

# INVITATION TO BID

**ITB NUMBER: DRCB-20-2940**

**DATE ISSUED: December 16, 2020**

**The Ohio Department of Rehabilitation and Correction is requesting bids for:**

## **Blank Check Stock**

<b>INQUIRY PERIOD BEGINS:</b>	<b>January 16, 2020</b>
<b>INQUIRY PERIOD ENDS:</b>	<b>January 24, 2020</b>
<b>OPENING DATE:</b>	<b>January 31, 2020</b>
<b>OPENING TIME:</b>	<b>3:00 P.M. EST</b>
<b>OPENING LOCATION:</b>	<b>4545 Fisher Rd., Suite D Columbus, Ohio 43228</b>

**This ITB consists of five (5) Parts and five (5) Attachments, totaling 18 consecutively numbered pages. Please verify you have a complete copy.**

## Part One: Executive Summary

**Purpose.** The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Bids (hereinafter referred to as "Bid") from qualified vendors (hereinafter referred to as "Bidder") for Blank Check Stock (hereinafter referred to as the "Project") for adult correctional institutions administered by the ODRC (hereinafter referred to as the "Institution"). If an acceptable Bid is made in response to this Invitation To Bid (hereinafter referred to as "ITB"), the Institution may enter into a contract (hereinafter referred to as "Contract") to have the selected Bidder perform the Project.

This ITB provides details on what is required to submit a Bid, how the Institution will evaluate the Bids and what will be required of the Bidder who executes a Contract (hereinafter referred to as "Contractor").

The term of a Contract resulting from this ITB will be from January 17, 2020 through June 30, 2021 with two optional two-year renewals by mutual agreement. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision to extend the Contract.

**Calendar of Events.** The schedule for the ITB is provided below to assist Bidders in responding to this ITB:

ITB Issued:	January 16, 2020
Inquiry Period Begins:	January 16, 2020
Inquiry Period Ends:	January 24, 2020
Bid Due Date:	January 31, 2020
Tentative Contract Award:	February 1, 2020

**Structure of ITB.** The ITB consists of the following Parts and Attachments:

Part One	Executive Summary
Part Two	General Instructions
Part Three	Scope of Project
Part Four	Requirements for Bids
Part Five	Evaluation of Bids
Attachment One	Locations of Ordering & Delivery
Attachment Two	Bidder Profile Summary
Attachment Three	Cost Summary
Attachment Four	Declaration Statements
Attachment Five	General Terms & Conditions

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<b>OPENING LOCATION:</b>	<b>4545 Fisher Rd., Suite D Columbus, Ohio 43228</b>

**Project Representative.** The Project Representative shall represent the Institution in matters relating to this ITB and the Bidding process. The Project Representative may be contacted as follows:

Name, Title: Yolanda Cooks, Contract Analyst  
Mailing Address: 4545 Fisher Road, Suite D., Columbus, Ohio 43228  
Phone Number: 614-995-0637  
Fax Number: 614-995-5103  
E-Mail Address: [Yolanda.cooks@odrc.state.oh.us](mailto:Yolanda.cooks@odrc.state.oh.us)

**Contract Monitor.** Following Contract award, a Contract Monitor shall be the Contractor's primary point of contact for matters relating to the Contractor's performance. The Contract Monitor may be contacted as follows:

Name, Title: Michelle Matheron, Data Administrator Manager  
Mailing Address: 4545 Fisher Road, Suite D., Columbus, OH 43228  
Phone Number: 614-752-1306  
E-Mail Address: [michelle.matheron@odrc.state.oh.us](mailto:michelle.matheron@odrc.state.oh.us)

## Part Two: General Instructions

**Inquiries.** Bidders may make inquiries or seek clarifications regarding this ITB any time during the inquiry period listed in the ITB Calendar of Events. To make an inquiry, Bidders must use the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure> ;
- From the Navigation Bar on the left, select “Find it Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the ITB Number found on Page 1 of this document (ITB Numbers begin with “DRC” followed by a number);
- Click the “Find It Fast” button;
- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
  - a. First and last name of the prospective bidder’s representative who is responsible for the inquiry;
  - b. Name of the prospective bidder;
  - c. Representative’s business phone number; and
  - d. Representative’s e-mail address.
- Type the inquiry in the space provided including:
  - e. A reference to the relevant part of this ITB;
  - f. The heading for the provision under question; and
  - g. The page number of the ITB where the provision can be found.
- Click the “Submit” button.

