

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

MANDATORY USE CONTRACT FOR: ASBESTOS SUPPLIES

CONTRACT No.: OT907015

EFFECTIVE DATES: 05/01/2015 to 04/30/2020

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907015 that opened on 04/22/15. 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 (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to Ohio Department of Rehabilitation and Correction , 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:

Peggy J. Canada, CPPB
peggy.canada@das.state.oh.us

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

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Robert Blair, Director Date

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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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This solicitation is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the solicitation opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://eodreporting.oit.ohio.gov/searchMBE.aspx>

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.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

DESCRIPTIVE LITERATURE: Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, to include price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the Contractor must submit the new price list to any participating agency within ten (10) calendar days. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default. 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.

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

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will: determine the annual Lot Total for the contract year by multiplying Bid Price Per Each by Annual Estimated Usage and adding the totals for the Lot Total. The contract will be awarded to the lowest total low lot, responsive and responsible bidder. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) 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.

A price increase may not be submitted more than one (1) time every six (6) months. 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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".

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: Procurement Services

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this Bid will be shipped F.O.B. destination, freight prepaid. Shipment will be made as indicated on the purchase order.

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 one hundred (\$ 100.00) dollars.

ON ORDERS TOTALING LESS THAN ONE HUNDRED (\$100.00) DOLLARS: 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.

DELIVERY: All merchandise shall be shipped within ten (10) days after receipt of order. Deliveries shall accommodate an average storeroom door.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

This Bid is established for the procurement of asbestos products for use in institutional facilities throughout the state of Ohio. The awarded Contractor will make deliveries directly to the warehouse at 2290 State Route 56, London, Ohio 43140. However there will be jobs throughout the state and delivery request will be made directly to the job sites as needed. The contacts for deliveries will be Lori Wallace-Roberts, Industry Manager, (614) 537-6664 or Jeff Wilkins, Superintendent, (614) 778-4008.

II. APPLICABLE DOCUMENTS

- A. ASTM D 882-A Test Method for Tensile Properties of thin plastic sheeting.
- B. ASTM D1709 Test method for impact resistance of plastic film by the free-falling dart method.
- C. ASTM E96-E Test method for water vapor transmission of materials.
- D. OSHA Standard 1926.1101 Asbestos Standard for Construction.
- E. U.S. EPA regulation for labeling requirement.
- F. All other federal, state, and local laws.

III. REQUIREMENTS

A. General

All products shall be commercial products for industrial use and shall have been in use in the market for a minimum of twelve (12) months.

Material Safety Data Sheets shall be consistent with Occupational Health and Safety Administration (OSHA) regulations, with all relevant items expressed in a clear and concise manner.

B. Item Description

1. Clear Poly Sheeting

- a. 6 MIL
- b. 20x100 foot rolls
- c. Tensile Strength - American Society for Testing and Materials (ASTM) D 882-A
 - i. psi, lengthwise = 1700
 - ii. psi, crosswise = 1200
- d. Elongation ASTM D 882-A
 - i. % lengthwise = 225
 - ii. % crosswise = 350
- e. Impact Resistance ASTM D 1709
- f. Grams by dart drop = 260
- g. Water Vapor Transmission ASTM E 96-E
- h. Permeance, perms = 0.13
- i. Wvtr, grams/100 square inches = 0.23
- j. Density, gr/cc = 0.92

SPECIFICATIONS

2. Black Asbestos Bags
 - a. 6 MIL
 - b. Black with white lettering
 - c. 30" x 40"
 - d. 100/bags per roll
 - e. Printed with Asbestos Warning that says, "Danger/Contains Asbestos Fibers/Avoid Creating Dust/Cancer and Lung Disease Hazard." The printing will meet OSHA Standard 1910.1101
3. Polyspun Coveralls
 - a. Polypropylene coverall
 - b. Zippered front
 - c. Attached elastic hood and boots
 - d. Size 3XL
 - e. 25 coveralls per box
 - f. Shall be compliant with OSHA standard 1926.1101
4. Sentinel 145C Lo Odor Mastic Remover
 - a. 5-gallon pail
 - b. Appearance = Clear
 - c. Approximate Boiling Point = 400-450 degrees Fahrenheit
 - d. Flashpoint = 145 degrees Fahrenheit (minimum)
5. Clear Bags
 - a. 33"x50"
 - b. No Print
 - c. 100 Bags per Roll
6. Horizontal Glove Bags
 - a. Grayling Brand or Equal
 - b. 44"x60" for up to 8" diameter pipe
 - c. Seamless @ bottom
 - d. Maximum of 60" wide
 - e. 25 glove bags per box
 - f. Meets OSHA Standard 1926.1101
7. Spray Adhesive
 - a. 10 oz. cans
 - b. 12 cans per carton
 - c. Waterproof
 - d. Transparent
 - e. Non-staining
 - f. Must no contain chlorinated solvents
 - g. Product must comply with California Air Resources Broad Standard for web spray aerosol adhesives at less than 55 % Volatile Organic Compound (VOC).
8. Duct Tape
 - a. Nashua (tape brand name) 2280 or Equal
 - b. 24 rolls per case
 - c. 2" wide

