

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>rs901717</b>	OPENING DATE (1:00 p.m.) <b>11/21/16</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>mac023</b>	BID NOTICE DATE <b>11/02/16</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
<p><b>PARTICIPATING AGENCY(IES):</b> ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.</p>			
<b>ADDENDUM FOR CHANGE</b> <b>ADDENDUM NO.: 1</b> <b>REVISION DATE: 11/07/16</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</b>			
<b>PAINT AND PAINT SUPPLIES</b>			
Attached are pages 3, 6 and 7 to this Invitation to Bid. Remove the corresponding page from the existing bid and replace with the attached.			
As indicated herein this addendum is issued to clarify the shipping/delivery terms and remove unnecessary language.			

### **SPECIAL 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.

**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. \* By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**CONTRACT AWARD:** The contract will be awarded to one (1) or more bidders determined to be responsive and responsible bidder(s) and most advantageous to the State. Failure to bid all items may result in the bidder being deemed not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition the State will evaluate the items by taking the estimated annual usage multiplied by the bidder's unit cost. The extended cost for each item will be summed together to get a low lot total. The bidder(s) with the lowest total will be considered for award. Failure to bid all line items may deem the bid as not responsive.

While not part of the evaluation, all remaining Paint and Paint Supplies offered shall be the most favored pricing available as DAS will make the sole determination of accepting or rejecting any item being offered in that section.

**FIXED-PRICE WITH COST ADJUSTMENT:** \*\*

**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 at the beginning of a quarter in the calendar year. 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".

**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 (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. 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.

\* Indicates the addition of required language.

\*\* Indicates the removal of this section.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE OF WORK

The purpose of this bid and any subsequent contract is to secure Contractor(s) who can provide the paint and painting supplies for all state agencies and the properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services. \*

### II. GENERAL REQUIREMENTS

A. ITEM CLASSIFICATION: These requirements include but are not limited to the paint and paint supply categories listed below.

1. Paint – Direct to Metal
2. Paint – Interior Latex Complete Color Line
3. Paint – Exterior Latex Complete Color Line
4. Paint – Interior/Exterior Latex Complete Color Line
5. Paint – Interior/Exterior Complete Color Line – Zero VOC
6. Paint – Interior/Exterior Complete Color Line – Alkyd
7. Paint – Epoxy – Complete Color Line
8. Paint – Aerosol Industrial, Rust Prevention
9. Paint Roller Covers
10. Paint Roller Pans
11. Paint Frames
12. Brushes
13. Drop Cloths, Canvas
14. Drop Cloths, Plastics
15. Painter's Tape

### III. SPECIFICATIONS

All bids must meet the following requirements:

#### A. STANDARD COLORS

1. All bids shall be based on a complete color line paint, on the line offered, in order to evaluate on the same basis.
2. Each product offered and furnished shall be a standard first quality product offered to the general public and listed in the bidder's catalog and/or price list(s). No additions to the list may be made and no specially prepared (non-standard) catalog numbers or labels may be used. Labels and formulations of the items furnished must agree with those of the items offered.
3. All paint furnished must be packaged and shipped in new, strong metal or HDPE plastic containers, no different than the regular shelf items.
4. The manufacturer's brand or trade name, catalog number, type, color analysis of the contents and complete directions for use must be printed on the label.

#### B. FINISHED PAINT CHARACTERISTICS:

1. Paints must have the following characteristics:
  - a. Latex Paint must be capable of being applied in temperatures between 50F and 95F.
  - b. Latex Paint shall have a vehicle by weight of no more than 60% water.
  - c. Latex Paint shall have a minimum coverage rate of 350 sq. ft. per gallon.
  - d. Acrylic paint shall have a vehicle by weight of no more than 50% water and additives.
  - e. Acrylic paint shall have a vehicle by weight of not less than 50% acrylic resin.
2. The paint shall be free from foreign materials such as dirt, sand, fibers from bags or other materials capable of clogging screens, valves, pumps and other equipment used in an airless paint apparatus.
3. The paint pigment shall be well ground and be properly dispersed in the vehicle.
4. The paint shall retain all specified property under normal storage conditions for eight (8) months after acceptance and delivery.
5. The paint shall comply with all air pollution control rules and regulation in effect at the time the paint is manufactured.

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\* Indicates removal of unnecessary language.

SPECIFICATIONS AND REQUIREMENTS (Cont'd)

6. The paint shall be capable of being cleaned up and out of equipment with soapy water.
7. The manufacturer/distributor(s) must provide a written certification that materials providing it meets or exceed the federal specification for paint materials, except where other product identification is used.
8. The bidder(s), by signing this bid, certifies the products offered are products that are represented and offered for sale to the general public as first-quality products in their lines and have been offered for sale to the general public by catalog number, or item number as shelf items. Composition of all items offered may be required of the apparent low bidder(s).
9. All paints furnished shall be manufactured and labeled to comply with all current federal, including EPA, FDA, and state laws and regulations in effect at time of delivery.

C. PACKAGING, PACKING AND MARKING:

1. The successful bidders will be responsible for the following packing provisions:
  - a. All shipping containers must comply with any applicable federal, state and local regulations.
  - b. All containers must be properly sealed and show no evidence of leaking for a period of eight (8) months.
  - c. The successful bidders shall be responsible for replacing containers unfit for use and will be responsible for all costs incurred in replacing the paint and containers.
  - d. All containers shall be labeled showing the specification number, manufacturer's name, date of manufacture, color, manufacturer's batch number and type of product.
  - e. The manufacturer of the paint shall be responsible for proper shipping labels with reference to whether the contents are toxic, corrosive, flammable, etc. per federal guidelines.
  - f. Five (5) gallon plastic containers must have removable and airtight reusable lids. Container must be fabricated from a quality grade plastic.
2. All products must be delivered/received in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and use.

Packaging shall bear the manufacturer's label with the following information:

- a. Product name and type (description)
- b. Batch date
- c. Color number
- d. VOC content
- e. Environmental handling requirements
- f. Surface preparation requirements
- g. Application instructions

D. MANUFACTURER/DISTRIBUTOR

Bidders must be a paint manufacturer or an \* authorized manufacturer's distributor for a paint manufacturer capable of providing batch sizes consistent with quantities to be delivered under this Contract. Non-paint items may be sourced from non-paint manufacturers.

E. SHIPPING/DELIVERY CHARGES

1. All pricing on the Pricing Schedule is for pick-up at Contractor locations.
2. \* All shipping/delivery charges provided to customers must be F.O.B. Destination, Added. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or, commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.
3. Any requested shipping/delivery charges must be provided in advance and itemized on the invoice.

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\* Indicates clarification of manufacturer/distributor and shipping/delivery terms.