



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

OPTIONAL USE CONTRACT FOR: Lumber and Related Products

CONTRACT No.: RS900416

EFFECTIVE DATES: 08/10/15 to 07/31/18

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900416 that opened on 07/01/15. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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.

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.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within ten (10) 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.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will calculate a line item cost for each item by multiplying the unit cost for each item by the estimated quantity for that item. The lot total will be the sum of the line item costs and the total shipping cost for the sample shipments.

**MULTIPLE AWARD CONTRACT:** This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts.

**CONTRACT AWARD:** The contract will be awarded to up to three (3) lowest responsive and responsible bidders by low lot total. Failure to bid all items may result in the bidder being deemed non responsive.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract price(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.

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".

**MBE SET-ASIDE CONTRACT:** 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. Only Ohio based certified MBE vendors may submit Bids for evaluation. Bidders must be an Ohio certified MBE as of the solicitation due/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://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

**COOPERATIVE PURCHASING CONTRACT (CO-OP):** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is

**SPECIAL CONTRACT TERMS AND CONDITIONS** (continued)

not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**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 is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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 one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

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

**CONTRACTOR REVENUE SHARE:** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

**SPECIAL CONTRACT TERMS AND CONDITIONS** (continued)

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

## **SPECIFICATIONS**

### I. **SCOPE:**

The State of Ohio is requesting Bids from registered Ohio Minority Business Enterprise (MBE) vendors for agency procurement of lumber and related products. The State expects to award this Contract to multiple (up to three) MBE vendors.

### II. **PRODUCTS:**

The minimum list of products and specifications available under this Contract is provided on the Bid Price Page. Bidders must provide pricing for all items requested to be considered for award.

### III. **BID PRICING:**

All Bid pricing provided on the Bid Price Pages is for agency pick-up from a Contractor defined location. Bid prices are not to include any delivery charges.

### IV. **DELIVERY:**

Bidders must provide the option for delivery of all available products. The agency will have the option to pick-up the products from a Contractor defined location at no cost or have the order shipped directly to the agency. Bidders must submit with their Bid a very detailed delivery cost model. The delivery cost model must be clearly defined using specific order characteristics such as: % of total order cost, flat fee, mileage, size, weight, combination of characteristics etc. The delivery charge must be calculated using this model and available to the agency prior to the order being placed.

### V. **ADDITIONAL PRODUCTS:**

Bidders may submit with their Bids a list of additional closely related products, specifications and pricing. The State will have the option to include any of these products as part of the Contract. Any additional products provided must be very closely related to the minimum list of products provided in this Bid. This additional list will not be part of the evaluation. Additional products will not be added after award.

**PRICE SCHEDULE**

This pricing is for pick-up from Contractor defined location(s) and must not include any delivery charges. See the following pages for Contractor specified pick-up locations and delivery charges.

