

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 3

TO: LIMITED DISTRIBUTION - DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES

FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - STEEL

This amendment is issued to notify of contract award for add on bid number OT901111.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



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

Affected Contractor(s):

46704
Benjamin Steel Co.
777 Benjamin Drive
Springfield, OH 45502
lpeters@benjaminsteel.com

54251
RCP Metals, Inc.
2898 Nuway Road
Columbus, OH 43207
rpindexter@juno.com

PART B

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICE
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

PRIMARY CONTRACT No.: **OT906510**

STEEL

The Department of Administrative Services hereby gives Notice of its acceptance of your bid submitted in response to Invitation to Bid No. OT901111 that opened on 06/07/10. Your company has been determined to be the lowest responsive and responsible and has been awarded a Contract for the item(s) listed therein. The bid response, to include 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 Supplemental Requirements Contract. As indicated in the Invitation to Bid, any award(s) resulting from this bid will be incorporated into the above referenced Primary Requirements Contract. In the event that any of the terms, conditions or specifications of the Requirements Contract differ, the terms, conditions or specifications of this Supplemental Requirements Contract shall prevail.

This Supplemental Requirements Contract is effective beginning 07/01/10 and will expire on 04/30/13 unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Supplemental Requirements Contract is available to DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

Questions regarding this Supplemental Requirements Contract may be directed to:

Jennifer Dammeyer, CPPB
Jennifer.Dammeyer@das.state.oh.us

The signed Supplemental Requirements Contract and Amendment(s) thereto, are available for review at and/or downloading from the DAS Web site at the following address:



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

Signed: _____
Hugh Quill, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT906510 effective 07/01/10.

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 thirty (30) 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.

OPI - Chillicothe Correctional Institution
15802 St. Rt. 104 N.
Chillicothe, OH 45601
Contact Person: Tony Fultz, Vehicle Modification Center - (740) 775-0001
Delivery: 7:30 a.m. to 10:30 a.m. and 12:00 Noon to 2:30 p.m. - Monday through Thursday

OPI - Marion Correctional Institution
940 Marion Williamsport Rd., E.
Marion, OH 43302
Contact Person: Ron Blevins, Metal furniture Shop - (740) 383-1823
Delivery: 7:30 a.m. to 10:00 a.m. and 12:00 Noon to 2:30 p.m. - Monday through Friday

OPI - Warren Correctional Institution
S.R. 63
Lebanon, OH 45036
Contact Person: Phil Bush, Metal furniture Shop - (513) 932-3388 x2107
Delivery: 7:30 a.m. to 10:00 a.m. and 12:00 p.m. to 2:30 p.m., Monday through Friday

NOTE: All deliveries are to be coordinated with the Institution prior to delivery.

SPECIAL NOTE: OPI reserves the right to add any additional institutional sites for shipment. Primary shipment institutions are listed on page 3, all other institutional locations are listed on page 6.

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

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Samples shall consist of one (1) or more pieces of the materials specified herein and shall be provided at no cost to the State and will not be returned. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS. The location(s) that the sample(s) shall be delivered to will be indicated by the State upon request for said samples.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will base the award upon smallest/lowest quantity indicated "In Shipments of" columns price multiplied by the estimated usage to come up with a total price per line item; however, all quantities shall be bid to be considered for award. Failure to bid all quantities within a line item will deem the response for that item not responsive and no further consideration for award will be given for that item. Although there will be separate line item awards made, bidders are eligible to receive awards of multiple line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the line items.

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

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".

MINIMUM ORDER: The minimum order quantity of any purchase order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be for less than seven-thousand (\$7,000.00) dollars.

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

SHIPMENT: All items shall be shipped in bundles of 2,000 lbs. or less on open side trailers for unloading at ground level with forklift trucks, unless otherwise specified. Each bundle shall have 4" x 4" hardwood between bundles of all flat steel. All items must be tarp covered to protect it from rusting in shipping.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

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.

