

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: CORRUGATED SHEETING

CONTRACT No.: OT902715

EFFECTIVE DATES: 07/01/14 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902715 that opened on 06/02/14. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Department of Rehabilitation and Corrections, Ohio Penal Industries, 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:

Nicole Erb, CPPB
Nicole.erb@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

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

Minority Business Enterprise Award in accordance

Signed: _____
Robert Blair, Director Date _____

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SPECIAL CONTRACT TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 21 days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

All items on the bid shall be made available for delivery to:

OPI – Mansfield Correctional Institution
Vehicle Sallyport
1150 North Main Street
Mansfield, OH 44901
Contact Person: Randy Gearhart, Industries Manager – (419) 526-2000 x 2603

Delivery: 8:00 a.m. - 2:00 p.m. - Monday through Friday, no deliveries shall be made on State holidays.

Special Note: DAS/OPI reserves the right to add any additional institutional sites for shipment. Primary shipment institution is listed on page 3 all other potential institutional locations for shipment are listed on page 9.

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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate based on multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

MINIMUM ORDER: The minimum order quantity of any purchase order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be for less than one-hundred (\$100) dollars.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

ncrease. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Nicole L. Erb, CPPB.

Bid Automobile Liability Checklist:

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

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.,):

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

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.

Recycled verbiage

Contains recycled materials – Y/N: y if Yes 33 %.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE:

Ohio Penal Industries (OPI) requires various corrugated sheeting products for use in its corrugated manufacturing shop. These specifications cover corrugated sheeting with and without liners, for use by the Ohio Department of Rehabilitation and Correction, Ohio Penal Industries (OPI).

II. APPLICABLE DOCUMENTS:

The following documents, in whole or in part as to the limitations of these specifications, shall apply:

- A. Bursting Strength of Corrugated Board TAPPI T810
- B. Basis Weight Determination ASTM D646

III. REQUIREMENTS:

- A. Material of Construction: All corrugated sheeting's shall be 100% virgin sulfate Kraft paper manufactured from wood pulp using sodium sulfate solution or equivalent process (unless noted otherwise on the Item Identification pages).
- B. Construction: Corrugated shall be constructed as indicated for individual items on the Item Identification pages.
 - 1. Liners shall be mottled, clay or ECO white.
 - 2. One liner shall contain recycled ledger paper or equivalent materials.
 - 3. Chipboard shall be white, clay coated news back in .038 calipers.

IV. SIZE TOLERANCE: Shall not vary more than industry standards.

V. ORDER TOLERANCE: The successful vendor will be permitted up to a ten (10) percent under run, no over run, on each order.

VI. WORKMANSHIP: There shall be no defects in the sheeting provided to the State which may impair serviceability. Such defective products, as determined by the ordering agency or Office of State Purchasing, shall be returned immediately at the vendor's expense.

VII. PACKAGING: Sheets shall be properly packaged to insure safe delivery to the destination.

- A. Damaged sheets, due to improper packaging, will be returned at the vendor's expense.
- B. Bale Height is not to exceed 45".
- C. Double stacked bales are acceptable.

PRICE SCHEDULE

CONTRACTOR: Excenture Business Solutions

ITEM NO.	ITEM DESCRIPTION		
	Single Wall, Double Faced, 200 lbs. Test, B-Flute with white liner on one side. Minimum Sheet Size: 15" x 15", Maximum Sheet Size: 75" x 125" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 85 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
7911	ORDER SIZE: 8 MSF TO 24 MSF	\$58.84	\$5,001.40
3364	ORDER SIZE: 25 MSF TO 49 MSF	\$57.56	\$4,892.60
7912	ORDER SIZE: 50 MSF TO 74 MSF	\$56.42	\$4,795.70
11453	ORDER SIZE: 75 MSF TO 100 MSF	\$55.89	\$4,750.65
11454	ORDER SIZE: OVER 100 MSF	\$55.18	\$4,690.30
	Single Wall, Double Faced, 200 lbs. Test, B-Flute, Kraft Corrugated Sheets, manufactured from 50% or greater post consumer waste material. Minimum Sheet Size: 15" x 15", Maximum Sheet Size: 75" x 125" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 1235 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
7810	ORDER SIZE: 8 MSF TO 24 MSF	\$52.53	\$64,874.55
2744	ORDER SIZE: 25 MSF TO 49 MSF	\$51.98	\$64,195.30
7811	ORDER SIZE: 50 MSF TO 74 MSF	\$49.60	\$61,256.00
2745	ORDER SIZE: 75 MSF TO 100 MSF	\$49.16	\$60,712.60
7812	ORDER SIZE: OVER 100 MSF	\$48.34	\$59,699.90
	Single Wall, Double Faced, 200 lbs. Test, C-Flute with white liner on one side. Minimum Sheet Size: 15" x 15", Maximum Sheet Size: 65" x 120" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 200 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
3430	ORDER SIZE: 8 MSF TO 24 MSF	\$58.84	\$11,768.00
9579	ORDER SIZE: 25 MSF TO 49 MSF	\$57.56	\$11,512.00
9709	ORDER SIZE: 50 MSF TO 74 MSF	\$56.43	\$11,286.00
3431	ORDER SIZE: 75 MSF TO 100 MSF	\$55.89	\$11,178.00
9580	ORDER SIZE: OVER 100 MSF	\$55.18	\$11,036.00

