies should be in PDF format.

IX. Disposal and Salvage:

A. The Contractor will be responsible for the transportation and disposal of any waste, including hazardous waste, generated by any production associated with this Bid. Bidders must identify all hazardous waste generated by the License Plate Sticker System and handling requirements for ODPS.

B. The Contractor must remove and properly dispose of (recycle) any unused hardware.

X. Maintenance:

A. Upon implementation of the License Plate Sticker System, the Contractor must provide technical support and maintenance when requested. Although the Contractor is not responsible under this Contract to fix a problem unrelated to the proposed system, the Contractor must assist in resolving any problems with, or answering any technical questions regarding, the system. The Contractor must also assist in identifying any problems, which would prevent the system from working.

1. A mutually agreeable procedure will be established between the Contractor and an ODPS/OPI representative for reporting technical problems.

2. The Contractor must provide a toll free telephone number for technical support which the State personnel can use to contact the Contractor for questions and technical problems. Only authorized ODPS/OPI staff will place the telephone calls.

SPECIFICATIONS AND REQUIREMENTS (continued)

B. Routine/Preventative Maintenance:

The Contractor must provide the following at no cost to the State:

1. All routine/preventative maintenance on the system in accordance with manufacturer recommendations including the replacement of printer rollers and other parts that routinely wear out.

2. Available software upgrades.

XI. Customer Service Requirements:

The Contractor must provide customer service support on all issues and initiatives as related to the Contract. The State's level of support expectations for the Contract are as follows:

A. The Contractor will designate one primary contact, and two secondary contacts, for the State to handle any business requirements related to the Contract. Additionally, the Contractor will provide an executive level contact to handle unresolved problems. The executive level contact may be used to meet the requirement for a primary or secondary contact. The Contractor will provide the following information for each contact on the Contractor's own letterhead:
   Name
   Mailing address
   Toll free number
   Phone number
   Cell phone number
   Email address

B. The Contractor's contact(s) must be available to address inquiries from 8:00 a.m. to 4:00 p.m., Monday through Friday, Columbus, Ohio time, except State holidays. ODPS/OPI must have any unanswered calls/e-mails addressed within three (3) hours after the calls or e-mails are placed by ODPS/OPI authorized staff.

C. The primary contact will be expected to attend meetings as needed in Columbus, Ohio at no charge to the State.

XII. Demonstration and Initial Evaluation Phase:

A. One or more Bidders may be required to perform a demonstration of their offered sticker printing system. The Demonstrations will be conducted at the Ohio Department of Public Safety, 1970 West Broad Street, Columbus, Ohio 43223.

B. The demonstrated hardware, software and sticker material must be identical to the Bidder's proposed solution. The demonstration must consist of, but not be limited to, the following:

1. Examination of internal and external features and ease of use of the hardware and software.

2. Demonstration of producing a finished sticker.

3. Legibility and quality of the finished sticker.

4. Hardware start-up procedures and timing (ready to produce a finished sticker) including establishment of communication sessions and printer supply loading.

5. System shutdown procedures and timing including the securing of the hardware and supplies.

6. Any other demonstration(s) deemed necessary by the Contractor, ODPS or OPI.

C. Demonstration Samples:

1. All finished sticker samples produced during the demonstration will become the property of the ODPS/BMV.

2. The Bidder's failure to provide a live demonstration or required samples may result in disqualification. The live demonstration results will be considered in determining the lowest responsive and responsible Bidder for Contract award. The demonstration must be the same hardware, software and sticker material that will be used under the Contract. Deviations from the demonstrated hardware, software or sticker material may be cause for immediate cancellation of the Contract, with the Contractor being liable for any additional costs to the State.

