

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: TEMPORARY TAG LAMINATE

CONTRACT No.: OT908615

EFFECTIVE DATES: 07/01/2015 to 06/30/2017

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT908016 that opened on 05/01/2015. 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 PUBLIC SAFETY C/O OHIO PENAL INDUSTRIES, LEBANON CORRECTIONAL INSTITUTION, 3791 STATE ROUTE 63, LEBANON, OH 45036, 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:

Meredith Stang
Meredith.stang@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 with ORC CH. 125.081

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This ITB is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

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.

BID CONFERENCE: A bid conference will be held on 06/04/2015 at Department of Administrative Services, 4200 Surface Rd., Columbus, OH 43228 to discuss the requirements of the bid. The conference will commence promptly at 10:00 AM, barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened. Samples of current laminate will be available for viewing and inspection.

Please contact Meredith Stang by 06/03/2015 at 614-466-5108 during regular business hours to make arrangements for authorization to enter the facility.

PRODUCT SAMPLES: The bidder shall submit samples of the 2 millimeter polypropylene laminate being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples with the bid response will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply 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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within thirty (30) days after receipt of orders not exceeding 400,000 labels and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Orders larger than 400,000 labels will be delivered within the time frame identified in Table 1 Quantity Schedule. 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 made available for delivery to the following location:

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

Contact Person: Industrial Manager, (513) 932-2878

Delivery Times: 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 2:45 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 the Contractor must contact Mr. Jeff Shadburn, Chief, ODPS Procurement Services Office located at 1970 W. Broad Street, Columbus, OH 43223, (614) 466-2890, Mr. John Tura, Program Administrator, (513) 932-1211 x2346, or Nate Martin, Storekeeper Supervisor, (513) 932-1211 x2345.

BILLING ADDRESS:

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

ON ORDERS TOTALING LESS THAN MINIMUM ORDER QUANTITY: Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item F.O.B. destination. The cost of transportation from the contractor's address to the destination on such orders shall be prepaid and added to the invoice.

NOTICE TO BIDDERS: Security considerations at correctional institution(s) could create abnormal delays or rejection of shipment(s). This would be due to fog alert, emergency lockdown or other inclement weather. It is very important to call the contact person prior to sending a truck for delivery. These delays are rare but may happen several times per institution per year.

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

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

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

USAGE REPORTS: Every three (3) 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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Meredith Stang.

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

- A. 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.

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SPECIFICATIONS

I. SCOPE

Specifications are presented herein for the procurement of laminate used in Temporary Tag production at Lebanon Correctional Institution (LeCI) on behalf of the Ohio Department of Public Safety, Procurement Services.

II. PHYSICAL CHARACTERISTICS

A. Label:

- a. The size of the label shall be 2.75" x 11".
- b. Print shall be one (1) color 1/8" wide sensor mark printed on liner.
- c. Butt Cut shall be close to sensor mark leading off the roll.
- d. All labels shall have one (1) printable side and one (1) permanently adhesive side protected by paper.
- e. All labels shall be made of clear transparent polyethylene plastic of (two) 2 mils (.002") in thickness.

B. Rolls:

- a. Laminate shall be furnished to the Ohio Prison Industries (OPI) in continuous rolls and shall not be perforated or cut.
- b. A roll of temporary tag laminate shall be on a three (3) inch in diameter core.
- c. Each roll of laminate currently consist of 1590 labels per roll.
- d. Samples of current laminate can be provided to bidders upon request.
- e. The rolls must be wound at a tension that prevents the oozing of the glue out of the roll.

C. Packaging:

- a. Laminate shall be boxed with no more than 4 rolls in each box.
- b. Boxes shall no exceed 50 pounds.
- c. Wax paper shall be placed between the rolls to prevent rolls sticking together.

III. PRINTING AND PRINTING PLATES:

- a. Printing plates should be created by the contractor and must be approved by the Department of Public Safety upon award of bid.
- b. Printing plates created for this contract shall become the property of the State and shall be delivered to the State upon its demand at no charge to the State.

IV. PRE-PRODUCTION SAMPLES:

- a. Upon award, pre-production samples shall be provided to John Tura & Nate Martin at:

LeCI OPI Warehouse
3791 State Route 63
Lebanon, OH 45036

- b. The pre-production samples will be submitted for approval within ten (10) business days after the initial request. Failure to do so may result in the bidder being deemed unresponsive.

SPECIFICATIONS (cont.)

V. WORKMANSHIP

- a. All rolls shall be free from gels, streaks, ink, or undisposed raw materials. There shall be no visible defects such as tear or blisters, which may impair serviceability.
- b. All defective rolls of labels shall be replaced by the contractor at no additional cost to the State.

VI. OWNERSHIP OF ARTWORK, PRINTING PLATES, AND PROOFS

All printing plates, master copies, proofs, and all other materials related to the design of these Temporary Tags shall become the property of the State and shall be delivered to the State upon its demand at no charge to the State.

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PRICE SCHEDULE:

Bidders shall not insert a unit cost more than three (3) digits after the decimal point. Digit(s) beyond three (3), after the decimal point, shall be dropped by State Purchasing and not used in the evaluation and any subsequent award.

OAKS NUMBER	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	PRICE PER ROLL (B)	TOTAL (A x B) = (C)
27615	Temporary Tag Laminate (Per Roll) (Roll contains 1590 Labels)	1,384	\$31.50	\$ 43,596.00
27616	Printing Plates (if applicable)	1	\$56.65	\$ 56.65

Contains recycled materials – Y/N: _____ If Yes _____%. Will not be part of the evaluation.

DELIVERY SCHEDULE:*

ORDER QUANTITY PER LABEL	LABEL TYPE	DELIVERY TIME
100,000 MIN	Passenger	30 Days ARO
400,000 AVG	Passenger	30 Days ARO
800,000	Passenger	30 Days ARO
1,200,000	Passenger	30 Days ARO

*Will not be part of the evaluation.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



MINORITY BUSINESS ENTERPRISE

57218
Three Leaf Productions, Inc.
940 Science Blvd.
Gahanna, OH 43230

CONTRACTOR'S CONTACT: Mr. Ron Stokes

Preferred Method of receiving Purchase Orders:

BID CONTRACT NO: OT908615-1

TERMS: Net 30 Days
DELIVERY: 30 Days ARO

TELEPHONE: (614) 626-4941 x365
FAX: (614) 626-8880

E-MAIL: rstokes@three-leaf.com

E-MAIL: rstokes@three-leaf.com