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Bidders will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Bidders may view inquiries using the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure> ;
- From the Navigation Bar on the left, select “Find it Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB Numbers begin with “DRC” followed by a number);
- Click the “Find It Fast” button;
- On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the Inquiry Period End Date.

Inquiries and or requests for clarification about a specific portion of this ITB must reference the relevant Part and/or Attachment of this ITB and include the provision heading along with the ITB page number.

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable. Use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the bid may result in the Bidder being deemed not responsive.

**Bid Submission Requirements.** Each Bidder must submit one complete, sealed, and signed Bid to the Project Representative, at the address listed in Part One with the outside of the envelope clearly marked:

**“Blank Check Stock”**

Bids must be received no later than 3:00 p.m. Eastern Standard Time on the Bid Due Date. The Project Representative **shall reject any Bids** or unauthorized Bid amendments submitted after the Bid Due Date. Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once the Bid Due Date has passed, Bids cannot be altered, except as allowed by this ITB.

All Bids and other submitted material shall be the property of the Institution and shall not be returned. The Bidder should not include proprietary information in a Bid because the Institution maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after Contract award.

The Institution will retain all Bids received as part of the Contract file for the term of the Contract and any subsequent renewals. After the State-scheduled retention period, the Institution may return, destroy, or otherwise dispose of the Bids.

**Bid Instructions.** The ODRC wants clear and concise Bids, and Bidders should take care to completely answer questions and meet the ITB's requirements. Bids must demonstrate an understanding of the requirements and show experience providing like services as well as the ability to meet the service requirements.

The requirements for the Bid's contents and formatting are contained in Part Four of this ITB. Any Bidder shall submit only one Bid.

The State will not be liable for any costs incurred by any Bidder in responding to this ITB, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Project. It may also cancel this ITB and contract for the Project through some other process or by issuing another ITB.

**Waiver of Defects.** The State has the right to waive any defects in any Bid or in the submission process followed by a Bidder. The State will only do so if it believes that is in the State's interests and will not cause any material unfairness to other Bidders.

**Amendments to Bids.** Amendments or withdrawals of Bids are allowed until 3:00 p.m. Eastern Standard Time on the Bid Due Date. No amendments or withdrawals will be permitted after the due time and date, except as expressly authorized by this ITB.

### Part Three: Scope of Project

**Objective.** The objective of this ITB is to solicit Bids for Blank Check Stock to the Ohio Department of Rehabilitation and Correction as indicated in Part One. The successful Bid will form the basis of a Contract for such services.

**Specifications for Blank Check Stock.** This ITB is issued to obtain blank check stock meeting the following specifications to be purchased by ODRC Institutional Cashier's Office Staff. The blank check stock will be delivered to various institutions (as referenced in Attachment One) based on the "ship to" address of the Purchase Orders.

Check stock may be ordered in quantities as low as one (1) ream containing 500 checks. A total of approximately 220 reams (110,000 checks) may be ordered by ODRC during the course of one (1) year.

The blank check stock must meet the following **minimum requirements**:

- A. Colored check on top
- B. Check height of 3.5" (three and one-half inches)
- C. White stub below the check of 7.5" (seven and one-half inches)
- D. Designed for MICR laser printers
- E. Sequential control numbers for inventory
- F. Provided in reams containing 500 checks packaged with the sequential control numbers in descending order (i.e., the top sheet in the ream has the highest sequential control number)
- G. Contain artificial watermark of an ODRC seal on the front of the check (a 50kb .bmp image will be e-mailed to the Contractor)
- H. Include the following six (6) built-in security check features:
  - 1. Chemical / Stain protection paper
  - 2. Microprinting (border or lines on front and back)
  - 3. Fluorescent fibers
  - 4. Warning banner(s)
  - 5. Check security screen (e.g., "Original Document" or "VOID" pantograph)
  - 6. Thermochromic Ink

Bidders shall submit a sample of their check stock which includes the six (6) built-in security check features listed in H above.

