

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

REQUIREMENTS CONTRACT: WIDE FLANGE STEEL BEAMS

CONTRACT No.: OT906407

EFFECTIVE DATES: 03/01/07 to 02/28/09
Renewal through 02/28/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906407 that opened on 01/17/07. 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 OHIO DEPARTMENT OF TRANSPORTATION, 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:

Katie Heisler
katie.heisler@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 _____

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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 thirty 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.

Primary Delivery Location (s):

Lawrence County ODOT Garage
450 Commerce Drive
Ironton OH 45638
Phone: 740-532-1636

Athens County ODOT Garage
700 W. Union St.
Athens OH 45701
Phone: 740-593-7933

Washington County ODOT Garage
1650 Greene St.
Marietta OH 45750
Phone: 740-373-0536

NOTE: All deliveries to be coordinated with the receiving location for each order prior to delivery.

SPECIAL NOTE: DAS and ODOT reserves the right to add any additional district sites for shipment. Primary shipment districts are listed on page 3 and other potential district site locations for shipment are listed on page 6 with the possibility of other sites to be added or deleted from the list.

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 seven (7) 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.

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 seven (7) 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.

TESTING: Samples may be subject to laboratory testing. Cost of all testing shall be borne by the bidder.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

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".

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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

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.

MINIMUM ORDER: The minimum order quantity of any item 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 the smallest quantity of the items as annotated in the "Pieces per Bundle" columns of this bid. The "Pieces per Bundle" shall exceed the maximum weight of 3,600 pounds.

SHIPMENT: All items shall be shipped in bundles of 3,600 lbs. or less on open side trailers for unloading at ground level with forklift trucks, unless otherwise specified. Each bundle shall have at a minimum 4" x 4" hardwood under the bundles so that it may be to be easily unloaded from the side of a flat bed truck with a forklift truck. All items shall be protected from rust and damage during shipment.

DATA SHEET: Shown below are the specification requirements for equipment that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services. Bidder signifies compliance or non-compliance with specifications by listing and outlining all deviations from specifications on company letterhead and returning it with the bid. Failure to comply may deem the bid not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (cont.)

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.

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.

OHIO DEPARTMENT OF TRANSPORTATION DISTRICTS



SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

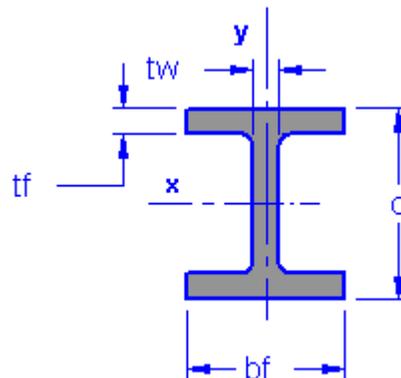
- A. Scope: The purpose of this solicitation is to obtain a contractor to supply wide flange steel beams for the Ohio Department of Transportation (ODOT). The beams are currently used to anchor barriers for holding back slides in ODOT District 9 and ODOT District 10 is also using them. Please specify on your bid the number of pieces per bundle.
- B. Classification:
 - 1. Wide Flange Steel Beams W10x30

II. APPLICABLE DOCUMENTS

- A. ASTM (American Society for Testing and Material International) A36 Steel.
- B. "Domestic steel use requirements as specified in section 153.011 [153.01.1] of the revised code apply to this project. Copies of section 153.011 [153.01.1] of the revised code can be obtained from any of the offices of the Department of Administration."
- C. ODOT Construction and Material Specification 513 and supplemental specification 800.
- D. ODOT Office of Material Management TE-24.
- E. Material shall conform to all applicable ASTM, and ANSI (American National Standards Institute) standards.

III. REQUIREMENTS

- A. Nominal Shape Dimensions:
 - 1. Nominal Dimensions



In x lbs/ft	Area (in ²)	Height d(in)	Flange bf(in)	tf(in)	Web thickness tw(in)	Ixx(in ⁴)	Iyy(in ⁴)	Length Feet
W10x30	8.84	10.47	5.81	0.51	0.3	170	16.7	20'

- 2. Approximate weight 600 lbs. each.

