

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

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|---|---|--|-----------------------------|
| The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award. | | BIDDER NAME | |
| BID NUMBER <u>OT906416</u> | OPENING DATE (1:00 p.m.) <u>April 25, 2016</u> | STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet | |
| General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk | | CITY | STATE ZIP |
| | | COUNTY | MBE/EDGE CERTIFICATE NUMBER |
| | | TELEPHONE NO. () | TOLL FREE NO. 1 - () |
| | | CONTACT PERSON | FAX NO. () |
| REQ./INDEX NO. DPS009 | BID NOTICE DATE April 1, 2016 | CONTRACTOR'S E-MAIL ADDRESS | |
| SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax | | | |
| In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days | | | |
| PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF PUBLIC SAFETY | | | |
| <u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u> COATED ALUMINUM FOR LICENSE PLATES <u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>April 29, 2016</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>May 31, 2018</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency. <u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. <u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/ . Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button. | | | |
| | | AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink) | DATE |

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 60 days or less after receipt of order, and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. All subsequent orders, after the initial order, under this contract shall begin delivery within thirty (30) days after receipt of order. Two truckloads a week will be delivered until order is complete. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The delivery location will be noted on the purchase order issued by the participating agency. Packing slip(s) with the coil Heat and Tag numbers are required at time of delivery. Contractor is required to submit proof of mill order to DPS within seven (7) days of receiving the purchase order. Documentation shall include at a minimum, mill supplier name, date of Contractor's order, quantity of Contractor's order, and expected delivery from mill to Contractor.

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. Failure to adhere to all delivery requirements may result in delayed payment. Deliveries are to be made to the following location:

Department of Public Safety C/O Ohio Penal Industries –
Lebanon Correctional Institution
3791 State Route 63
Lebanon, OH 45036
Attn: Kenneth VanCleve – (513) 932-1211, ext. 3026

Delivery is to be made between 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 1:30 p.m., Monday through Friday. No deliveries on state observed holidays, Saturdays, or Sundays. In the event a problem cannot be resolved with the institution OPI contact person, contact the Department of Public Safety, Jeff Shadburn, 1970 West Broad Street, Columbus, OH 43218 at (614) 466-2890. The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). Supplement 1.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated quantity of the line item by its corresponding fixed processing cost to arrive at the extended price. Failure to provide a unit price on all items may result in the bidder being deemed not responsive.

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 fixed processing cost by the estimated quantity 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.

ALUMINUM BASE PRICE: This price is defined as the Midwest US transaction \$/pound for aluminum ingot as published monthly in leading publications like Platts Metals Week. The awarded supplier will verify the aluminum price prior to accepting the purchase order from the ordering agency.

FIXED PROCESSING COST: This is defined as the \$/pound to fabricate finished aluminum coil as per specifications and shall include all costs, overhead, and profit to manufacture and deliver the products less the aluminum base price as specified above.

PRODUCT SAMPLES: Samples of License Plate Aluminum, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of License Plate Aluminum shall be provided at no cost to the State and will not be returned to the bidder upon completion of testing conducted by the State.

If requested by DAS, the bidder will be required to provide samples within fifteen (15) days after notification. Failure to provide the samples within the stated time period may result in the bidder being deemed not responsive. Samples that do not meet specifications may result in the bidder being deemed not responsive.

Should samples be requested, they should be delivered to: Department of Public Safety C/O Ohio Penal Industries, Lebanon Correctional Institution, 3791 State Route 63, Lebanon, OH 45036. Attention: John Tura/Nate Martin. Delivery is to be made between 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 1:30 p.m., Monday through Friday. No deliveries on state observed holidays, Saturdays, or Sundays. In the event a problem cannot be resolved with the institution OPI contact person, contact the Department of Public Safety, Jeff Shadburn, 1970 West Broad Street, Columbus, OH 43218 at (614) 466-2890

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

Samples will be one (1) continuous roll/strip of aluminum matching specifications bid. Samples to weigh a minimum of one hundred (100) pounds of the twelve (12.125") inch and fifty (50) pounds of the seven (7.125") inch. Samples shall be properly labeled with the name/address of manufacturer, lot number, alloy, gauge, strength and any other characteristics that benefit testing and analysis. All samples must be delivered according to full specifications. After award of the ITB, 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.