Bidders must provide a delivered cost per ream (500 checks) for blank check stock meeting the above minimum requirements. As the Contractor will be responsible for shipping costs, the cost per ream should include an estimated shipping cost.

**Shipments:** Delivery of products to the requesting institution must be within 15 (fifteen) calendar days after Contractor receives the Institution purchase order. For deliveries, the Contractor will contact the institution Cashier's Office within forty-eight (48) hours of intended delivery for receiving arrangements. All products being delivered to ODRC institutions will be packaged, labeled, and sealed. Each shipment will have an official vendor itemized packing slip with signature of shipper.

**Billing:** Check stock must be held by the Contractor until individual facility orders are placed. Contractor is responsible for shipping; therefore, an estimated shipping cost must be included in the price per delivered ream of 500 checks. There is no guarantee the ODRC will purchase 220 reams in one year.

**Invoice and Payment:** The Contractor shall invoice for the supplies provided after the date the supplies are delivered and accepted, in accordance with the terms of this ITB. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30; that is, payment will be made within thirty days upon receipt of a proper, correct invoice and documentation of completion of work. To be a proper invoice, the invoice must include the following information:

Blank Check Stock DRCB-20-2940

- A. The purchase order number authorizing the delivery of the product.
- B. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the product.

If this bid award exceeds \$10,000 or the Contractor holds contracts that total in excess of \$10,000 over a 12-month period, the Contractor agrees to allow the federal government access to the contracts and the books, documents, and records needed to verify the Contractor's and/or Subcontractor's costs.

**Delivery and Acceptance:** Contractor receiving the purchase order must provide the supplies under this Contract F.O.B. destination. The supplies will be delivered to the place of destination. The possible places of destination are defined on Attachment One. A separate freight charge will not be billed; therefore, the cost of shipping must be included in the delivered price per ream of 500 checks in Attachment Three, Cost Summary.

Acceptance (transfer of title) of the supplies by ODRC will occur upon the inspection and written confirmation by ODRC that the supplies were delivered conforming to the requirements set forth in the ITB. Unless otherwise provided in this ITB, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

Prior to delivery of the supplies, the Contractor must coordinate the date and time of delivery with the Cashier's Office of the Institution that placed the order. The Contractor will be responsible for adhering to ODRC security policies and procedures.

Accepted Delivery Schedule:  
Monday through Thursday  
8:00 a.m.-10:00 a.m.  
1:00 p.m.-3:00 p.m.

**Note:** In case of deliveries outside of the specified delivery hours, Contractor shall use the warehouse. Contractors using USPS, UPS, DHL, FED-EX, or similar shippers will also use the warehouse.

## Part Four: Requirements For Bids

**Bid Format.** Each Bid must include sufficient information to allow the evaluation committee to verify all aspects of the ITB in order to verify all of the Bidder's claims of meeting the ITB's requirements. Each Bid must respond to every request for information in this ITB whether the request requires a simple "yes" or "no" or a detailed explanation. These instructions describe the required format for a responsive Bid. All required specifications must be met for the Bid to be considered responsive.

The Bidder may include any additional information it believes is relevant. All pages, except pre-printed technical inserts, must be sequentially numbered.

The Bid shall be organized in the following order and contain the following information. **Failure of the Bidder to provide any of the following items may result in rejection of the Bid:**

- A. Cover Letter;
- B. Bidder Profile Summary, Attachment Two;
- C. Cost Summary, Attachment Three;
- D. Location of Services/Off-Shore/I-9 Certification, Attachment Four
- E. Statement of Compliance, Attachment Four;
- F. Conflict of Interest Statement, Attachment Four;
- G. Insurance; and
- H. Sample of Bidder's check stock which includes the six (6) built-in check security features.

Each required item is described more fully below:

**A) Cover Letter.** The Bidder must include a standard business letter signed by an individual authorized to legally bind the Bidder. The Bidder must be engaged in the business of providing Blank Check Stock. The letter must include the following:

- 1) General company profile including a description of the Bidder's legal structure (e.g. corporation, partnership, etc.) and number of employees;
- 2) The address of the Bidder's home office; and
- 3) The name, telephone number, fax number and electronic-mail address of a contact person who has authority to answer questions regarding the Bid and receive notices following Contract award.