PRICE SCHEDULE

DESCRIPTION	COST PER STICKER
OAKS ITEM ID: 11436 Per sticker cost for the License Plate Sticker System. The Bidder must include all related costs in their cost per sticker bid including all hardware, software, programming, line start-up costs, printer ribbons, sticker materials and any other costs required in the production, operation, and maintenance of the vendor provided system for the life of the Contract. The estimated annual usage is 4,000,000 stickers with a peak capacity of 8,000,000 stickers.	$ 0.084

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO: 0T901512 (12/31/14)

Orders to:
99458
3M Company
3M Center, Bldg. 235-3A-09
St. Paul, MN 55144-1000

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT
Richard J. LaClair

Toll Free: (800) 553-1380 #3
Fax: (800) 591-9293
Email: tvs@mmm.com

CONTRACTOR'S CUSTOMER SERVICE SUPERVISOR
Daniel F. Moran

Telephone: (800) 553-1380 #3
Fax: (800) 591-9293
Email: tvs@mmm.com

CONTRACTOR'S PRIMARY CUSTOMER SERVICE LIAISON
Thomas C. Pugh

Telephone: (800) 553-1380 #3
Cell: (651) 503-2910
Email: tpugh@mmm.com

CONTRACTOR'S EXECUTIVE CONTACT
Daniel J. McGurran

Telephone: (651) 736-3238
Fax: (651) 733-5012
Email: djmcgurran@mmm.com

Remit to:
3M Company
PO BOX 371227
Pittsburgh, PA 15250-7227

*Preferred method of receiving purchase orders is via email at tvs@mmm.com .

ATTACHMENT 1

BIDDER PERFORMANCE FORM

The Bidder must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
NO	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
NO	The Bidder has been assessed any penalties in excess of four thousand dollars ($4,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
NO	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
NO	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
NO	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bidder has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
NO	The Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bidder has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Bidder must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Bidder from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Bidder’s Bid. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Bidder’s performance on the project, and the best interests of the State.

ATTACHMENT 2

CONTRACTOR REFERENCES FORM

Reference No. One	
State, Jurisdiction, or Government:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Two	
State, Jurisdiction, or Government:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

Reference No. Three	
State, Jurisdiction, or Government:	Telephone:
Contact Name:	Extension:
City, State, & Zip:	
Program Name:	
Dates of Service:	
Description of Related Service Provided:	

*Office of Procurement Services intentionally left these sections blank. References are available upon a public records request.

ATTACHMENT 3

BACKGROUND INFORMATION FORM

(Non-Employee ID Badge)

Ohio Department of Public Safety Sponsor for access: _____
Sponsor's DIV / SECTION / UNIT:_____
Sponsor's phone number: _____
Sponsors Signature:_____
Request access to be granted to: _____
(Facility)

Contractor Company Name:_____
Address:_____
City, State, Zip Code: _____
Contractor's Emergency office phone number: (_____) _____-_____
Contractor Signature (i.e. Corporate Officer)_____

1. **Full Name of individual requiring access:**
   _____ _____ _____
   (Last) (First) (Full Middle Name)
2. Present Address: _____
3. City: _____ State: _____ Zip Code: _____
4. Date of Birth: (MM/DD/YY) _____/_____/_____ Soc. Sec. #: ___/_____/_____
5. Aliases or Maiden Name: _____
6. Home Phone Number: (_____) _____-_____
7. Your Supervisor's Name (print): _____
8. Supervisor's Office Phone No.: (_____) _____-_____
9. List any felony or misdemeanor convictions in the past ten years and date of conviction: _____
   _____
   _____

10. Driver License # _____ Attach photo ID (PhotoCopy) I, _____ ___, certify that all of the answers and statements on this form are true, complete and correct to the best of my knowledge and are made in good faith.

Signature: _____ Date: _____
Submit to your sponsor 30 days prior to arriving at the site. Your sponsor will coordinate the issuance of an ODPS ID Badge.

