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: MATERIALS AND SUPPLIES FOR THE CONVERTING OF SANITARY TOILET TISSUE

CONTRACT No.: OT904114

EFFECTIVE DATES: 01/01/14 to 12/31/14
Renewal through:: 12/31/17 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904114 that opened on 09/11/14. 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 OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, BELMONT CORRECTIONAL INSTITUTION, 68518 BANNOCK ROAD, STATE ROUTE 331, ST. CLAIRSVILLE, OH 43950, 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:

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

http://www.ohio.gov/procure

* Renewed for 12 months, from 01/01/17 through 12/31/17, per amendment # 11.

Signed: _____
Robert Blair, Director Date

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* Added per Amendment #1, Effective 01/01/14

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 or the Supplemental Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within fifteen (15) 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. NOTE: All deliveries are to be coordinated with the institution. The delivery location is:

OPI Toilet Tissue Shop
Belmont Correctional Institution
68518 Bannock Road, State Route 331
St. Clairsville, OH 43950

Deliveries will be accepted between the hours of 8:00 AM to 10:00 AM and 12:00 PM and 2:00 PM, Monday through Friday, excluding state observed holidays. The carrier is to call the OPI Toilet Tissue Shop at the institution prior to arrival for authorization to deliver, at 740-695-5169 Extension. 2294.

No deliveries will be accepted during foggy or adverse weather conditions in accordance with institution security procedures.

All damaged items received shall be noted on the driver's Bill of Lading, placed back on the truck, and returned to the contractor for prompt replacement.

In the event a problem cannot be resolved with the institution shop manager, contact OPI Assistant Chief at OPI-Central Office, 1221 McKinley Ave., Columbus OH 43222, phone (614) 752 1053.

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 seven (7) 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 seven (7) 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.

AUTHORIZED MANUFACTURER OR DISTRIBUTOR: Bidders offering items under this Bid/Contract must be manufacturers, authorized distributors or authorized representatives of manufacturers for the items offered. Bidders should include proof of such with their Bid. If not included with the Bid, Bidders shall provide proof of same within seven (7) calendar days of request. Proof consists of a letter from the manufacturer on manufacturer's letterhead signed by a duly authorized representative of the manufacturer.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, estimated annual usage from the Bid Price Page of this bid will be multiplied by the prices submitted by individual bidders and then summed by category to determine the lowest cost Bid per category. Bids will be evaluated for responsiveness and responsibility as indicated in sections I-20 and I-21 of the Instructions, Terms and Conditions for Bidding.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by Category.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

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”.

SEMI-ANNUAL USAGE REPORTS: Every six months during the term of the contract for the reporting periods January through June and July through December the contractor must submit a report (written or on disk or via eMail in Excel format) indicating sales generated by this contract. Reports are due within 30 days of the end of the reporting period. 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: Walt Schneider, CPPB at walter.schneider@das.ohio.gov.

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.

X Goods/Services will be delivered via common carrier.

X 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 below who will be performing work under the Contract.

NEWARK GROUP / OHIO PAPERBOARD _____ _____

_____ _____

_____ _____

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

DISCLOSURE OF FULFILLMENT HOUSES:

Fulfillment Houses are defined as follows: A third party, including a manufacturer, that performs outsourced storage, order picking, packing, shipment and/or tracking activities for the Contractor. Bidders seeking to enter into a materials contract shall disclose the following: (use additional sheets if necessary)

If awarded a contract under this Invitation To Bid, do you intend to use Fulfillment Houses as defined above to fulfill your obligations under any ensuing contract? Yes:[X] No: [_]

If you answered yes above, complete the following information.

a) Principal location of business for the contractor (Name/City/State/Country)

_____

_____

b) Principal location of all Fulfillment Houses (Name/City/State/Country)

Orchids Paper, Pryor, OK USA, Kimberly Clark de Mexico, Mexico City DF Mexico, SCA North America, Neenah, WI, USA.__

_____

c) Location where inventory to support the Contract will be maintained (Name/City/State/Country)

Orchids Paper, Pryor, OK USA, Kimberly Clark de Mexico, Mexico City DF Mexico, SCA North America Neenah, WI, USA___

_____

d) Has this Fulfillment House ever been asked to withdraw from a contract with the state of Ohio, either as a Fulfillment House or as a direct contractor to the State? Yes [___] No [X]

e) Has this Fulfillment House ever been asked to withdraw from a contract with another state or government body?
Yes [___] No [X]

The state of Ohio neither approves nor disapproves of any Fulfillment House. The State reserves the right to authorize or fail to authorize the use of any Fulfillment House. Prior removal from a contract or contracts may be cause for disqualification.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is complete, correct, true and accurate. The Bidder agrees that no changes will be made to this list of fulfillment houses without amendment to the contract issued subsequent to the analysis of bids. Any attempt by the Bidder/Contractor to change or otherwise alter Fulfillment House locations where services will be performed without prior amendment to the contract, 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.