**B) Bidder Profile Summary.** Using the form in Attachment Two, the Bidder must show at least two years' experience providing check stock to companies or organizations comparable to the Institution (e.g., hospitals, schools, jails, and businesses). Information to be provided includes: company name and address (to which check stock was provided), contact person and phone number, program name, beginning date of project (month/year started supplying check stock), ending date of the project (month/year stopped providing check stock), and a description of services or products provided that relate to the requirements of this ITB. The form in Attachment Two may be replicated if additional space is needed.

**C) Cost Summary.** Using the form in Attachment Three, Cost Summary, the Bidder shall provide the following information:

- a) Federal tax identification number and principal place of business;
- b) The name, address, telephone number, email address, and fax number of a contact person who has authority to answer questions regarding the bid; and
- c) Delivered cost per ream of 500 checks meeting the required specifications.

**D) Location of Services/Off-Shore/I-9 Certification.** The Bidder must complete the Location of Services / Off-Shore / I-9 Certification section in Attachment Four, including a signature from a Bidder representative authorized to bind the Bidder to the requirements listed in that section of Attachment Four.

**E) Statement of Compliance.** The Bidder's authorized representative must sign the Statement of Compliance section in Attachment Four, attesting to the Bidder's ability to contractually comply with all the requirements set forth in Part Three (Scope of Project) and Attachment Five (Contract) of this ITB.

If there are any requirements in the Contractor's Scope of Project and Specifications for Blank Check Stock or any Contract terms and conditions with which the Bidder is unable to contractually comply, the Bidder must provide a detailed statement as to why that requirement, term or condition cannot be met.

**F) Conflict of Interest Statement.**

The Bidder's authorized representative must sign the Conflict of Interest Statement section in Attachment Four, indicating that the Bidder, and any people who may work on the Project through the Bidder, have no possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project and acknowledging that the ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

**G) Insurance.** Bidders shall submit proof of the ability to procure and maintain insurance with a carrier licensed to do business in the State of Ohio.

**H) Sample.** Bidders shall submit a sample of their check stock which meets the security requirements listed in Part Three, Scope of Project, Blank Check Stock Specifications, section H.

## Part Five: Evaluation of Bids

**Rejection of Bids.** ODRC may reject any Bid that is not in the required format, does not address all the requirements of this ITB, or that ODRC believes is not in its interests to consider or accept. Additionally, ODRC may cancel this ITB, reject all the Bids, and seek services through a new ITB or other means.

**Evaluation of Bids Generally.** The evaluation process may consist of up to four phases:

1. Initial review for defects;
2. Bid Evaluation;
3. Bidder's Performance History with Other Jurisdictions; and
4. Interviews, Presentations, and/or Demonstrations.

It is within the purview of the evaluation committee to decide whether phases three or four are necessary. The committee has the right to eliminate or add phases if the committee believes doing so will improve the evaluation process.

**Clarifications & Corrections.** During the evaluation process, the evaluation committee may request clarifications from any Bidder under consideration and may give any Bidder the opportunity to correct defects in its Bid if ODRC believes doing so does not result in an unfair advantage for the Bidder and it is in ODRC's interests.

During the evaluation process, unless clarifying information is requested by ODRC as part of the evaluation process, any attempt on the part of the Bidder, the Bidder's agent(s), or any party representing the Bidder, to submit correspondence that is determined by ODRC to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Bidder.

**Initial Review.** The Project Representative will review all Bids for their format and completeness. Any incomplete or incorrectly formatted Bid may be rejected, although the Project Representative may also elect to waive any immaterial defects or allow a Bidder to submit a correction or clarification.

**Bid Evaluation.** Award will be made to the lowest, responsive and responsible bidder as determined by ODRC. To protect the integrity of the competitive bid process, bids will be closed for public preview once the evaluation and award process begins.

The Evaluation Committee shall document all major evaluation decisions in writing, and make these a part of the Contract file along with the evaluation results for each Bid.