BIDDER QUALIFICATIONS: Bidder Qualifications will be used to determine the capacity of the bidder to perform the requirements of the ITB. DAS reserves the right to request documentation of qualifications during the evaluation. Bidders that do not meet these requirements may be disqualified. Failure to respond may deem the bid not responsive.

Bidder has been in business for three (3) or more years. Yes_____ No_____

Bidder is either ISO certified with the International Organization for Standardization, or equivalent certification. If bidder is submitting an equivalent certification, bidder will attach information with the bid response.

If requested by DAS, bidder will supply two (2) references from customers with a similar scope and size to the requirements of this ITB.

Bidder is not a reseller of scrap material, and adds some value to the manufacturing process.

MILL SUPPLIER: Bidder is required to list the mill supplier(s) in the bid. (Provide attached list) Only shipments from the approved mill suppliers will be accepted. All costs associated with the pickup and replacement of orders from unapproved mill suppliers will be at the responsibility of the bidder.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) 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".

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. (This number may be increased as necessary.)
- 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

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.

The remainder of this page has been left blank intentionally

SPECIFICATIONS

I. SCOPE

This invitation to bid (ITB) consists of annual purchases totaling approximately eight hundred thousand (800,000) pounds of chrome free, environmentally friendly conversion coated, strip aluminum for the manufacture of license plates as stated herein. These license plates may be made of aluminum which will be produced for a multi-year (minimum of four (4) years) function as per the specification provided herein. The basic aluminum, before hot and cold rolling, is to be made in the United States of America (USA).

II. GENERAL REQUIREMENTS

- A. Condition of aluminum: The aluminum strip must be continuous, in coils, free of welds and laps, edge damage, or other imperfections which could mar a uniform appearance. The aluminum must be free of dirt and loose coatings or other contaminants upon receipt at the OPI manufacturing facility.
- B. Properties of aluminum: This coated license plate aluminum must have properties which allow it to be embossed to a height of 3/16 inch in aluminum license plate dies without warping, breaking of the metal, peeling, or flaking of the license plate coating from the base metal.
- C. Subsequent Testing: During the life of this contract, the state, at its option and at the Contractor's expense, may make tests, at random, in accordance with ASTM standards to check the Contractor's compliance and conformity with this specification. The costs of said test will be paid by the Contractor in the event the product does not conform to the specification.
- D. Bidder must supply the name of the index they will use throughout the term of the contract. The indexes must be U.S. based pricing. Any changes must be approved by DAS prior to being effective.

III. SPECIFICATION OF THE STRIP

- A. Material: Shall be aluminum strip defined below and conforms to ASTM B209, "Standard Specification for Aluminum and Aluminum Alloy Sheet Plate," approved November 1, 2010 and ASTM 8449, "Standard Specification for Chromates on Aluminum," approved June 1, 2010, and free of any powdery residue, oil, or other foreign material which may affect adhesion of reflective sheeting.
- B. Special Requirements for 0.032 Gauge Thickness:
 - 1. Alloy Temper 3105 Temper H22 ASTM B209 or latest revision.
 - 2. Target Yield Strength 14 (ksi)
 - 3. Tensile 23 (ksi)
 - 4. Elongation 15%
 - 5. Unpainted and Oil Free: The strip shall be dry, no paint and no oil.
- C. Special Requirements for 0.027 Gauge Thickness:
 - 1. Alloy Temper 3105 Temper H22 ASTM B209 or latest revision.
 - 2. Target Yield Strength 28 (ksi)
 - 3. Tensile 35 (ksi)
 - 4. Elongation 2%
 - 5. Unpainted and Oil Free: The strip shall be dry, no paint and no oil.

SPECIFICATIONS (Cont'd.)

- D. Dimensions:
 - 1. Aluminum strip
 - a. Thickness:
 - 1. 0.027 (approximately 20% of the total purchase)
 - 2. 0.032 (approximately 80% of the total purchase)
 - b. Width (regular sized plates): 12.125"
 - c. Width (small sized plates): 7.125"
 - 2. Tolerance:
 - a. Thickness - aluminum strip: +/- 0.003"
 - b. Width - both sized plates: +/- 0.010"

IV. SPECIFICATION OF THE COIL

- A. Coil Size:
 - 1. 20" I.D. Fiber Core
 - 2. 48" O.D. (absolute maximum O.D.)
- B. Coil Widths:
 - 1. 12.125" width of coil (for regular size plates)
 - 2. 7.125" width of coil (for small size plates)
- C. Coil Condition: Oil - Coil must not be oiled.

