

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

REQUIREMENTS CONTRACT: SHEET ALUMINUM FOR SIGNS

CONTRACT No.: OT904108

EFFECTIVE DATES: 12/01/07 to 11/30/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT904108 that opened on 09/21/07. 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 CORRECTIONS, OHIO PENAL INDUSTRIES, DAYTON CORRECTIONAL INSTITUTION, OPI SIGN SHOP, 4104 GERMANTOWN STREET, DAYTON, OH 45417, 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>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date _____

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-5
Delivery and Acceptance	3
Minimum Order	3
Descriptive Literature	3
Product Samples	4
Evaluation	4
Contract Award	4
Fixed-Price with Economic Adjustment	4
Minority Set Aside	4
Usage Reports	4
Bid Automobile Liability Checklist	5
Disclosure of Subcontractors / Joint Ventures	5
Ohio Department of Rehabilitation and Correction Institutions	6
Specifications	7-8
Attachment 1	10

CONTRACT ITEMS

Price Schedule	9
Contractor Index	9

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 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.

The delivery location is:

OPI Sign Shop,
Dayton Correctional Institution,
4104 Germantown Road, Dayton, OH 45417.
Contact Name and Number: Mohamad Iqbal 937-263-0060 ext. 2104
Deliveries shall be accepted from 9:00 a.m. – 2:00 p.m., Monday through Thursday, excluding state observed holidays.

No deliveries will be accepted during adverse weather conditions due to security factors.
Please phone the contact person prior to delivery for authorization.

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 that a problem cannot be resolved with the institution shop manager, contact Alan Childress at OPI-Central Office, 868 Freeway Drive North, Building 7, Columbus, OH 43229 at (614) 752-0261.

NOTE: All deliveries to be coordinated with the Institution.

If there are problems concerning delivery, contact OPI at (800)237-3454.

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

MINIMUM ORDER: No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any 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 less than seventy-five hundred (7,500) lbs.

ON ORDERS TOTALING LESS THAN SEVENTY-FIVE HUNDRED (7,500) LBS.: See S-10, Minimum Orders – Transportation Charges; of the Supplemental Contract Terms and Conditions.

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 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 (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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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: Estimated annual usages to be used in the evaluation are noted on page nine (9) of the bid. The 15,000 shipment quantities pricing will be used for the evaluation, and multiplied by the Estimated Annual Usages, then be added together for a lot total.

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. 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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

MINORITY SET ASIDE: It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

USAGE REPORTS: Every three (3) 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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.

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.

N/A	_____
_____	_____
_____	_____

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.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION - INSTITUTIONS

Allen Correctional Institution Lima, Ohio 45802	Noble Correctional Institution Caldwell, Ohio 43724
Belmont Correctional Institute St. Clairsville, Ohio 43950	North Central Correctional Institution Marion, Ohio 43302
Chillicothe Correctional Institute Chillicothe, Ohio 45601	North Coast Correctional Treatment Facility Grafton, Ohio 44044
Corrections Medical Center Columbus, Ohio 43223	Northeast Pre-Release Center Cleveland, Ohio 44115
Correctional Reception Center Orient, Ohio 43146	Oakwood Correctional Facility Lima, Ohio 45801
Dayton Correctional Institution Dayton, Ohio 45417	Ohio Reformatory for Women Marysville, Ohio 43040
Franklin Pre-Release Center Columbus, Ohio 43223	Ohio State Penitentiary Youngstown, Ohio 44505
Grafton Correctional Institution Grafton, Ohio 44044	Pickaway Correctional Institution Orient, Ohio 43146
Hocking Correctional Facility Nelsonville, Ohio 45764	Richland Correctional Institution Mansfield, Ohio 44901
Lake Erie Correctional Institution Conneaut, Ohio 44030	Ross Correctional Institution Chillicothe, Ohio 45601
Lebanon Correctional Institution Lebanon, Ohio 45036	Southeastern Correctional Institution Lancaster, Ohio 43130
London Correctional Institution London, Ohio 43140	Southern Ohio Correctional Facility Lucasville, Ohio 45699
Lorain Correctional Institution Grafton, Ohio 44044	Toledo Correctional Institution Toledo, Ohio
Madison Correctional Institution London, Ohio 43140	Trumbull Correctional Institution Leavittsburg, Ohio 44430
Mansfield Correctional Institution Mansfield, Ohio 44901	Warren Correctional Institution Lebanon, Ohio 45036
Montgomery Education & Pre-Release Ctr. Dayton, Ohio 45418	Marion Correctional Institution Marion, Ohio 43302