**Interviews, Demonstrations, and Presentations.** The Evaluation Committee may require Bidders to interview, make a presentation about the Bid and/or demonstrate their equipment, machines, products or services. Such presentations, demonstrations and interviews provide a Bidder with an opportunity to clarify its Bid and to ensure a mutual understanding of the ITB content. This phase shall be scheduled at the convenience and discretion of the Evaluation Committee. This phase is not an opportunity for any Bidder to engage in any negotiations over the form of the Bid or requirements of this ITB.

**Financial Ability.** If the Evaluation Committee is concerned that a Bidder may not be a viable going concern or have sufficient financial backing to perform the Contract, it may insist that a Bidder submit financial statements (i.e., financial statements audited by an independent, certified public accountant) for the past three years. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the Evaluation Committee finds that the Bidder's financial ability is not acceptable, it may reject the Bid despite its other merits.

**Contract Award.** It is the intent of ODRC to select one Contractor for Blank Check Stock. ODRC reserves the right to award in the best interest of the State.

The Contract will be awarded to the Bidder who provides the lowest, responsive and responsible Bid.

ODRC plans to award the Contract no later than the Contract award date specified in Part One of this ITB if ODRC decides the Contract award is in its best interests and has not changed the award date.

In awarding the Contract, ODRC will issue an award letter to the selected Contractor. The Contract will not be binding on ODRC until the ODRC's duly authorized representatives sign the Contract, and all other prerequisites identified in the Contract have occurred. The selected Bidder will receive an executed copy of the Contract.

**Contract.** If this ITB results in a Contract award, the Contract will include this ITB, written amendments to this ITB, the Bidder's Bid, and written, authorized amendments to the Bidder's Bid. These Contract elements will be incorporated into the Purchase Contract provided in Attachment Five. The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Purchase Contract. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. The Contract;
2. This ITB, as addended;
3. The documents and materials incorporated by reference in the ITB;
4. The Bidder's Proposal, as amended; and
5. The documents and materials incorporated by reference in the Bidder's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

## ATTACHMENT ONE: Locations of Ordering & Delivery

<p><b>Allen/Oakwood Correctional Institution (AOCI)</b>                  2338 North West Street                  Lima, OH 45802                  419-224-8000                  Fax 419-224-5828</p>	<p><b>London Correctional Institution (LoCI)</b>                  1580 State Route 56                  London, OH 43140                  740-852-2454                  Fax 740-845-3399</p>	<p><b>Pickaway Correctional Institution (PCI)</b>                  11781 State Route 762                  Orient, OH 43146                  614-877-4362                  Fax 614-877-4514</p>
<p><b>Belmont Correctional Institution (BeCI)</b>                  68518 Bannock Road, S.R. 331                  St. Clairsville, OH 43950                  740-695-5169                  Fax 740-526-0511</p>	<p><b>Lorain Correctional Institution (LorCI)</b>                  2075 South Avon Beldon Road                  Grafton, OH 44044                  440-748-1049                  Fax 440-748-2191</p>	<p><b>Richland Correctional Institution (RiCI)</b>                  1001 Olivesburg Road                  Mansfield, OH 44901                  419-526-2100                  Fax 419-521-2810</p>
<p><b>Chillicothe Correctional Institution (CCI)</b>                  15802 State Route 104 North                  Chillicothe, OH 45601                  740-774-7080                  Fax 740-779-5398</p>	<p><b>Madison Correctional Institution (MaCI)</b>                  1851 State Route 56                  London, OH 43140-0740                  740-852-9777                  Fax 740-852-3666</p>	<p><b>Ross Correctional Institution (RCI)</b>                  16149 State Route 104                  Chillicothe, OH 45601                  740-774-7050                  Fax 740-774-7055</p>
<p><b>Correctional Reception Center (CRC)</b>                  11271 State Route 762                  Orient, OH 43146                  614-877-2441                  Fax 614-877-3853</p>	<p><b>Mansfield Correctional Institution (ManCI)</b>                  1150 North Main Street                  Mansfield, OH 44901                  419-525-4455                  Fax 419-524-8022</p>	<p><b>Southeastern Correctional Institution (SCI)</b>                  5900 B.I.S. Road                  Lancaster, OH 43130                  740-653-4324                  Fax 740-753-5371</p>
<p><b>Dayton Correctional Institution (DCI)</b>                  4104 Germantown Street                  Dayton, OH 45417                  937-263-0060                  Fax 937-263-1322</p>	<p><b>Marion Correctional Institution (MCI)</b>                  940 Marion-Williamsport Road                  Marion, OH 43302                  740-382-5781                  Fax 740-387-8736</p>	<p><b>Southern Ohio Correctional Facility (SOCF)</b>                  1724 Lucasville-Minford Road                  Lucasville, OH 45699                  740-259-5544                  Fax 740-259-2882</p>