V. PACKAGING

- A. One Coil per Skid: Eleven hundred (1,100) minimum weight to one thousand, seven hundred and fifty (1,750) lbs. maximum weight per skid for orders of the 12.125" width. Six hundred, fifty (650) to one thousand, forty (1,040) lbs. maximum weight per skid for orders of the 7.125" width. Bands around circumference of coil. Skids shall be packaged and wrapped to insure proper protection against environmental circumstances and damage. Skids must be stackable and have center support. Skids are to be liftable and stackable with a fork lift to a height of eight (8) skids high.
- B. Delivery truck must be set up for rear and side unloading with a forklift.

VI. SHIPPING

Truckload lots of approximately forty thousand (40,000) lbs. per truck. Two truckloads a week will be delivered until order is complete.

Deliveries will be made to:

Department of Public Safety C/O Ohio Penal Industries
Lebanon Correctional Institution
3791 State Route 63
Lebanon, OH 45036
Attention: Kenneth VanCleve

VII. NOTES

- A. The ODPS reserves the right to have defective or damaged coils of aluminum either replaced by new coils or receive credit for the defective or damaged coils.
- B. The ODPS may eliminate the fiber core requirement during the contract term.
- C. The Contractor is expected to meet the quantity requirements as indicated on the purchase order. Quantity shortages on purchase orders are not acceptable. Contractor is required to have prior approval from The ODPS for purchase order overages. Overages without prior approval may not be accepted and returned at Contractors expense.

PRICE SCHEDULE

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

| ITEM NO. | DESCRIPTION | PLATE SIZE | UOM | ESTIMATED QTY | FIXED PROCESSING COST / CWT |
|----------|------------------------------------|----------------|-----|---------------|-----------------------------|
| 29194 | COATED ALUMINUM FOR LICENSE PLATES | 12.125" /0.032 | CWT | 6,400 | \$ |
| 29215 | COATED ALUMINUM FOR LICENSE PLATES | 12.125" /0.027 | CWT | 1,400 | \$ |
| 29216 | COATED ALUMINUM FOR LICENSE PLATES | 7.125" /0.027 | CWT | 200 | \$ |

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

Note: Payment is based on the sum of the FPC (Fixed Processing Cost) and a floating aluminum base price to arrive at a total price per cwt for the coil.

SUPPLEMENT 1

Ohio Department of Rehabilitation and Correction **Standards of Conduct for Contractors, Volunteers and Interns**

Definitions

Contractor – Any individual or business under legal agreement with the Ohio Department of Rehabilitation and Correction (ODRC) to provide goods, services or construction for a certain price.

Volunteer – Any individual who has been recruited and has requested volunteer status. The person will be involved in on-going programs and will have direct contact with offenders and offenders under supervision. Paid or unpaid student interns shall be considered as volunteers.

Intern – A paid or unpaid individual in an educational or experiential capacity whose institution or department assignment will deliver a work product of material benefit to the individual and ODRC.

Purpose

The purpose of this document is to provide guidance to contractors, volunteers and interns entering the facilities of the ODRC or working with offenders under Division of Parole and Community Services (DPCS) supervision. In view of the nature and purpose of the various facilities of ODRC and DPCS it is necessary that all persons who enter the facilities or work with offenders in the community, understand the rules and security requirements of a correctional environment. Persons entering a correctional facility or who provide services to offenders under supervision, have certain obligations under law to insure that their actions do not jeopardize the safe and secure operation of ODRC and DPCS.

Responsibilities

The Site Manager (APA Regional Administrative/Designee, appropriate Section Manager, or Warden) of each facility/region has the responsibility to ensure that all contractors, volunteers and interns understand the guidelines necessary for their safe entrance and operation while in a correctional setting. Staff will be assigned by the Site Manager to insure that all such persons are properly oriented to working in a correctional environment. Contractors, volunteers and interns must realize their responsibility to follow the rules of conduct, ethics, policies, and law relating to their assignments. The Site Manager will approve entrance and training of all contractors, volunteers and interns and has the authority to terminate entrance authorization or working relationships 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 department that all persons conduct themselves in a professional manner. The following are several types of behavior that cannot be tolerated within a correctional environment, including DPCS offices. (This is not intended to be an all-inclusive list).