Revised 9-6-06

ATTACHMENT 4
OHIO COUNTY CODE LISTING

(01) Adams
(02) Allen
(03) Ashland
(04) Ashtabula
(05) Athens
(06) Auglaize
(07) Belmont
(08) Brown
(09) Butler
(10) Carroll
(11) Champaign
(12) Clark
(13) Clermont
(14) Clinton
(15) Columbiana
(16) Coshocton
(17) Crawford
(18) Cuyahoga
(19) Darke
(20) Defiance
(21) Delaware
(22) Erie
(23) Fairfield
(24) Fayette
(25) Franklin
(26) Fulton
(27) Gallia
(28) Geauga
(29) Greene
(30) Guernsey
(31) Hamilton
(32) Hancock
(33) Hardin
(34) Harrison
(35) Henry
(36) Highland
(37) Hocking
(38) Holmes
(39) Huron
(40) Jackson
(41) Jefferson
(42) Knox
(43) Lake
(44) Lawrence
(45) Licking
(46) Logan
(47) Lorain
(48) Lucas
(49) Madison
(50) Mahoning
(51) Marion
(52) Medina
(53) Meigs
(54) Mercer
(55) Miami
(56) Monroe
(57) Montgomery
(58) Morgan
(59) Morrow
(60) Muskingum
(61) Noble
(62) Ottawa
(63) Paulding
(64) Perry
(65) Pickaway
(66) Pike
(67) Portage
(68) Preble
(69) Putnam
(70) Richland
(71) Ross
(72) Sandusky
(73) Scioto
(74) Seneca
(75) Shelby
(76) Stark
(77) Summit
(78) Trumbull
(79) Tuscarawas
(80) Union
(81) Van Wert
(82) Vinton
(83) Warren
(84) Washington
(85) Wayne
(86) Williams
(87) Wood
(88) Wyandot

County Sticker Sample

ATTACHMENT 5

OHIO ADMINISTRATIVE CODE

All Bidders must read and be familiar with the Sections of the Ohio Administrative Code (Sections 4501-27-07; 4501-27-10)

Ohio Administrative Code 4501-27-07

4501-27-07 Specifications for validation stickers.

Effective: 10/22/2011

Ohio Administrative Code 4501-27-10

4501-27-10 Specifications for county stickers.

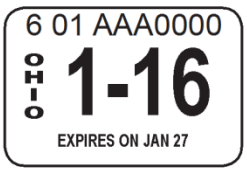
R.C. 119.032 review dates: 06/14/2011 and 03/10/2016

ATTACHMENT 6

VALIDATION STICKER COLORS (for reference only)

ILLUSTRATION OF VALIDATION STICKER COLORS

Colors are computer generated. Values may be different on printers and screens

EXPIRATION YEAR	REGULAR ISSUE		COMMERCIAL TRUCK	
2011	Blue VP5566			
2012	Orange VP5564			
2013	Lemon Yellow VP5569			
2014	Yellow Green VP5565			
2015	Magenta VP5568			
2016	White VP5560			

ValStkr 3/11

ATTACHMENT 6

VALIDATION STICKER COLORS (for reference only)

ILLUSTRATION OF VALIDATION STICKER COLORS

Colors are computer generated. Values may be different on printers and screens

EXPIRATION YEAR	REGULAR ISSUE		COMMERCIAL TRUCK
2016	White VP5560	6 01 AAA0000 OHIO 1-16 EXPIRES ON JAN 10	EXPIRES ON MAY 18 OHIO 5-16 CTK 6 05 AAA0000
2017	Yellow VP5561	7 01 AAA0000 OHIO 1-17 EXPIRES ON JAN 10	EXPIRES ON MAY 26 OHIO 5-17 CTK 7 05 AAA0000
2018	Gold VP5563	8 01 AAA0000 OHIO 1-18 EXPIRES ON JAN 10	EXPIRES ON MAY 18 OHIO 5-18 CTK 8 05 AAA0000
2019	Blue VP5566	9 01 AAA0000 OHIO 1-19 EXPIRES ON JAN 15	EXPIRES ON MAY 26 OHIO 5-19 CTK 9 05 AAA0000
2020	Red VP5562	0 01 AAA0000 OHIO 1-20 EXPIRES ON JAN 19	EXPIRES ON MAY 29 OHIO 5-20 CTK 0 05 AAA0000
2021	Green VP5567	1 01 AAA0000 OHIO 1-21 EXPIRES ON JAN 27	EXPIRES ON MAY 31 OHIO 5-21 CTK 1 05 AAA0000

ValStkr 3/11

ATTACHMENT 7

TRAINING CERTIFICATION LETTER SAMPLE

Chief, DPS Inventory Management
1970 West Broad Street
Columbus, Ohio 43223

To Chief:

I hereby certify all of the following are true and correct to the best of my knowledge:

I am an authorized representative of (name of Contractor) _____, contracted with by the State of Ohio to provide a sticker system to the Ohio Department of Public Safety.