SPECIFICATIONS (cont.)

B. Packaging

1. Beams shall be put-up in (secured) lifts. The bundle frame must have at a minimum 4" x 4" hardwood on the bottom so that it may be easily unloaded from the side of a flat bed truck with a forklift truck.
2. All bundles must be secured.
3. Bundles shall not exceed 3,600 lbs.

Note: Ordering agencies have the option of ordering larger bundles if they can handle the unloading of larger bundles and it is mutually agreed upon with the awarded contractor at the time of purchase order issuance.

C. Inspection

1. Compliance: All material will be inspected upon receipt. Any material found to be defective or not in compliance to the specifications may result in the entire order being returned at vendor's expense for replacement or credit.

D. Shipment

1. All items shall be shipped on open side trailers for ease of unloading with forklift trucks. All items shall be protected from rust and damage during shipment.
2. Approved TE-24 test data shall be included with every shipment. The Ohio Department of Transportation Office of Material Management will perform quality assurance on the reference materials, utilizing the automated TE-24 process (Notice of shipment of plant tested and approved material). Please contact the Office of Materials Management at (614) 275-1327 immediately upon receipt of purchase order for further details. The approved TE-24 is to be submitted when the materials are delivered.

E. Warranty

1. Manufactures standard warranty shall apply.

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 State Purchasing and not used in evaluation and any subsequent order.

ITEM NO.	UNIT	DESCRIPTION	PCS / BUNDLE	UNIT PRICE EACH
1.	Each	OAKS ITEM NO: 2932 Beams, Wide Flange Steel W10x30	<u>6</u>	<u>\$362.30*</u>

Note: Maximum bundle weight shall not exceed 3,600 pounds, unless ordering agency has requested larger bundle orders and has the capabilities of unloading larger bundles at the time the purchase order is placed. For bidding and pricing purposes maximum bundle weight shall not exceed 3,600 pounds.

MANUFACTURER IDENTIFICATIONS OF COMMODITY:

All bidders shall indicate in the spaces below the manufacturer's name, nominal dimensions, piece per bundle, packaging, warranty, delivery ARO, recycled materials, as applicable, for all commodities they bid. Failure to comply with this stipulation may result in the offer being rejected.

Fabricator / Manufacturer: Nucor / Chaparral

Nominal Dimensions: W10 x 30# x 20 ft lg.

Pieces / Bundle: 6pc / 3,600 # max

Packaging: Blocked 4x4

Warranty: Manufactures standard

Days Required to Deliver ARO: 28 days

Contains Recycled Materials Y/N: N

Percentage of Recycled Materials: 0

* Indicates price increase effective May 21, 2010.

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS



Minority Business Enterprise

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

CONTRACTOR'S CONTACT: Roland Poindexter

CONTRACTOR'S IT/MIS CONTACT: Roland Poindexter

REMIT TO:
54251
RCP Metals, Inc.
P.O. Box 329129
Columbus, OH 43232

ITEM NO: 11323, Freight charge on item totaling less than stated minimum.

*Denotes correction of expiration date, with amendment 4.

BID CONTRACT NO.: OT906407 (02/28/09)*

CONTRACT: OT906407-1

DELIVERY: 30 Days A.R.O.

TERMS: Net 30 Days

Toll Free: None
Telephone: (614) 497-8390
FAX: (614) 497-8390

E-mail: rpoindexter@juno.com

Telephone: 614-497-8390

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
10	05/21/10	Price increase effective 05/21/10
9	8/23/09	Price increase effective 08/23/09
8	04/23/09	Price decrease effective 04/18/09
7	02/13/09	Price decrease effective 02/01/09
6	03/01/09	Renewal effective 03/01/09 revised 10/15/08
5	08/29/08	Price increase effective 08/29/08
4	06/16/08	Price increase effective 06/16/08
3	05/22/08	Price increase effective 05/22/08
2	02/18/2008	Price increase effective 02/18/08
N/A	9/19/2007	Addition of OAKS vendor number.
N/A	9/19/2007	Deletion of NIGP codes and addition of OAKS item number.
1	03/20/2007	Add remit to address