PRICE SCHEDULE

CONTRACTOR: Exculture Business Solutions

ITEM NO.	ITEM DESCRIPTION		
	Single Wall, Double Faced 200 lbs. Test, C-Flute, Various Sizes, Minimum Size Sheet: 15" x 15"; Maximum Sheet Size: 75" x 125" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 3015 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
3428	ORDER SIZE: 8 MSF TO 24 MSF	\$52.23	\$157,473.45
9577	ORDER SIZE: 25 MSF TO 49 MSF	\$51.98	\$156,719.70
3429	ORDER SIZE: 50 MSF TO 74 MSF	\$50.73	\$152,950.95
9578	ORDER SIZE: 75 MSF TO 100 MSF	\$49.60	\$149,544.00
9576	ORDER SIZE: OVER 100 MSF	\$48.34	\$145,745.10
	Double Wall, Triple Faced, 200 lbs. Test, B and C Flute, Various Sizes, Minimum Size Sheet: 15" x 15"; Maximum Sheet Size: 75" x 125" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 280 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
3368	ORDER SIZE: 8 MSF TO 24 MSF	\$91.24	\$25,547.20
9346	ORDER SIZE: 25 MSF TO 49 MSF	\$90.74	\$25,407.20
3369	ORDER SIZE: 50 MSF TO 74 MSF	\$89.61	\$25,090.80
9347	ORDER SIZE: 75 MSF TO 100 MSF	\$88.11	\$24,670.80
3370	ORDER SIZE: OVER 100 MSF	\$86.61	\$24,250.80
	Single Wall, Double Faced 275 lbs. Test, C-Flute, Various Sizes, Minimum Size Sheet: 15" x 15"; Maximum Sheet Size: 75" x 125" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 545 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
2954	ORDER SIZE: 8 MSF TO 24 MSF	\$76.39	\$41,632.55
7630	ORDER SIZE: 25 MSF TO 49 MSF	\$67.63	\$36,858.35
2955	ORDER SIZE: 50 MSF TO 74 MSF	\$67.01	\$36,520.45
7631	ORDER SIZE: 75 MSF TO 100 MSF	\$65.12	\$35,490.40
3432	ORDER SIZE: OVER 100 MSF	\$63.87	\$34,809.15

PRICE SCHEDULE

CONTRACTOR: Excenture Business Solutions

ITEM NO.	ITEM DESCRIPTION		
	Single Wall, Double Faced, 275 lbs. Test, C-Flute with white liner on one side. Minimum Sheet Size: 15" x 15", Maximum Sheet Size: 65" x 120" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 520 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
2952	ORDER SIZE: 8 MSF TO 24 MSF	\$65.31	\$33,961.20
7628	ORDER SIZE: 25 MSF TO 49 MSF	\$63.81	\$33,181.20
7629	ORDER SIZE: 50 MSF TO 74 MSF	\$63.06	\$32,791.20
11459	ORDER SIZE: 75 MSF TO 100 MSF	\$62.31	\$32,401.20
2953	ORDER SIZE: OVER 100 MSF	\$61.56	\$32,011.20
	Single Wall, Double Faced 150 lbs. Test, C-Flute, Various Sizes; Minimum sheet size: 15" x 15" Maximum sheet size: 65" x 115" Minimum Order: <u>8</u> MSF	PRICE PER 1,000 SQUARE FEET (MSF)	Annual Estimated Usage/EA. 1915 (at 1,000 sq. ft. ea.) Extended Price
		Bid Price	
24719	ORDER SIZE: 8 MSF TO 24 MSF	\$57.01	\$109,174.15
24720	ORDER SIZE: 25 MSF TO 49 MSF	\$55.71	\$106,684.65
24721	ORDER SIZE: 50 MSF TO 74 MSF	\$55.07	\$105,459.05
24722	ORDER SIZE: 75 MSF TO 100 MSF	\$54.43	\$104,233.45
24723	ORDER SIZE: OVER 100 MSF	\$53.79	\$103,007.85