The staffs of the Ohio Department of Public Safety and Lebanon Correctional Institution were trained in the use of the sticker system.

I observed the operations of the manufacturing location during the acceptance period under Contract No. _____, and I certify that these stickers were produced in accordance to the manufacturer's technical requirements and specifications.

Witnessed by:

_____

_____

Signature: _____

Printed Name: _____

Official Title: _____

Offeror's Name: _____

Date: _____

ATTACHMENT 8

DIRECTIONS TO LEBANON CORRECTIONAL FACILITY

The Validation Shop address is:

Lebanon Correctional Institute
OPI Validation Shop
3791 State Route 63
Lebanon, Ohio 45036

Directions to LCI:

From Cincinnati: Take I-75 North to Exit 29 (State Route 63). Go east on State Route 63. The prison entrance will be on the right after about three miles. The prison is visible shortly after starting on Route 63.

From Dayton: Take I-75 South to Exit 29 (State Route 63). Go east on State Route 63. The prison entrance will be on the right after about three miles. The prison is visible shortly after starting on Route 63.

From Columbus: Take I-71 South to Exit 32 (State Route 63). Follow State Route 63 to the prison entrance which will be on the left. State Route 63 will go through the town of Lebanon and continue toward I-75. The prison entrance will be on the left a few miles short of I-75.

ATTACHMENT 9

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEERS

Definition

Non-Employee – Anyone who enters a DRC facility (institution, APA Office, etc.) or representing the Department in other offical capacities who is either: contracted for their professional services, paid for uncontracted services rendered to the institution, or serves as a volunteer (e.g., intern, community group member, etc) and is not an employee of the Ohio Department of Rehabilitation and Correction.

Purpose

The purpose of this document is to provide guidance to non-employees entering the facilities of the Ohio Department of Rehabilitation and Correction as volunteers, contract workers, and vendors.

In view of the nature and purpose of the various facilities of the Ohio Department of Rehabilitation and Correction, it is necessary that all non-staff who enter the facilities understand the rules and security needs. Persons entering a correctional facility have certain obligations under law to insure that the safe and secure operation of the facility is not jeopardized.

Responsibilities

The APA regional, appropriate Section Manager, or Warden of each facility/region has the responsibility to insure that all contractors, volunteers, and vendors understand the guidelines necessary for their safe entrance and operation while in a correctional setting. Staff will be assigned by the APA regional, appropriate Section Manager, or Warden to insure that all such persons are properly trained and supervised.

Volunteers, vendors, contract workers, and other non-employees must realize their responsibility to follow the rules of conduct, ethics, policies, and law relating to their assignments.

The APA regional, appropriate Section Manager, or Warden/designee will approve entrance and training of all such non-employees. The APA regional, appropriate Section Manager, or Warden/designee has the authority to terminate entrance authorization for any such person who has demonstrated an inability to follow the approved guidelines. In addition, violations may result in termination of contracts/services and/or prosecution.

Personal Conduct

It is essential to the orderly operation of a correctional system that all persons conduct themselves in a professional manner. Below are several types of behavior that cannot be tolerated within a Correctional environment. (This is not intended to be an all-inclusive list).

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

1. The use, possession, conveyance, or unauthorized distribution of illegal drugs, narcotics, or controlled substances is strictly prohibited at any time. Use of alcoholic beverages while on duty or being under the influence of alcohol or drugs while on duty are prohibited.

2. No person shall, without authorization from the APA regional, appropriate Section Manager, or Warden, allow themselves to show partiality toward , or become emotionally, physically, or financially involved with inmates, parolees, probationers, transitional controls or their families, or establish a pattern of social fraternization with same.

   A. No persons shall offer or give to an inmate, parolee, probationer, transitional control, or a member of his/her family, or to any person known to be associated with him/her, any article, favor, or service which is not authorized in the performance of the person's duties and which conflicts or appears to conflict with the person's assigned duties. Neither shall a volunteer, contract worker, vendor or other non-employee accept any gift, personal service, or favor from an inmate, parolee, probationer, or transitional control, or his/her family, or person known to be associated with him/her which is not authorized in the performance of the person's duties and which conflicts, or appears to conflict, with the person's duties.