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 or being under the influence of alcohol or drugs while on duty or conducting volunteer work is prohibited.
2. No person shall, without authorization from Site Manager, allow themselves to show partiality toward, or become emotionally, physically, or financially involved with offenders, parolees, probationers, transitional controllees or their families, or establish a pattern of social fraternization with same.
 - A. No persons shall offer, send or give to an offender, parolee, probationer, transitional controllee, or a member of his/her family, or to any person known to be associated with him/her, any article, monies, favor, or service which is not authorized in the performance of the person's assigned duties. Contractors/volunteers or interns shall not accept any gift, personal service, or favor from an offender, parolee, probationer, or transitional controllee, 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. Contractors shall not visit an offender, parolee, probationer, or transitional controllee while such an individual is under the supervision of the Department unless such a visit is given prior authorization during the contract service period by the ODRC Contract Person and Site Manager of the respective facility or the visit is part of the job duties.
 - C. Volunteers/Interns shall not visit an offender at the institution or DOCS office that they are volunteering at except as referenced by ODRC policy 71-SOC-01. Volunteers must notify their staff supervisor and complete form DRC1500, Staff Nexus, if/when they choose to visit an offender at another prison.
 - D. Contractors 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 Site Manager.
3. No such person shall, without the express authorization of the Site Manager, show favoritism or give preferential treatment to an individual under supervision of the ODRC 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, by 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 Contractors/Volunteers toward offenders or others will not be tolerated.

Work Schedule

Due to staffing and security concerns and the nature of services being performed by Contractors, Volunteers, and Interns, it is essential that Contractors, Volunteers, and Interns work out a mutually acceptable work schedule with their ODRC Contact Person or Intern Mentor. Failure to perform services consistent with the mutually agreed upon schedule may be

considered failure to fulfill the requirements of the contract, volunteer service or internship program.

Responsiveness

1. Inattentiveness to job responsibilities and procedures in a correctional environment can result in escapes, assaults, and other incidents. Therefore, Contractors, Volunteers, and Interns must remain fully alert and attentive during the time they are on state property or in a state operated office.
2. To insure safety and security to the facility and DPCS operations, such persons must abide the instructions of their ODRC Contact Person or Intern Mentor regarding safety and security related issues.

Confidentiality

1. Some Contractors/Volunteers 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 contractor's duties upon specific authorization from someone with the delegated authority to release official information. The Director or his designee in the Central Office 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. Contractors 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. Contractors will not use, or release for use, official information for private purposes unless this information is available to the general public.
 - D. Contractor will not remove from file, or make copies of records or documents except in accordance with established procedures or upon proper authorization.
 - E. No Contractors will make statements or release official information that could breach the security of the institution or unduly endanger any person.
 - F. Former Contractors 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 relationship.

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 a Contractors, Volunteers, or Interns 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 ODRC Contact Person or Intern Mentor. Such information shall be evaluated and may be reason to terminate the contract/service/internship immediately.

Conveying or Trafficking in Contraband

The introduction of contraband into or upon the grounds of any state property, or taking or attempting to take contraband there from, or otherwise trafficking in contraband without the knowledge and consent of the Site Manager 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, 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 Contractor/Volunteer/Intern is required to immediately report to the Site Manager, or 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.

Allegation 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 Departmental Chief Inspector and/or other appropriate agency. The Ohio State Highway Patrol is responsible for investigating violations of Ohio laws occurring on state property.

During the course of an official investigation, Contractors, Volunteers, Interns are to cooperate fully by providing all pertinent information that they may have. Failure to answer any inquiry fully and to the best of his/her knowledge may be grounds to terminate the contract or internship.

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 Contractors, Volunteers, and Interns must be reported to his/her ODRC Contact Person or Intern Mentor immediately.

2. ODRC 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/Volunteer will be assigned an ODRC Contact Person or Intern Mentor 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 known as the Shift Captain or Acting Shift Captain or the previously designated DPCS staff. In cases of emergency, this person will always be available to respond to questions or needs.