SPECIFICATIONS – SANITARY TOILET TISSUE MANUFACTURING SUPPLIES

SCOPE AND CLASSIFICATION:

A. SCOPE:

1. The State of Ohio, Department of Rehabilitation and Correction, Ohio Penal Industries has requirements for various sanitary toilet tissue manufacturing materials and supplies. These materials and supplies will be delivered to the Ohio Penal Industries (OPI) Toilet Tissue Shop located at the Belmont Correctional Institution 68518 Bannock Road, State Route 331 St. Clairsville, OH 43950

2. The specifications below state the minimum requirements for the supplies the state of Ohio desires to purchase on behalf of the Department of Rehabilitation and Corrections, Ohio Penal Industries. These requirements are delineated into the following categories

Category I.	Sanitary Toilet Tissue Core Material – UNSPSC 141215
	01. Core Material
Category II.	Sanitary Toilet Tissue Parent Rolls – UNSPSC 141117
	02. One-Ply - Recycled
	03. Two-Ply - Recycled

B. SPECIFICATIONS

Category I. – Sanitary Toilet Tissue Core Material – UNSPSC 141215

Item 01. Sanitary Toilet Tissue Core Material

Unit of Measure:	Per 1000 Square Feet
Basis Weight:	38 - 39 Pounds / 1000 Square Feet
Caliper:	11 Point (.011 inch) +/- 10%
Density:	3.3 - 3.6 lbs. per point
Recycled Content:	100%
Manufacturer:	Sonoco 08562 39# Core Stock DF or Ohio Paperboard 38# TAC DF (37) Core Winding Chip or Equivalent

Category II. – Toilet Tissue Parent Rolls – UNSPSC 141117

Item 02. Toilet Tissue Parent Roll – 1-Ply 100% Recycle Content

Unit of Measure:	Per Ton (2,000 pounds)
Core Diameter:	3 - 14 Inches
Roll Outside Diameter	55 - 59 Inches
Parent Roll Width	96 - 102 Inches
Basis Weight:	10 - 11 Pounds per 3,000 Square Feet
Stretch:	9% to 11% length
Bulk (Thickness)	.026 – .028 millimeters
Composition:	100% Recycle Content (Must be labeled “Recycled”)

Item 03. Toilet Tissue Parent Roll – 2-Ply 100% Recycle Content

Unit of Measure:	Per Ton (2,000 pounds)
Core Diameter:	3 - 14 Inches
Roll Outside Diameter	55 - 59 Inches
Parent Roll Width:	96 - 102 Inches
Basis Weight:	9 - 9.4 Pounds per 3,000 Square Feet Per Ply/Layer
Stretch:	9% to 11% length
Bulk (Thickness)	.025 – .027 millimeters per ply
Composition:	100% Recycle Content (Must be labeled “Recycled”)

SPECIFICATIONS – SANITARY TOILET TISSUE MANUFACTURING SUPPLIES

C. QUALIFICATIONS:

The Bidder shall have the following qualifications and/or certifications at the time of submitting their Bid. If proof of the qualifications below are not submitted with the bid DAS may require same. If requested by DAS, Bidder will have seven (7) calendar days to provide same. If not provided in accordance with DAS' specific request, Bidder may be found not responsive and disqualified with no further consideration of award.

1. The Bidder shall be able to provide customer service hours during normal business hours of 8:00 am – 3:30 pm. The Bidder shall respond to any phone messages within the same business day if received prior to 3:00 pm and by 10:00 am of the following day if received after 3:00 pm the preceding day.

2. The Bidder shall maintain any certifications or licenses required by Federal, State, or Local government to perform and/or provide the services described herein.

ALTERNATE BRANDS / SUBSTITUTION OF ITEMS: During the term of any ensuing contract, the awarded contractor(s) may need to provide alternate Manufacturer Brand/Style/Items other than those indicated in the Bid Prices below. Prior to the provision of any alternate however, the contractor shall notify and obtain permission of the state of Ohio DAS Office of Procurement Services contract contact indicated on page one of the Contract. DAS may require samples of the alternate or substitute item(s) prior to the approval of any alternate or substitute item(s). Failure to comply with this clause shall be considered an instance of contract default.

CONTRACT PRICE PAGE

Bidders must supply the manufacturer name and item number for core material offered and complete all information requested below for 1 and 2-ply parent roll stock offered. All bid prices shall be in U.S. Dollars ($USD). Bidders shall not insert a unit cost with more than three digits to the right of the decimal point. Digits beyond three will be dropped and will not be used in the evaluation of the bid.

Category I. Sanitary Toilet Tissue Core Material - *

OAKS Item #	Description	Manufacturer and Item Number	Price Per 1,000 Square Feet In $USD
17875	Sanitary Toilet Tissue Core Material	NEWARK GROUP / OHIO PAPERBOARD TACSLIT-TACDF *	*

Unit of Measure (UoM) is per 1000 square feet.