   B. The volunteer, contract worker, vendor or non-paid staff shall not visit an inmate, parolee, probationer, or transitional control while such an individual is under the custody and control of the Department unless such a visit is given prior authorization during the contract service period by the volunteer's, contract person's and other non-employee's DRC contact person and Managing Officer of the respective facility or the visit is part of the job duties.

   C. Volunteers, contractors, vendors, or other non-employees who become involved in any set of circumstances as described above, have an affirmative responsibility of notifying their contact person at the correctional institution who will be responsible for notifying the APA regional, appropriate Section Manager, or Warden.

3. No such person shall, without the express authorization of the APA regional, appropriate Section Manager, or Warden, show favoritism or give preferential treatment to an individual under supervision of the Ohio Department of Rehabilitation and Correction to include, but not limited to offering, receiving, or giving of a favor or anything of value.

4. Brutality, physical violence, or intimidation of inmates, and/or their families, but such persons will not be permitted, nor will force be used beyond that necessary to protect any person from physical harm.

5. The use of obscene, threatening, or abusive language by vendors, contractors, volunteers, and other non-employees toward inmates or others will not be tolerated.

Attendance

Due to staffing and security concerns and the nature of services being performed by volunteers, contractors, and other non-employees, it is essential that these people work out a mutually acceptable work schedule with their DRC contact person. Failure to perform services consistent with the mutually agreed upon schedule may be considered failure to fulfill the requirements of the contract/service.

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

Responsiveness

1. Inattentiveness to job responsibilities and procedures in a correctional environment can result in escapes, assaults, and other incidents. Therefore, volunteers, contract workers, vendors, and other non-employees must remain fully alert and attentive during the time they are on institution, DRC or APA property.

2. Such persons are to obey the directions of their assigned Staff Supervisor at all times. Following the instruction of the staff in charge is imperative in order to insure the security of the institution or APA Office. On occasion, the instructions of the staff member may be different from the instructions of the contractor's, vendor's, volunteer's, or other non-employee's civilian supervisor. However, they must be carried out as instructed. In the event of such a discrepancy, the staff member's instructions should be adhered to first, and then the civilian supervisor should be contacted.

Confidentiality

1. Some volunteers, contract workers, vendors, or non-paid staff of the Department Of Rehabilitation and Correction may have access to official information, ranging from personal data concerning staff and inmates to information involving security. Because of the various degrees of sensitivity afforded to this information, official information may be disclosed or released only as required in the performance of any volunteer's, contract worker's, vendor's, or non-paid staff's duties upon specific authorization from someone with the delegated authority to release official information. The Director or his designee in the Central Office, the APA Regional or designee, appropriate Section Manager or designee, and the Managing Officers of the institutions are the only persons authorized to release official information.

2. The above shall not be construed as a reason to deny authorized persons access to official records and files. The Department of Rehabilitation and Correction has an obligation to supply official information in response to requests from organizations or individuals upon determining that such individuals are properly identified and acting in an official capacity. To ensure the proper use of official information the following rules of conduct are established:

   A. Volunteers, contract workers, vendors, or non-paid staff will verify the identification and authority of individuals requesting access to information prior to giving or discussing records, personnel files, or other official information.

   B. Authorized persons will not be denied access to official information.

   C. Volunteers, contract workers, vendors, or non-paid staff will not use, or release for use, official information for private purposes unless this information is avail able to the general public.

   D. Volunteers, contract workers, vendors, or non-paid staff will not remove from files, or make copies of records or documents except in accordance with established procedures or upon proper authorization.

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

E. No volunteers, contract workers, vendors, or non-paid staff will make statements or release official information that could beach the security of the institution/APA district Office or unduly endanger any person.

F. Former volunteers, contract workers, vendors, or non-paid staff will be granted access only to information available to other members of the general public, and will have no greater standing than members of the public, irrespective of their past contractual relationship and/or any associations developed in the course of such relationships.