<b>Item and Specification</b>	<b>Unit</b>	<b>McDaniel's Construction</b>	<b>Contractor Connection</b>	<b>Zaymat Distributers</b>
<b>Dimensional Lumber</b>				
2 x 4 - Precut Stud	EA	\$3.49	\$3.03	\$2.62
2 x 4 x 8 - #2 Grade or Better	EA	\$3.54	\$3.41	\$2.64
2 x 4 x 10 - #2 Grade or better	EA	\$4.32	\$4.11	\$3.38
2 x 4 x 12 - #2 Grade or better	EA	\$4.24	\$5.02	\$4.06
2 x 6 x 8 - #2 Grade or better	EA	\$4.10	\$4.58	\$4.15
2 x 6 x 10 - #2 Grade or better	EA	\$5.67	\$6.30	\$5.19
2 x 6 x 12 - #2 Grade or better	EA	\$7.06	\$7.63	\$6.22
2 x 6 x 16 - #2 Grade or better	EA	\$9.98	\$10.30	\$8.29
2 x 8 x 10 - #2 Grade or better	EA	\$7.94	\$8.47	\$6.68
2 x 8 x 12 - #2 Grade or better	EA	\$9.78	\$10.12	\$8.01
2 x 8 x 16 - #2 Grade or better	EA	\$13.00	\$13.43	\$10.95
2 x 10 x 8 - #2 Grade or better	EA	\$7.87	\$7.80	\$7.11
2 x 10 x 10 - #2 Grade or better	EA	\$11.23	\$11.40	\$9.28
2 x 10 x 12 - #2 Grade or better	EA	\$13.95	\$15.10	\$11.38
2 x 12 x 10 - #2 Grade or better	EA	\$12.45	\$16.24	\$14.49
2 x 12 x 12 - #2 Grade or better	EA	\$18.09	\$18.00	\$19.35
1 x 4 x 8 - #1 Grade	EA	\$8.17	\$6.30	\$10.81
1 x 4 x 8 - #2 Grade	EA	\$3.40	\$3.51	\$2.68
1 x 6 x 8 - #1 Grade	EA	\$12.64	\$12.63	\$17.64
1 x 6 x 8 - #2 Grade	EA	\$4.32	\$4.79	\$4.61
1 x 8 x 8 - #1 Grade	EA	\$17.23	\$16.84	\$22.37
1 x 8 x 8 - #2 Grade	EA	\$5.63	\$6.63	\$5.78
1 x 10 x 8 - #1 Grade	EA	\$22.93	\$19.67	\$25.21
1 x 10 x 8 - #2 Grade	EA	\$6.20	\$8.67	\$7.13
1 x 12 x 8 - #1 Grade	EA	\$29.53	\$27.13	\$32.76
1 x 12 x 8 - #2 Grade	EA	\$10.01	\$10.76	\$9.75
<b>Plywood, MDF, Hardboard and Fiberboard – 4' x 8' sheets</b>				
4 x 8 x 1/4 - Type AC	EA	\$4.16	\$25.34	\$28.17
4 x 8 x 1/2 - Type AC	EA	\$37.14	\$34.87	\$33.11
4 x 8 x 3/4 - Type AC	EA	\$44.76	\$42.46	\$42.79
4 x 8 x 1/4 - Type BC	EA	\$12.94	\$24.82	\$14.15
4 x 8 x 1/2 - Type BC	EA	\$30.12	\$31.19	\$33.40
4 x 8 x 3/4 - Type BC	EA	\$39.01	\$41.92	\$38.07
4 x 8 x 1/2 - Plywood Type MDF	EA	\$34.27	\$26.76	\$24.41
4 x 8 x 3/4 - Plywood Type MDF	EA	\$38.17	\$31.96	\$28.94
4 x 8 x 1/8 - Tempered Hardboard/Masonite	EA	\$9.39	\$11.29	\$12.52
4 x 8 x 1/4 - Tempered Hardboard/Masonite	EA	\$18.33	\$16.16	\$16.77
4 x 8 x 3/4 - MDF Fiberboard	EA	\$38.17	\$31.96	\$40.13
4 x 8 x 1/4 - Oak Veneer	EA	\$41.16	\$25.17	\$45.48
4 x 8 x 1/2 - Oak Veneer	EA	\$54.70	\$64.19	\$56.81
4 x 8 x 3/4 - Oak Veneer	EA	\$73.06	\$52.80	\$85.53
4 x 8 x 1/4 - Birch Veneer	EA	\$38.03	\$24.90	\$45.77
4 x 8 x 1/2 - Birch Veneer	EA	\$79.04	\$34.73	\$68.66
4 x 8 x 3/4 - Birch Veneer	EA	\$53.70	\$77.28	\$83.29

**PRICE SCHEDULE** (continued)

This pricing is for pick-up from Contractor defined location(s) and must not include any delivery charges. See the following pages for Contractor specified pick-up locations and delivery charges.

<b>Item and Specification</b>	<b>Unit</b>	<b>McDaniel's Construction</b>	<b>Contractor Connection</b>	<b>Zaymat Distributers</b>
<b>Pressure Treated Dimensional Lumber</b>				
2 x 4 x 10 - Pressure Treated	EA	\$4.99	\$6.09	\$5.41
2 x 6 x 8 - Pressure Treated	EA	\$5.04	\$7.51	\$5.65
2 x 8 x 10 - Pressure Treated	EA	\$9.61	\$10.45	\$8.72
2 x 12 x 10 - Pressure Treated	EA	\$15.94	\$19.13	\$15.67
4 x 4 x 8 - Pressure Treated	EA	\$10.37	\$9.15	\$10.11
<b>Lexan and Plexiglass – 4' x 8' sheets</b>				
Lexan, 4 x 8 x 1/16	EA	\$54.76	\$58.80	\$85.31
Lexan, 4 x 8 x 1/8	EA	\$102.41	\$96.13	\$61.03
Lexan, 4 x 8 x 1/4	EA	\$168.15	\$171.07	\$170.64
Plexiglass, 4 x 8 x 1/2	EA	\$156.50	\$192.56	\$105.03
Plexiglass, 4 x 8 x 1/4	EA	\$314.64	\$287.57	\$268.80

**DELIVERY PRICE SCHEDULE**

**Zaymat Distributers**

**Agency Pick-Up Locations:**

List of all possible agency pick-up locations available to avoid delivery charges.