SPECIFICATIONS

I. SCOPE AND CLASSIFICATIONS:

A. SCOPE:

1. These specifications define the state's requirements for aluminum sheets for use in the OPI Sign Shop.
2. The aluminum sheets will be used in the manufacture of signs of various types and sizes.

B. CLASSIFICATION:

1. .080 x 48" x 96" aluminum
2. .050 x 48" x 96" aluminum

II. APPLICABLE DOCUMENTS:

- A. ASTM B209
- B. Uniform Standard for Wood Pallets
- C. ISPM-15

III. REQUIREMENTS:

A. Sheet Dimensions:

1. Gage:
 - a. .080
 - b. .050

B. Width and Length:

1. 48" x 96"

SPECIFICATIONS (Cont'd.)

C. Alloy and Temper

1. Alloy: 5052 (Aluminum/Magnesium Alloy)
2. Temper: H-38, (Strain Hardened & Stabilized, Full Hard)
3. Temper: H-32, (Strain Hardened & Stabilized, 1/4 Hard)

D. Sheet Quality:

1. Sheets must be true 48" x 96" mill finish commercially free of coil breaks, stains, scratches, abrasions, dents, line markings, i.e. ink printings and other imperfections and/or contaminates.
2. Sheets must be very lightly oiled. Oil must be nearly imperceptible when hand wiped.
3. Sheets must be tension leveled for maximum elimination of coil set and to ensure they remain commercially flat.
4. Sheets may be subject to inspection at the producing mill.

E. Packing and Shipping:

1. Sheets must be delivered on a flatbed truck for side unloading.
2. Sheets must be properly protected from the elements and on edge protected skids.
3. Pallet loads must not exceed 2,000 lbs and shall be a min. of a two-way entry pallet.
4. Pallets must be heavy duty to withstand the weight of the shipment and not break under the weight or with normal loading, unloading and moving of the loaded pallets. Pallets shall conform to all industry standards including by not limited: Uniform Standard for Wood Pallets and ISPM-15. See attachment 1 sketch of a pallet for reference only.
5. Shipments of \pm 10% will be permitted on all orders.

IV. NONCOMPLIANCE:

- A. Noncompliance with any of the aforementioned specifications will result in the sheets being refused and returned at the contractor's expense.
- B. Sheets that are refused for noncompliance of the specifications will be replaced with acceptable sheets within fifteen (15) calendar days.

V. WARRANTY:

- A. The contractor must warrant that this product is to be free from material and workmanship defects at the time the shipment is made from the factory and that this product will provide the measures of service expected.

PRICE SCHEDULE

ITEM ID NO.	ESTIMATE D ANNUAL USAGES	DESCRIPTION	SHIPMENT QUANTITIES	NET PRICE PER LB.
11836	30,000 lbs	Aluminum Sheets, .080 x 48" x 96" Alloy: 5052 Temper, H-38	7,500 lbs.	\$1.90
11837		Aluminum Sheets, .080 x 48" x 96" Alloy: 5052 Temper, H-38	15,000 lbs.*	*\$1.90
11838	12,000 lbs	Aluminum Sheets, .050 x 48" x 96" Alloy: 5052 Temper, H-32	7,500 lbs.	\$1.90
11839		Aluminum Sheets, .050 x 48" x 96" Alloy: 5052 Temper, H-32	15,000 lbs.*	*\$1.90

* Pricing that will be used for the evaluation, multiplied by the Estimated Annual Usages.