Illegal Activity

The very nature and purpose of the Department's existence demand that it closely monitors any alleged illegal activity by its employees and non-employees. Should any volunteers, contract workers, vendors, or non-paid staff be arrested for, charged with or convicted of any felony or degree misdemeanor (except for a minor misdemeanor), or is required to be a plaintiff in any court in a criminal matter, that person shall immediately inform his/her DRC contact person. Such information shall be evaluated and may be reason to terminate the contract/service immediately.

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any institution/Regional Office, or taking or attempting to take contraband there from, or otherwise trafficking in contraband without the knowledge and consent of the Managing Officer of such institution/Regional Office is prohibited. Contraband is defined as "any" article which is intended for the unauthorized use or possession of any inmate or which is prohibited by law or Department Policy from being carried onto the grounds of an institution or detention facility or APA Office. Examples of contraband, which could be intended for an inmate's/offender's unauthorized possession or use, include letters, stamps, tools, paper, food, messages, and money. Examples of contraband, which are prohibited by law (ORC Section 2921.36), include firearms, knives, explosives, ammunition, drugs, and alcoholic beverages.

Investigations

Every volunteer, contract worker, vendor, or non-paid staff is required to immediately report to the Managing Officer, or his designee, any violation or attempted violation of any law or regulation, and any act or omission by any person which has resulted in a breach of institution security, or jeopardizes the safety of others.

Allegations of misconduct will be investigated by the Appointing Authority or his designee (could be immediate supervisor or anyone else in the chain of command). Where appropriate, investigations will be coordinated and conducted by the Department Chief Inspector and/or other appropriate agency. The Ohio State Highway Patrol is responsible for investigating violations of Ohio laws occurring on institution property.

During the course of an official investigation, contractors, volunteers, vendors, and non-paid staff are to cooperate fully by providing all pertinent information that they may have. Failure by any contractor, volunteer, vendor, or non-paid staff to answer any inquiry fully and to the best of his/her knowledge may be grounds to terminate the contract.

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

Government Property

1. All government property, including automobiles, identification badges, supplies, equipment, telephones, and facilities are to be used for official purposes only. Loss, misplacement, theft, damage, or destruction of government property issued to and used by volunteers, contractors, vendors, and non-paid staff must be reported to his/her DRC contact person immediately.

2. Department of Rehabilitation and Correction credentials, identification cards, or badges shall not be used to coerce, intimidate, or deceive others or to obtain any privilege or article not otherwise authorized in the performance of official duties.

Chain of Command

Every contractor, vendor, volunteer, or other non-paid employee will be assigned a Staff Supervisor who will be responsible for informing each person of the rules, policies, and regulations relevant to their work at the institution. In their absence, the contact person shall be the Shift Supervisor, generally know as the Shift Captain or Acting Shift Captain. In cases of emergency, this person will always be available to respond to questions or needs.

Standards of Conduct

Violation of the Standards of Conduct may result in termination of authorization to enter the grounds of the facility, referral to the Ohio State Highway Patrol for criminal investigation, referral to the Warden for investigation, and/or termination of an existing contract with the institution. The following acts are prohibited and considered violations of conduct:

1. Visiting an inmate/offender unless you are a verified immediate family member and/or have been approved by the Warden of the institution per DRC Policy 71-SOC-01 and DRC Policy 76-VIS-01.

2. Deliberate destruction, damage, and/or theft of state property, inmate property, property of visitors, or property of an employee, including state vehicles.

3. Failure to carry out directions of a Staff Supervisor or written directives supplied to you.

4. Commission of a felony or misdemeanor.

5. Interfering with the orderly operation of the institution.

6. Willfully making false, abusive, or obscene statements towards employees, inmates/offenders, or the general public is prohibited.

7. Any acts of discrimination or harassment on the basis of sex, race, color, age, religion, national origin, disability or sexual orientation.

8. Theft.

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

9. Misusing official position for personal gain, including soliciting bribes, in the course of carrying out your assigned duties at the institution or APA District Office.

10. Failure to report accidents or unsafe work conditions.

11. Threatening, intimidating, or coercing another for personal gain or satisfaction.

12. Fighting with a fellow worker, employee, visitor, or inmate/offender.

13. Interfering or failing to permit an official search, including searches of your person and of your personal property, or failing to cooperate with any official inquiry or investigation.