SPECIFICATIONS

9. 2-Sided Tape
 - a. Nashua 105C or Equal
 - b. 24 rolls per case
 - c. Length 36 Yards
 - d. Thickness 11 Mil
 - e. Adhesion 47 Ounces per inch
 - f. Performance Temperature 200 Degrees Fahrenheit
 - g. Tensile Strength 24 Lbs./Inch
 - h. Double Faced Cloth Tape

 10. Rice Bags

27"x40" Woven Polypropylene Bag

 11. Absorbent Foam Dressing (AFD) Pad Filters 24"x24"

50 per carton

 12. AFD Ring Filters 24"x 24"
 - a. 2-Ply Poly Ring panel Filter
 - b. Filter Efficiency 25%
 - c. Actual Height 24"
 - d. Actual Width 24"
 - e. Nominal Thickness 1"
 - f. Self Gasketing Filter
 - g. Initial Resistance 0.28 in WC
 - h. Final Resistance 1 in. WC
 - i. Max Temp 150 Degrees Fahrenheit
 - j. 24 Filters Per Case.

 13. Pulse-code modulation (PCM) 0.8 Filter Air Monitoring Cassette - Must meet all applicable National Institute for Occupational Safety and health (NOISH), Occupational Health and Safety Administration (OSHA) and Environmental Protections Agency (EPA) standards; cassette housing manufactured from polypropylene; 25mm;3 pc conductive cowl; 0.8 pm Mixed Cellulose Ester (MCE) filters; 50/Box.
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PRICE SCHEDULE

ITEM ID	DESCRIPTION	EST. ANNUAL USAGE	PRICE EACH
27395	Clear Poly Sheeting	500 ROLLS (20x100 ft. per roll)	\$ 60.73 Per Roll
27396	Black Asbestos Bags	1000 ROLLS (100 bags per roll)	\$ 37.45 Per Roll
27397	Polyspun Coveralls	750 BOXES (25 per box)	\$ 16.22 Per Box
27398	Sentinel 145C Lo Odor Mastic Remover	200 CANS (5 Gals. per pail)	\$ 63.86 Per Can
27399	Clear Bags	100 ROLLS (100 bags per roll)	\$ 53.82 Per Roll
27400	Horizontal Glovebags	300 CARTONS (25 glovebags per carton)	\$ 108.66 Per Crtn
27401	Spray Adhesive	300 CARTONS (12 cans per Carton)	\$ 28.40 Per Crtn
27402	Duct Tape	200 CASES (24 rolls per case)	\$ 70.04 Per Cse
27403	2-Sided Tape	100 CASES (24 rolls per case)	\$ 163.71 Per Cse
27404	Rice Bags	6 BUNDLES OF 1000	\$ 262.50 Per Bundle
27405	AFD Pad Filters 24 x 24	25 CARTONS (50 per carton)	\$ 31.50 Per Crtn
27406	AFD Ring Filters 24 x 24	50 CARTONS (24 filters per carton)	\$ 53.55 Per Crtn
27407	PCM 0.8 Filter Air Monitoring Cassette	30 CASES (50 boxes per Case)	\$ 26.25 Per Crtn

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT907015-1

MBE CONTRACTOR



OAKS ID. NO.: 215688
Zaymat Distributors
P.O. Box 638716
Cincinnati, Ohio 45263-8716

TERMS: Net 30 Days

DELIVERY: as specified

CONTRACTOR'S CONTACT: David Elbert

Toll Free: (877) 526-7761
Telephone: (216) 402-0818
FAX: (440) 605-9266

E-mail: david.elbert@zaymat.com