**These are all 84 Lumber locations**

Name	Address	City	State	Zip	Phone
Pataskala	11745 E. Broad Street	Pataskala	OH	43062	740-927-5025
Brookfield	5843 Warren Sharon Rd	Brookfield	OH	44403	330-448-6884
N Eaton	34457 E. Royalton Rd	Columbia Station	OH	44028	440-748-2104
Macedonia	250 Highland Rd East	Macedonia	OH	44056	330-908-0481
Maumee	732 Illinois Avenue	Maumee	OH	43537	419-893-8400
Springdale	12139 Princeton Pike	Springdale	OH	45246	513-671-1084
Columbus	569 Rome Hilliard Rd	Columbus	OH	43228	614-878-5393
Empire	127 Stewart Street	Empire	OH	43926	740-537-2455
Painesville	8129 Crile Rd	Painesville	OH	44077	440-352-8919
Dayton	6200 Poe Ave	Dayton	OH	45414	937-898-1084
Cleves	10084 Cilley Rd	Cleves	OH	45002	513-353-2172
Cambridge	2251 Southgate Parkway	Cambridge	OH	43725	740-439-5574
Bridgeport	350 Hall Street	Bridgeport	OH	43912	740-633-2282
Delaware	2045 US 23 North	Delaware	OH	43015	740-369-8484
Troy	845 Arthur Drive	Troy	OH	45373	973-339-8430
Jackson	2200 Acy Avenue	Jackson	OH	45640	740-286-8410
Lancaster	2730 N. Columbus St.	Lancaster	OH	43130	740-653-8482
Portsmouth	56 Plaza Drive	Portsmouth	OH	45662	740-354-3384

Delivery Cost based on distance from closest pick-up location and type of vehicle used to perform the delivery.

Type of Truck	24' Tandem Dump	24' Tandem Pig	BLS Tractor Trailer Pig	BLS Tractor with 84 Lumber Trailer	BLS Tractor / Pig with 84 Lumber Trailer
Mileage Radius					
0-5 miles	\$70.50	\$87.50	\$108.50	\$96.50	\$105.50
6-10 miles	\$77.50	\$100.50	\$124.50	\$108.50	\$121.50
11-15 miles	\$87.50	\$111.50	\$138.50	\$123.50	\$135.50
16-20 miles	\$101.50	\$123.50	\$153.50	\$138.50	\$150.50
21-25 miles	\$112.50	\$134.50	\$167.50	\$151.50	\$164.50
26-30 miles	\$124.50	\$147.50	\$183.50	\$165.50	\$180.50
31-35 miles	\$135.50	\$159.50	\$198.50	\$179.50	\$195.50
36-40 miles	\$147.50	\$171.50	\$213.50	\$197.50	\$210.00
41-45 miles	\$159.50	\$183.50	\$228.50	\$211.50	\$225.50
46-50 miles	\$171.50	\$193.50	\$240.50	\$223.50	\$237.50
50+ miles	\$171.50 + 2.50 per mile above 50 miles	\$193.50 + \$2.50 per mile above 50 miles	\$240.50 + \$3.10 per mile above 50 miles	\$223.50 + \$2.85 per mile above 50 miles	\$237.50 + \$2.90 per mile above 50 miles

**DELIVERY PRICE SCHEDULE** (continued)

**Contractor Connection**

**Agency Pick-Up Locations:**

List of all possible agency pick-up locations available to avoid delivery charges.

Name	Address	City	State	Zip	Phone
Contractor Connection	400 Schroyer Ave. SW, Gate 7	Canton	OH	44702	330-479-9894
Contractor Connection	4918 Kidron Rd,	Kidron	OH	44636	330-479-9894

Delivery cost based on distance from Canton pick-up location.

Free delivery within 75 miles of the Canton pick-up location.

\$50.00 delivery charge if over 75 miles from the Canton pick-up location.

**McDaniel's Construction**

**Agency Pick-Up Locations:**

List of all possible agency pick-up locations available to avoid delivery charges.

Name	Address	City	State	Zip	Phone
Jones Lumber and Millwork	57 N. Sylvan Ave.	Columbus	OH	43204	614-274-1109

Delivery cost based on distance from Columbus pick-up location.

\$3.20 per mile from the Columbus pick-up location.

**CONTRACTOR INDEX**

**CONTRACTOR, TERMS, AND SHIPMENT:**



0000050886

**MBE CONTRACTOR**

McDaniel's Construction  
1069 Woodland Ave.  
Columbus, OH 43219

**CONTRACTOR'S CONTACT:** Ken Jones

Preferred Order method: FAX

**BID CONTRACT NO.:** RS900416-1

**TERMS:** Net 30 Days

**DELIVERY:** As Specified

Telephone: (614) 252-5852

FAX: (614) 258-3097

E-mail address:  
dmoncrief@mcdanielsconstruction.com



0000215688

**MBE CONTRACTOR**

Zaymat Distributers  
25906 Emery Rd.  
Cleveland, OH 44128

**CONTRACTOR'S CONTACT:** David Elbert

Preferred Order method: E-mail

**BID CONTRACT NO.:** RS900416-2

**TERMS:** Net 30 Days

**DELIVERY:** As Specified

Telephone: (216) 402-0818

FAX: (440) 605-9266

E-mail address: david.elbert@zaymat.com



0000210619

**MBE CONTRACTOR**

Contractor Connection  
1622 Miles Ave. NW  
Canton, OH 44708

**CONTRACTOR'S CONTACT:** Maria Maculaitis

Preferred Order method: E-mail

**BID CONTRACT NO.:** RS900416-3

**TERMS:** Net 30 Days

**DELIVERY:** As Specified

Telephone: (330) 479-9894

FAX: (888) 934-3131

E-mail address: info@contcon.com