Bid Automobile Liability Checklist:

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

AFFIRMATIVE ACTION PROGRAM VERIFICATION: The Ohio Revised Code (ORC) requires all contractors from whom the State or any of its political subdivisions make purchases have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. Prior to the award of a contract a prospective vendor must have filed verification with the state of Ohio EOD that the contractor has a written affirmative action program. Verifications may be submitted online at the following URL: <http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> For questions or help with filing a verification contact the Affirmative Action/EEO Unit at (614) 466-8380. Prospective vendors should submit proof with their bid that they have an Affirmative Action Program on file with the state of Ohio DAS/EOD. If said information is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

INSURANCE REQUIREMENTS: Bidders should provide with their bid, documentation of the following insurance coverages required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Instructions to Bidders for Reverse Auction, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Bureau of Workers Compensation Certificate or in the case of non-state of Ohio bidders, proof of workers compensation insurance in your state of domicile.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State laws.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the state of Ohio as an additional insured.

If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid. If a compliant insurance certificate is not provided with the bid submission the bidder will have seven (7) calendar days after request / notification by the Office of Procurement Services to do so. Failure of the bidder to furnish the said information either as part of their bid response or within the time specified herein will deem the bidder not responsive.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION - INSTITUTIONS

Belmont Correctional Institute St. Clairsville, Ohio 43950	Madison Correctional Institution London, Ohio 43140
Chillicothe Correctional Institute Chillicothe, Ohio 45601	North Central Correctional Institution Marion, Ohio 43302
Dayton Correctional Institution Dayton, Ohio 45417	Ross Correctional Institution Chillicothe, Ohio 45601
Lebanon Correctional Institution Lebanon, Ohio 45036	Warren Correctional Institution Lebanon, Ohio 45036
London Correctional Institution London, Ohio 43140	Marion Correctional Institution Marion, Ohio 43302

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

- A. Scope – Ohio Penal Industries (OPI) requires various steel products for use in fabrication processes in its metal manufacturing shops. These products include sheet, strip, flat, plate, angle, channel, beam, tubing, rod, expanded metal and safety grating. These products are delineated into eight (8) categories.
- B. Classification
1. Category I-Steel Sheet. – Awarded Contract number OT906510
 2. Category II-Strip, Flat and Plate – Awarded Contract number OT906510
 - ~~3.~~ Category III-Angle, Channel and Beam – Awarded Contract number OT906510
 4. Category IV-Tubing, Mechanical & Structural Grade
 5. Category V-Tubing, Furniture Grade
 6. Category VI-Miscellaneous – Awarded Contract number OT906510
 7. Category VII-Stainless Steel – Awarded Contract number OT906510
 8. Category VIII – Welding Wire – Awarded Contract number OT906510

II. APPLICABLE PUBLICATIONS

- A. Material shall conform to AISI 1010, AWS A5.18 ER70S-6, ASTM A1011/A1011M-09b, ASTM A-1008/A1008M-09a, ASTM A36/A 36M-08, ASTM A-513-08, ASTM A519-06 and ASTM A-500/A500M-09.

III. REQUIREMENTS

- A. Finish - All steel products listed herein, with the exception of Category V, shall be shipped lightly oiled. Lightly oiled is defined as: When wiped with a clean, white cloth, the oil residue on the cloth shall be barely perceptible. The finish requirements for Category V, Furniture Grade Tubing are outlined in the Category V specifications.
- B. Category IV
1. All mechanical and structural grade tubing will conform to the ASTM standard indicated in the Description - Specification column of the "Item Identification" section.
 2. Standard mill (20'-24') lengths. Maximum allowable random lengths: 5% of order quantity.
- C. Category VI – Miscellaneous
1. All rod shall be H.R. and conform to ASTM A-36.
 2. Expanded metal shall be flattened.

SPECIFICATIONS (cont'd)

IV. PREPARATION AND SHIPMENT

Packaging

1. All steel products listed herein, with the exception of Categories IV and V, Tubing shall be packaged in bundles/pallets not to exceed 2,000 lbs.
2. Items in Categories IV and V shall be packaged in bundles/pallets not to exceed 2,000 lbs.
3. All bundles shall have 4" x 4" hardwood separators placed beneath and between bundles.
4. In addition to the separators, all bundles of sheet steel shall have a minimum of two 4" x 4" hardwood supports banded lengthwise the full length of the sheets.

Shipment

1. All categories of items shall be shipped on open side trailers for ease of unloading with forklift trucks. All items shall be tarp covered to protected from rusting and damage during shipment.

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 the evaluation and any subsequent award.