Standard of Conduct

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

1. Visiting an offender unless the person is a verified immediate family member and/or has been approved by the Warden, DPCS Administration Assistant of the institution per ODRC Policy 71-SOC-01 and ODRC Policy 76-VIS-01.
2. Deliberate destruction, damage, and/or theft of state property, offender property, property of visitors, or property of an employee, including state vehicles.
3. Failure to carry out directions provided by the ODRC Contact Person.
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.
9. Misusing official position for personal gain, including soliciting bribes, in the course of carrying out assigned duties at the institution, APA District Office or Central 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, et.
16. Possession or consumption of alcoholic beverages or illegal drugs while on state property.
17. Reporting to the institution, DPCS office or place where, as the Contractor, Volunteer, or Intern, you are performing official duties, 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/offender, the offering, receiving, or giving of a favor or anything of value to an offender without authorization from ODRC.
23. Engaging in unauthorized personal relationships with inmates or their families, including correspondence or phone communications with inmates and their families.

Entry Procedures

Institution Entry:

The ODRC Contact Person, Intern Mentor will coordinate the initial on-site visit. It is the responsibility of this person to ensure that Contractors, Volunteers, and Interns are aware of the rules and regulations governing activities in the institution. A designated administrative staff member must authorize entrance into the facility. Any person entering a correctional environment 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 removal from the institution and possible denial of future entry.

All Contractors, Volunteers, and Interns must show identification to enter. Generally, a driver's license or state picture identification is appropriate for this identification process. Contractors, Volunteers, and Interns will be issued either a temporary badge or a temporary picture identification badge, which must be turned in at the conclusion of services each day. Such identifications are government property and may only be used at the institution/APA District Office/Central Office for identification purposes. They must be worn at all times and must not be left unattended.

Contractors, Volunteers, and Interns must sign in and out upon entry and exiting state property. Appropriate attire for men includes a shirt and slacks. Women may wear a dress or pants, and a blouse or sweater. Shoes are required. Shorts, short skirts, see-through blouses, men's sleeveless shirts, and clothing with vulgar symbols or statements are examples of items of clothing which are not permitted.

It is recommended that only items necessary for the volunteer/contracted service or internship be brought into the correctional environment. Large sums of money, pocket knives, etc., are discouraged. The Contractor/Volunteer will be asked to store the items either in their car or available lockers in the entrance area. If a Contractor/Volunteer requires medication they should take only that amount that is necessary for the day. All persons must sign the medication log if they require a dosage during their stay. This log will identify the type of medication and the amount. The institution cannot be responsible for loss of property. If a tradesman requires tools to perform their contracted service, 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 equipment. A written authorization for all tools from the Deputy Warden of Operations or Major will be required before they are authorized to enter the institution.

The Contractor/Volunteer service or internship may or may not require contact with inmates/offenders. Contractors, Volunteers, and Interns are prohibited from developing any relationship with inmates outside of contractor, volunteer or internship activity. They cannot mail letters or make telephone calls to the inmate/offender for them. If a Contractor/Volunteer/Intern receives mail or telephone calls from inmates or their families, they must report this to their ODRC Contact Person or the Deputy Warden, or APA Administrative Assistant. A Contractor/Volunteer/Intern should never disclose personal information such as their address, telephone number, or any personal information about their family or friends. There is no instance where sharing such information will serve a useful purpose.

DPCS Office Entry:

Entrance procedures will be explained during the orientation process to each DPCS Volunteer or Contractor that must report to a regional office.

If at any time a Contractor/Volunteer has a question, he/she should contact their ODRC Contact Person, Intern Mentor, DPCS Administrative Assistant, the Shift Captain, or the Deputy Warden of Operations.

I have read and understand the Standards of Conduct for Contractors, Volunteers and Interns, including the rules and guidelines listed above. I understand that entering a correctional institution, DPCS Office, or Central Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.

**Acknowledgement of Receipt of the
Standards of Conduct for Contractors,
Volunteers and Interns**

I have read and understand the Standards of Conduct for Contractors, Volunteers and Interns, including the rules and guidelines listed above. I understand that entering a correctional institution, DPCS Office, or Central Office carries responsibilities necessary to ensure safety and security to the facility and will abide by all rules and guidelines contained herein.

| | |
|--|------------|
| Signature of Contractor/Volunteer/Intern: | |
| Printed Name of Contractor/Volunteer/Intern: | Job Title: |

| | |
|-----------------------------|------------|
| Staff Witness Signature: | |
| Staff Witness Printed Name: | Job Title: |
| Institution/Agency: | Date: |