14. Distribution, possession, misuse, conveyance, or display of weapons, explosives, money, or other contraband.

15. Loss of control of any instrument that could result in a breach of security and/or jeopardize the safety of others, e.g., to include but not limited to, Class A tools, keys, communication devices, identification badges, etc.

16. Possession or consumption of alcoholic beverages or illegal drugs while on institution/ APA grounds.

17. Reporting to the institution under the influence of intoxicants, alcohol, or illegal drugs.

18. The posting or removal of any matter on a bulletin board without permission.

19. Other actions that could harm or potentially harm others.

20. Use of excessive force or physical abuse towards an inmate/offender.

21. Threatening or intimidating an inmate/offender.

22. Giving preferential treatment to an inmate, the offering, receiving, or giving of a favor or anything of value to an inmate without expressed authorization from DRC.

23. Engaging in unauthorized personal relationships with inmates or their families, including correspondence or phone communications with inmates and their families.

Entry Procedures

Generally, the first time you arrive at the institution or APA Diistrict Office, you will be met by a person assigned as your Staff Supervisor. It is the responsibility of this person to ensure that you are aware of the rules and regulations governing your activities in the institution. A designated administrative staff member must authorize your entrance into the facility. You will note that any person entering is subject to search at any time. This search may include a metal detector search, a frisk search, or a strip search. Failure to comply with any authorized search will result in your being ordered from the institution and possible denial of future entry.

ATTACHMENT 9 (continued)

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
STANDARDS OF CONDUCT FOR CONTRACTORS/VOLUNTEER

In all cases, you must show identification to verify that you are the person who has been authorized to enter. Generally, a driver's license or state picture identification is appropriate for this identification process. You will be issued either a temporary badge or a temporary picture identification badge. In any case, these must be turned in at the conclusion of your activities as you leave the facility each day. Such identifications are government property and may only be used at the institution/APA District Office for identification purposes. They must be worn at all times. Do not leave them unattended.

It is standard practice that you will be signed in when you arrive and signed out when you leave. Therefore, it is important that you always leave from the same area from which you entered. As an APA Office or Correctional Institution is a professional law enforcement organization, the institution/APA District Office will have standards of attire. Generally, men should wear a shirt and slacks. Women may wear a dress or pants, and a blouse or sweater. Shoes are required. Sandals, jeans, shorts, short skirts, see-through blouses, men's sleeveless shirts, and clothing with vulgar symbols or statements are examples of items of clothing not permitted.

In some cases, you may be contracted to do maintenance or construction work. In those cases, normal work clothing will be permitted.

You should only bring with you those items that you will need during your activity in the institution/APA District Office. Large sums of money, pocket knives, etc., are discouraged. You will be asked to store the items either in your car or available lockers in the entrance area. If you require medication, take only that amount that is necessary for the day. You must sign the medication log if you require a dosage during your stay at the time you enter. This log will identify your medication and the amounts. The institution cannot be responsible for loss of your property. If you are a tradesman and require tools, all tools must be inventoried and a copy supplied to the Major. The Major may wish to review institution tool control policy and discuss security of your equipment. A written authorization for all tools from the Deputy Warden of Operations or Major will be required before you are authorized to enter the institution.

Your activity may or may not require contact with inmates/offenders. In any case, you should not develop any relationship with inmates outside of your activity. Do not mail letters or make telephone calls to them or for them. If you receive mail or telephone calls from inmates or their families, you should report this to your Staff Supervisor or the Deputy Warden, or APA Administrative Assistant. Never disclose personal information about yourself. Never give an inmate your address, telephone number, or any personal information about your family or friends. There is no instance where sharing such information will serve a useful purpose.

If at any time you have questions, do not hesitate to contact your Staff Supervisor,APA Administrative Assistant, the Shift Captain, or the Deputy Warden of Operations.

I have read and understand the Standards of Conduct for Volunteers, Contract Workers, and Other Non-Employees, including the rules and guidelines listed above. I understand that entering a correctional institution or APA District Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.

Signature:	Date:
Staff Witness:	Classification:

ATTACHMENT 10

WEIGHT CLASS STICKER SAMPLE