

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

REQUIREMENTS CONTRACT: POWDER PAINTS FOR METAL FURNITURE

CONTRACT No.: OT901406

EFFECTIVE DATES: 08/01/05 to 07/31/08
Renewal through 07/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901406 that opened on 06/22/05. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to DEPARTMENT OF REHABILITATION AND CORRECTION, OHIO PENAL INDUSTRIES, LEBANON CORRECTIONAL INSTITUTION, LEBANON, OH; MADISON CORRECTIONAL INSTITUTION, LONDON, OH; MARION CORRECTIONAL INSTITUTION, MARION, OH AND WARREN CORRECTIONAL INSTITUTION, LEBANON, OH, 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:

Jennifer Dammeyer
jennifer.dammeyer@das.state.oh.us

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



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

Signed: _____
Hugh Quill, Director Date _____

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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.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated annual usage of each item by its corresponding unit price and then add these totals together. A quantity of one (1) will be used, for evaluation purposes, whenever an estimated usage of unknown quantity is shown. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. A quantity of one (1) will be used, for evaluation purposes, whenever an estimated usage of unknown quantity is shown. Failure to bid all items may result in the bidder being deemed not responsive.

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 the provisions of Article 6, "Contract Terms and Conditions".

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 10% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 30% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise State Purchasing of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify State Purchasing of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer.

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.

SPECIFICATIONS

I. SCOPE

OPI Penal Industries (OPI) uses powder coatings of various colors on office and institution metal furniture, and their components.

II. APPLICATION REFERENCES: The latest revision of the following shall apply:

- A. ASTM B117 Salt Spray Resistance. After exposure for fifty (50) hours, there must be no loosening of the coating beyond 1/32" from the scribe marks.
- B. ASTM D522 Conical Mandrel Elongation/Flexibility. Using a 1/4" diameter mandrel there must be no cracking of the coating.
- C. ASTM D523 Gloss. Using a Gardner 60 degree gloss meter, gloss must be 40 ± 5 .
- D. ASTM D870 Water Resistance. After immersion for twenty (20) hours, there must be no loosening of the coating beyond 1/32" from the scribe marks.
- E. ASTM D2247 Humidity Resistance. After exposure for seventy-two (72) hours, there must be no loosening of the coating beyond 1/32" from the scribe marks.
- F. ASTM D2794 Impact Resistance. A minimum reverse impact force of 25 inch lbs. is specified.
- G. ASTM D3170 Chip Resistance. No loss of 1/16" x 1/16" coating squares when tested.
- H. ASTM D3363 Pencil Hardness. Epoxy: 2H-6H, Epoxy/Polyester Hybrid: H-3H; TGIC Polyester: H-2H.

III. GENERAL REQUIREMENTS:

- A. Chemical type of the coatings must be epoxy and/or epoxy/polyester Hybrid and TGIC polyester.
- B. Coating must contain no lead or chromate compounds.
- C. Prime pigments and extender pigments are to be at the discretion of the manufacturer.
- D. The cure cycle must be within the following limits:
 - 1. 10 to 15 minutes
 - 2. 350 to 400 degrees Fahrenheit metal temperature.
 - 3. The coating must be tested for complete cure with 25 double rubs of M.E.K. without exposing bare metal.
- E. The coating particle size is to be that which will provide for the most efficient electrostatic application.
- F. Shelf life of the coating must be a minimum of 6 months at 75 degrees Fahrenheit or less.
- G. Specific gravity is to range from 1.2 to 1.8.
- H. Gloss must be 40 ± 5 as measured on a Gardner 60 degrees gloss meter.
- I. The cured coatings are to provide good to excellent resistant to most acids alkalis, oils, and solvents at ambient temperature.
- J. Dry coating must be free of pits, pinholes, fish-eyes, and other blemishes and imperfections.
- K. Minimum thickness of the cured coating must be 1.2 mils.
- L. Minimum cured coating hardness for epoxy must be 2H. Minimum cured coating hardness for epoxy/polyester hybrid must be H.

SPECIFICATIONS (Cont'd.)