**CONTAINS RECYCLED CONTENT: Y/N Yes IF SO, PERCENT: 80%

**Not included in the evaluation.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND DELIVERY:

BID/CONTRACT NO.: OT904108 (11/30/10)



Minority Business Enterprise

*

133228
EMM/Black's Distributor
P.O. Box 17098
Dayton, OH 45417

CONTRACT: OT904108-3
TERMS: Net 30 Days
DELIVERY: 30 Days ARO

CONTRACTOR'S CONTACT: Mr. Jerome Daniel

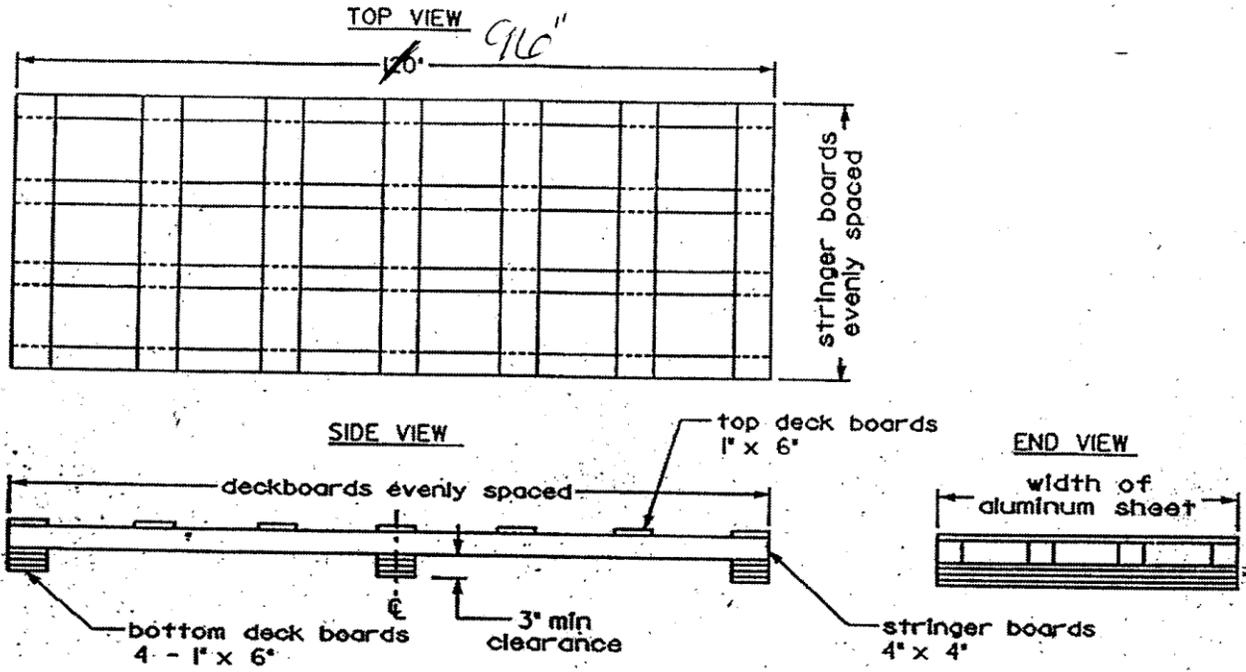
Telephone: (937) 262-9392
Toll Free: (800) 642-5134
Fax: (937) 263-7613
Email: jdanielemm@sbc.global.net

Preferred method of receiving purchase orders: Fax: (937) 263-7613

*Amendment 2 to remove the EDGE language.

ATTACHMENT 1

Example of delivery pallet for 48" x 96" sheeting; for reference only.



SHEET SIZE (inch)	STRINGER BOARDS		TOP DECK BOARDS		BOTTOM DECK BOARDS	
	NUMBER REQUIRED	SIZE (inch*)	NUMBER REQUIRED	SIZE (inch*)	NUMBER REQUIRED	SIZE (inch*)
48 x 120 96"	4	4 x 4	7	1 x 6	3 stacks of 4 boards each	1 x 6

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
3	05/25/10	Notice of non-renewal
2	03/04/10	Removal of EDGE language from Contractor Index
1	12/1/07	Correct OAKS vendor ID number and OAKS contract number.