CATEGORY IV - TUBING, MECHANICAL & STRUCTURAL GRADE

ITEM ID:	CONTRACTOR	OPI ITEM NUMBER	DESCRIPTION - SPECIFICATION	IN SHIPMENTS OF:	UNIT PRICE PER FOOT (ft)
3246	Benjamin Steel	100773	2" x 2" x 1/4", Wall Square Tubing. Hot Rolled, Structural Grade. Shall Conform to ASTM A500 – 24' Lengths	500 ft.	\$3.07
				Price Break Amt: 5,000	\$2.97
3247	Benjamin Steel	110773	2-1/2" x 2-1/2" x 3/16", Wall Square Tubing. Hot Rolled, Structural Grade. Shall Conform to ASTM A500 - 24' Lengths	500 ft.	\$3.18
				Price Break Amt: 5,000	\$3.07
2999	RCP Metals	090773	1-1/2" x 1", 18 gauge (.049 +/- .007) Rectangular Tubing, Cold Rolled, ERW Structural Grade. Shall conform to ASTM A513 - 24' Lengths	2,000 ft.	\$0.89
				Price Break Amt: 5,000	\$0.79
				Price Break Amt: 10,000	\$0.69
7563	Benjamin Steel	120773	2" x 1" 14 Gauge, (.083) Rectangular Tubing. Cold Rolled ERW, Mechanical Grade. Shall Conform to ASTM A513 - 24' Lengths	1,000 ft.	\$0.91
8392	RCP Metals	080773	1" O.D., x 14 gauge (.083), Round Tubing. DOM/ERW Standard Mill Finish Shall Conform to ASTM A513 - 24' Lengths	2,500 ft.	\$0.58
				Price Break Amt: 5,000	\$0.55
17993	Benjamin Steel	150773	2" x 2" x 3/16", Wall Square Tubing. Hot Rolled, Structural Grade. Shall Conform to ASTM A500 – 24' Lengths	1,000 ft	\$2.46
				Price Break Amt: 5,000	\$2.38
17994	Benjamin Steel	270773	3" x 3" x 1/4", Wall Square Tubing, Hot Rolled, Structural Grade. Shall conform to ASTM A500 – 24' Lengths	1,000 ft	\$5.00
				Price Break Amt:5,000	\$4.84

CATEGORY VI – MISCELLANEOUS

ITEM ID:	CONTRACTOR	OPI ITEM NUMBER	DESCRIPTION - SPECIFICATION	IN SHIPMENTS OF:	UNIT PRICE PER FOOT (ft.) / SHEET (sht.)
17995	Benjamin Steel	049882	1 1/2" No. 9, 48" x 96", Expanded Metal, Flattened	25 shts	\$27.10
				Price Break Amt: 75	\$26.20

CONTAINS RECYCLED CONTENT: Y/N _____ IF SO, PERCENT: _____ %

CONTRACTOR INDEX

CONTRACTOR, AND TERMS:

BID CONTRACT NO.: OT906510 (04/30/13)



46704
Benjamin Steel Co.
777 Benjamin Drive
Springfield, OH 45502

CONTRACT: OT906510-1

SHIPMENT: 30 Days A.R.O.

TERMS: ½% 10 Days, Net 30

CONTRACTOR'S CONTACT: Linda Peters,

Telephone: (937) 322-8600
Toll Free: (800) 299-9191
FAX: (937) 324-1250
E-mail: lpeters@benjaminsteel.com

ITEM ID: 4468, Freight charge on items totaling less than smallest quantity.



Encouraging Diversity, Growth & Equity (EDGE)

54251
RCP Metals, Inc.
2898 Nuway Road
Columbus, OH 43207

CONTRACT: OT906510-3

SHIPMENT: 30 Days A.R.O.

TERMS: 2%,10 Days,, Net 30 Days

CONTRACTOR'S CONTACT: Roland Poindexter

Telephone: (614)-497-8390
Fax: (614)-497-8390
E-mail: rpoindexter@juno.com

ITEM ID.: 11452, Freight charge on items totaling less than smallest quantity.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	07/01/10	Add on bid award
2	05/05/10	Correction to in shipments of price breaks on 3 items and change in 2 OAKS item ID's
1	05/01/10	Price correction to Item ID number 9997