IV. POWDER COATING COLORS:

- A. All OPI designated coating finishes are to match in color, texture and gloss with the finishes currently being produced by OPI. OPI designated matching colors Putty, Dark Gray, Blond Tan and BWC Tan.
- B. Standard vendor colors are acceptable for Yellow, Orange and Black.
- C. Specific OPI shades of each required matching color may be obtained by requesting dry samples from Alan Childress, CPPB, CPPO at (614) 752-0261 or alan.childress@odrc.state.oh.us.
- D. The contractor shall make available all standard colors and shades they produce.

V. ADDITIONAL REQUIREMENTS:

Powder described herein will be used to coat metal furniture products manufactured by Ohio Penal Industries at Lebanon, Madison, Marion and Warren Correctional Institutions.

Technical services and training assistance must be available to maintain continuous standardization colors, application efficiencies and consistencies compatible with existing production capabilities of OPI personnel (civilian and inmate) and equipment.

A. TECHNICAL SERVICES:

- 1. Contractor will be contacted by the consignee facility pertaining to any problem related to the paint and its application.
- 2. Within twenty-four (24) hours after the receipt of any such notification the contractor will provide such assistance to the requesting agency free of charge.

B. TRAINING:

- 1. Contractor will be required to provide training at the consignee's facility to its personnel approximately six (6) days a year during the contractual period.
- 2. Time and date of training will be scheduled by the using agency who in turn will inform contractor by providing at least one week advance notification.

VI. PACKAGING:

- A. All coating will be packaged in 50 or 55 lbs. industry standard cartons.
- B. Cartons must not exceed 55 lbs.
- C. Coating must be protected against increased humidity.

PRICING SCHEDULE

ITEM NO.	OPI ITEM NUMBER	DESCRIPTION - POWDER COATING COLORS: INTERIOR EPOXY OR EPOXY/POLYESTER HYBRID	CONTAINER SIZE	PRICE PER LB.
7393	041183	OPI PUTTY	55 lbs	\$ 2.37
6660	061183	OPI DARK GRAY	55 lbs	\$ 2.37
6659	031183	OPI BLOND TAN	55 lbs	\$ 2.37
1883	081183	OPI BWC TAN	55 lbs	\$ 2.37
6658	021183	VENDOR BLACK	55 lbs	\$ 2.37

ITEM NO.	OPI ITEM NUMBER	DESCRIPTION - POWDER COATING COLORS: EXTERIOR TGIC POLYESTER	CONTAINER SIZE	PRICE PER LB.
2075	010792	VENDOR YELLOW	55 lbs	\$ 4.65
1884	020792	VENDOR ORANGE	55 lbs	\$ 4.50
1882	030792	VENDOR BLACK	55 lbs	\$ 3.75

TRAINING: See Specifications, V. Additional Requirements, B. Training, on page 6. This cost will not be part of the evaluation but will become part of this contract.

State your charges per hour for providing the required training: \$ 90.00

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

*denotes removal of Becker Powder Coatings, Inc.

CONTRACTOR AND TERMS:

61578
Sherwin-Williams Company
101 Prospect Ave.
Cleveland, OH 44115

CONTRACTOR'S CONTACT: Stephen Robbins,

REMIT TO:

Sherwin-Williams Company
Remittance
3875 Brookham Drive
Grove City, OH 43123

BID CONTRACT NO.: OT901406 (07/31/10)**

CONTRACT: OT901406-2

DELIVERY: Shipped 30 Days A.R.O.

TERMS: Net 30 Days

Telephone: (614) 539-8456

FAX: (614) 539-8457

E-mail: Steve.Robbins@sherwin.com

E-mail: scott.f.crosley@sherwin.com

Telephone: (614) 539-8456

FAX: (614) 539-8457

E-mail: David.j.conley@sherwin.com

*Denotes removal of Becker Powder Coatings, Inc. with amendment 1, effective June 23, 2008.

**Denotes contract renewal through July 31, 2010 with amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	03/29/10	Notice of non-renewal
2	08/01/08	Contract Renewal
1	06/23/08	Contract assignment Becker Powder Coatings to Sherwin-Williams Company
	9/19/07	Addition of OAKS vendor number.
	9/19/07	Deletion of NIGP codes and addition of OAKS item number.