CONTAINS RECYCLED MATERIALS: (Y/N) Y

% OF RECYCLED MATERIALS: 33 %

As a baseline for any future cost increase requests, bidders should indicate as a percentage of the total cost for one complete series, what the cost elements are for the three injection series. Sum of percentages must equal one hundred percent.

Administrative Cost	Labor Cost	Material Cost	Equipment Cost	Transportation Cost
5%	5%	75%	5%	10%

CONTRACTOR INDEX

CONTRACTOR

216066
Excenture Business Solutions LLC
1491 Polaris Pkwy, Suite 99
Columbus, Ohio 43240

CONTRACTOR'S CONTACT: John Wooldridge

CONTRACT NO.: OT902715-1 (06/30/16)

TERMS: 2% 10 Days, Net 30 Days

DELIVERY: 21 Days ARO

Telephone: (614) 340-9744

Fax: (888) 745-4989

Email Address: jwooldridge@excenture.net

EXHIBIT ONE

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION INSTITUTIONS

Allen Correctional Institution 2338 North West Street Lima, Ohio 45802	Montgomery Education & Pre-Release Ctr. 1901 South Gettysburg Avenue Dayton, Ohio 45418
Belmont Correctional Institute 68518 Bannock Road, S.R. 331 St. Clairsville, Ohio 43950	Noble Correctional Institution 15708 S.R. 78 Caldwell, Ohio 43724
Chillicothe Correctional Institute 15802 S.R. 104 North Chillicothe, Ohio 45601	North Central Correctional Institution 670 Marion – Williamsburg Road Marion, Ohio 43302
Corrections Medical Center 1990 Harmon Avenue Columbus, Ohio 43223	North Coast Correctional Treatment Facility S.R. 83 North Grafton, Ohio 44044
Correctional Reception Center 11781 S.R. 762 Orient, Ohio 43146	Northeast Pre-Release Center 2675 East 30 th Street Cleveland, Ohio 44115
Dayton Correctional Institution 4104 Germantown Street Dayton, Ohio 45417	Oakwood Correctional Facility 3200 North West Street Lima, Ohio 45801
Franklin Pre-Release Center 1800 Harmon Avenue Columbus, Ohio 43223	Ohio Reformatory for Women 1479 Collins Avenue Marysville, Ohio 43040
Grafton Correctional Institution 2500 South Avon Beldon Road Grafton, Ohio 44044	Ohio State Penitentiary 878 Coitsville – Hubbard Road Youngstown, Ohio 44505
Hocking Correctional Facility 16759 Snake Hollow Road Nelsonville, Ohio 45764	Pickaway Correctional Institution 11781 S.R. 762 Orient, Ohio 43146
Lake Erie Correctional Institution Rte 20 - Thompson Road Conneaut, Ohio 44030	Richland Correctional Institution 1001 Olivesburg Road Mansfield, Ohio 44901
Lebanon Correctional Institution S.R. 63 Lebanon, Ohio 45036	Ross Correctional Institution 16149 S.R. 104 Chillicothe, Ohio 45601
London Correctional Institution 1580 S.R. 56 London, Ohio 43140	Southeastern Correctional Institution 5900 B.I.S. Road Lancaster, Ohio 43130
Lorain Correctional Institution 2075 South Avon Beldon Road Grafton, Ohio 44044	Southern Ohio Correctional Facility Lucasville – Minford Road Lucasville, Ohio 45699
Madison Correctional Institution 1851 S.R. 56 London, Ohio 43140	Toledo Correctional Institution 2001 East Central Avenue Toledo, Ohio 43608
Mansfield Correctional Institution 1150 North Main Street Mansfield, Ohio 44901	Trumbull Correctional Institution 5701 Burnett Road Leavittsburg, Ohio 44430
Marion Correctional Institution 940 Marion – Williamsport Road Marion, Ohio 43302	Warren Correctional Institution S.R. 63 Lebanon, Ohio 45036