<p><b>Franklin Medical Center</b> (FMC) Zone A 1990 Harmon Avenue Columbus, OH 43223 614-445-5960 Fax 614-445-7040</p>	<p><b>Noble Correctional Institution (NCI)</b> 15708 McConnellsville Road Caldwell, OH 43724 740-732-5188 Fax 740-732-2651</p>	<p><b>Toledo Correctional Institution (ToCI)</b> 2001 East Central Avenue Toledo, OH 43608 419-726-7977 Fax 419-726-7157</p>
<p><b>Franklin Medical Center</b> (FMC) Zone B  1800 Harmon Avenue Columbus, OH 43223 614-445-8600 Fax 614-444-8267</p>	<p><b>Northeast Reintegration Center (NERC)</b> 2675 East 30th Street Cleveland, OH 44115 216-771-6460 Fax 216-787-3540</p>	<p><b>Trumbull Correctional Institution (TCI)</b> 5701 Burnett Road Leavittsburg, OH 44430 330-898-0820 Fax 330-898-0848</p>
<p><b>Grafton Correctional Institution (GCI)</b> 2500 South Avon Beldon Road Grafton, OH 44044 440-748-1161 Fax 440-748-2521</p>	<p><b>Ohio Reformatory for Women (ORW)</b> 1479 Collins Avenue Marysville, OH 43040 937-642-1065 Fax 937-642-7678</p>	<p><b>Warren Correctional Institution (WCI)</b> 5787 State Route 63 Lebanon, OH 45036 513-932-3388 Fax 513-933-0150</p>
<p><b>Lebanon Correctional Institution (LeCI)</b> 3791 State Route 63 Lebanon, OH 45036 513-932-1211 Fax 513-932-1320</p>	<p><b>Ohio State Penitentiary (OSP)</b> 878 Coitsville-Hubbard Road Youngstown, OH 44505 330-743-0700 Fax 330-743-0841</p>	

## ATTACHMENT TWO: Bidder Profile Summary

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

## ATTACHMENT THREE: Cost Summary

### BID RESPONSE FORM Bid Number DRCB-20-2940 Blank Check Stock

Bidders Legal Name:	Address:
Phone Number:	Fax Number:
Contact Person:	Contact email address:
Vendor Federal Tax ID Number:	Date:

Estimated Annual Usage	DESCRIPTION	Delivered PRICE per Ream (of 500 checks)
220 reams	Blank Check Stock meeting the minimum requirements as stated in Part Three, Scope of Project, Blank Check Stock Specifications (page 5)	\$ _____

Unless otherwise stated, the usage indicated is to be considered an estimate only and should be considered as information relative to potential purchases that may be made from this bid. ODRC makes no representation or guarantee as to the actual quantity of items(s) to be purchased.

**I attest I am a representative of the organization listed in this Bid and have the authority to bind the Bidder to provide the services as specified in the attached Scope of Project for the time period specified at the cost listed above.**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Blank Check Stock DRCB-20-2940

## ATTACHMENT FOUR: Declaration Statements

Provide signature on statements below:

### LOCATION OF SERVICES / OFF-SHORE / I-9 CERTIFICATION

\_\_\_\_\_ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

\_\_\_\_\_ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

\_\_\_\_\_ (Company) agrees that it (and any personnel or independent Contractors provided for performance of this Contract) is a separate and independent enterprise from the State of Ohio and the Department of Rehabilitation and Correction; and, that this Contract does not constitute any joint employment relationship between \_\_\_\_\_ (Company) and its representatives and the Department of Rehabilitation and Correction, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