MANUFACTURER: Indicate below the manufacturer(s) of the items offered for Category I. Line Items 1. List all which apply:

Category I. Item 1. Manufacturer: Newark Group / Ohio Paperboard *

Category II. Sanitary Toilet Tissue Parent Rolls – UNSPSC 14111700 / 14111704 – AWARDED CONTRACTOR: CONVERMAT, INC. OAKS VENDOR ID # 0000188605

OAKS Item #	Description	Core Size/Roll Diameter/Roll Weight	Price Per Ton (2,000 lbs.) in $USD
17878	Sanitary Toilet Tissue Parent Roll 1-Ply. 100% Recycled	Core Size: 3”, 6”, 10” 12” Roll Diam: 55” Roll Wght: 2,000 Lbs. Mfgr: Orchids, SCA,KC de Mexico	$ 1,025.00
13117	Sanitary Toilet Tissue Parent Roll 2-Ply, 100% Recycled	Core Size: 3”, 6”, 10”, 12” Roll Diam: 55” Roll Wght: 2,000 Lbs. Mfgr: Orchids, SCA,KC de Mexico	$ 1,025.00

Unit of Measure (UoM) is per Ton (2,000 lbs.)

MANUFACTURER: Indicate below the manufacturer(s) of the items offered for Category II. Line Items 1. And 2. List all which apply:

Category II. Item 1. Manufacturer(s): SCA North America, Orchids Paper, Kimberly Clark de Mexico

Category II. Item 2. Manufacturer(s): SCA North America, Orchids Paper, Kimberly Clark de Mexico

Bidders are requested to complete the following:

ITEMS IN THIS BID CONTAIN RECYCLED MATERIALS (Y/N) ___Y____. IF SO ___100____%.
The foregoing will not be a part of the bid specification.

* Contract for Sanitary Toilet Tissue Core Material with Batliner Paper Stock Company expired effective 12/31/16 per Amendment #10.

CONTRACTOR INDEX

CONTRACTOR, REMIT TO ADDRESS AND TERMS:

0000188605
Convermat Corporation
111 Great Neck Road
Great Neck, NY 11021

CONTRACT NO.: OT904114 –1

DELIVERY: 15 Days A.R.O.

TERMS: Net 30 Days

TELEPHONE: (516) 472-2421 *
FAX: (516) 472-7170 *

E-mail: martin@convermat.com *

CONTACT INFORMATION: *

Martin DeVito
Convermat Corp
111 Great Neck Rd, Suite 514
Great Neck, NY 11031

TELEPHONE: (516) 472-2421 *
FAX: (516) 472-7170 *

E-mail: martin@convermat.com *

PLACEMENT OF PURCHASE ORDERS;

Purchase Orders are to be e-mailed to:

E-mail: martin@convermat.com *

Contractor Batliner Paper Stock Company has been removed from this contract due to the expiration of the contract with Batliner effective 12/31/16. See Amendment #10.

DAS APPROVED SUBCONTRACTORS:

NEWARK GROUP / OHIO PAPERBOARD
ORCHIDS PAPER
SCA NORTH AMERICA 1
KIMBERLY CLARK de MEXICO

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
11	01/01/17	This amendment is issued to renew this contract by mutual agreement with Contractor Convermat Corporation, Inc. for twelve (12) months from 01/01/17 through 12/31/17.
10	12/01/16	This amendment is issued to advise that this contract for the account of Batliner Paper Stock Company will not be renewed beyond the current expiration date of 12/31/16. Thereafter the agency shall procure their needs for these supplies in accordance with the Ohio Revised Code Section 125.05.
9	10/07/16	This amendment is issued to decrease prices on 1-ply and 2-ply recycled toilet tissue parent rolls, OAKS items 13117 and 17878, effective with all orders placed on or after 10/07/16.
8	01/01/16	This amendment is issued to update the Contractor Index for Convermat Corporation and to renew this contract for twelve (12) months, from 01/01/16 through 12/31/16, by mutual agreement of the parties.
7	08/20/15	This amendment is issued to decrease prices on 1-ply and 2-ply recycled toilet tissue parent rolls, OAKS items 13117 and 17878, effective with all orders placed on or after 08/20/15.
6	06/18/15	This amendment is issued to increase prices on 1-ply and 2-ply recycled toilet tissue parent rolls, OAKS items 13117 and 17878, effective with all orders place on or after 06/18/15.
5	02/10/15	This amendment is issued to reduce prices on 1-ply and 2-ply recycled toilet tissue parent rolls, OAKS items 13117 and 17878, effective with all orders placed on or after 02/10/15.
4	01/01/15	This amendment is issued to renew this contract for twelve (12) months from 01/01/2015 through 12/31/2015 through mutual agreement of the parties.
3	10/2/14	This amendment is issued to reduce the price of 1-ply and 2-ply recycled toilet tissue parent rolls, OAKS items 13117 and 17878, effective with all orders placed on or after October 2, 2014.
2	01/01/14	Issued to change Contractor Convermat Corporation's remittance address pursuant to a request from the Contractor.
1	01/01/14	This amendment is issued as a result of add-on Bid OT905014 which opened on 10/11/13 to add a Contractor and pricing for Sanitary Toilet Tissue Core Winding Material to this contract on the Contract Price Page # 8, effective 01/01/14, to update the Contractor Index, Page # 9, and the Table of Contents Page # 2 and to add a Summary of Amendments, Page # 10 to the Contract.