\_\_\_\_\_ (Company) agrees to above:

I attest that I am a representative of the organization listed in this Proposal and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Organization \_\_\_\_\_ Date \_\_\_\_\_

### STATEMENT OF COMPLIANCE

\_\_\_\_\_ (signature) Bidder acknowledges to having read, understood, and agrees to the Purchase Contract as set forth in Attachment Five and the Scope of Project as set forth in Part Three of the ITB. Bidder is able to Contractually comply with all the terms and conditions set forth in that Purchase Contract and Scope of Project. If there are any such terms or conditions with which Bidder is unable to Contractually comply, the Bidder must provide a detailed statement as to the reason(s) such term or condition cannot be met.

### CONFLICT OF INTEREST STATEMENT

\_\_\_\_\_ (signature) Bidder confirms Bidder and any people who may work on the Project through the Bidder do not have a conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. Bidder further agrees that the ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

## **ATTACHMENT FIVE: General Terms and Conditions**

### **Contract Terms and Conditions**

The standard contract terms and conditions relating to this ITB and the subsequent contract award are represented below. Any references in the ITB, or attached descriptive literature, that intend to alter the terms and conditions and specifications set forth will not be part of the Contract and will be disregarded by the Agency.

The preferred Bidder will be required to sign a Contract which contains the following representations, warrants, affirmations, agreements, or certifications on the part of the Contractor:

- A. Pursuant to O.R.C. Section 125.111 regarding equal employment opportunity, the Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under the Agreement. Affirmative Action Program Verification Form and approved Affirmative Action Plans is on file with the Equal Opportunity Department.
- B. Contractor, in the execution of duties and obligations under the Agreement, will comply with all applicable federal, state and local laws, rules, and ordinances.
- C. All applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13 as it relates to campaign contributions.
- D. Contractor is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.
- E. Contractor is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25.
- F. Contractor has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the Agency provided Ohio Department of Public Safety's United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization" form.
- G. The Contractor, or any people that may work on the contract through the Contractor, do not have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Purchase Agreement.
- H. The Contractor shall furnish proof of coverage by providing a copy of their Ohio Bureau of Workers' Compensation certificate to the Agency.
- I. While on State property, the Contractor and/or all employees will not purchase, transfer onto State property, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- J. Contractor is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.

### **Supplemental Contract Terms and Conditions**

#### **General Representations and Warranties**

Manufacturer's warranty should be at least one year from date of acceptance as defined herein. The Contractor further warrants that the recommendations, guidance, and performance of the Contractor under this bid award will:

- A. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
- B. No Deliverable will infringe on the intellectual property rights of any third party.
- C. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this ITB. Additionally, with respect to the Contractor's activities under this bid award, the Contractor warrants that:
- D. The Contractor has the right to enter into this bid award.
- E. The Contractor has not entered into any other bid awards or employment relationships that restrict the Contractor's ability to perform under this bid award.
- F. The Contractor will observe and abide by all applicable laws and regulations, including those of the

State regarding conduct on any premises under the State's control.

- G. The Contractor has good and marketable title to any equipment delivered under this bid award and which title passes to the ODRC.
- H. The Contractor has the right and ability to grant any applicable license granted in Deliverable in which title does not pass to the ODRC.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

## **2. Contractor Declarations**

The Contractor declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind necessary to its business. The Contractor also acknowledges that it is responsible for maintaining any and all professional licensing required fulfilling the bid award. The Contractor shall further provide professional services performed in accordance with community and relevant professional standards. The Contractor acknowledges that it does not have any authority to sign contracts, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the State.

The Contractor may provide assistants, employees, and persons required to perform the works who are employees of the Contractor. The Contractor understands and agrees that the Contractor is responsible for providing any required benefits and withholding for the Contractor and the Contractor's employees, including all taxes, workers' compensation, disability, unemployment compensation, any specialized insurance, and any other coverage for liability arising from or occurring during the performance of this bid award. The State shall not be liable for any tax liabilities incurred by the Contractor under this bid award. The Contractor assumes full responsibility for any and all applicable city, state, and/or federal taxes as a result of work and/or payments made under this bid award.