

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: FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, INVENTORY MANAGEMENT SOLUTIONS (VEHICLE LIFTS)

CONTRACT No.: RS901319

EFFECTIVE DATES: 02/27/19 to 07/21/20

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. Minnesota Service Cooperatives is the lead entity for the Sourcewell formerly known as National Joint Powers Alliance (NJPA) and their Master Price Agreement number is 061015 "Price Agreement. This contract is administered by Sourcewell, on behalf of Sourcewell. The state of Ohio has accepted prices as a result of Bid Number 061015, which opened on 06/11/15. The Sourcewell completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, [Standard Terms and Conditions](#) become a part of this Optional Use Contract.

The Optional Use 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 0 months unless the Contracting Agency determines that additional renewal is necessary.

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 any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Optional Use 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 Optional Use Contract may be directed to:

<https://procure.ohio.gov>

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

<http://procure.ohio.gov>

Signed: _____
Matthew M. Damschroder, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, INVENTORY MANAGEMENT SOLUTIONS

AS ISSUED BY SOURCEWELL CAN BE FOUND BY CLICKING THE LINK BELOW

[ORIGINAL RFP](#)

MOHAWK RESOURCES, LTD.

[MOHAWK MASTER AGREEMENT](#)

[MOHAWK PRICELIST](#)

STERTIL-KONI USA, INC

[STERTIL-KONI MASTER AGREEMENT](#)

[STERTIL-KONI PRICELIST](#)

VEHICLE SERVICES GROUP, LLC/ ROTARY LIFT

[VSG MASTER AGREEMENT](#)

[VSG PRICELIST](#)

Contract Special Terms and Conditions

Scope: This Participating Addendum will add the State of Ohio as a participating state to Sourcewell Contract # 061015 for Fleet-Related Maintenance Equipment, Supplies, Services, Inventory Management Solutions for use by State agencies and other entities located in the State authorized by Ohio law or regulation to utilize statewide contracts issued by the Department of Administrative Services/Office of Procurement.

Term and Termination This Participating Addendum shall be effective upon approval of the Director of the Department of Administrative Services, or his/her designee, through the ending date of the Contract, unless sooner terminated by the Director of Department of Administrative Services or by contractor as permitted under the Contract..

Order of Priority: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Terms and Conditions, the Ohio Terms and Conditions will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract. The State of Ohio DAS' Standard Contract Terms may be accessed through the following link: [Standard Terms and Conditions](#).

Individual Customer: Each State agency and local government that purchases services will be treated as an individual customer. Except to the extent modified by a separate participating addendum, each agency and local government will be responsible to follow the terms and conditions of the Contract. Each agency and local government will have the same rights and responsibilities for their purchases as Sourcewell has in the Contract. Each agency and local government will be responsible for their own charges, fees, and liabilities. Each agency and local government will have the same rights to any indemnity or to recover any costs as allowed in the Contract or subsequent purchase order for their purchase.

Cooperative Purchasing Contract: 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 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.

Contract Special Terms and Conditions (cont.)

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

All other deliveries may be sent to the following address:

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

Contract Special Terms and Conditions (cont.)

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.

Primary Contacts and Notification:

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

Contractor

Name: Steven Perlstein
Contractor: Mohawk Resources, Ltd.
Address: P.O. Box 10
Amsterdam, NY 12010
Telephone: 800-833-2006 ext. 24
E-Mail: sperlstein@mohawklifts.com

Name: Kellie Boehm
Contractor: Stertil-Koni USA, Inc.
Address: 200 Log Canoe Circle
Stevensville, MD 21666
Telephone: 410-643-9001 ext. 106
E-Mail: kellie@stertil-koni.com

Name: Christine Bilz
Contractor: Vehicle Services Group, LLC/ Rotary Lift
Address: 2700 Lanier Drive
Madison, IN 47250
Telephone: 800-445-5438, ext. 5655
E-Mail: bilz@rotary.lift.com

Participating State (Entity)

Name: Brad Ratliff
Address: 4200 Surface Road
Columbus, OH 43228
Telephone: 614-752-7286
E-Mail: brad.ratliff@das.ohio.gov

CONTRACTOR INDEX:

CONTRACTOR:

0000004351
Mohawk Resources, Ltd.
P.O. Box 110
Amsterdam, NY 12010

CONTRACT NO.: RS901319-1

Terms: Net 30
Delivery: 30 Days A.R.O.

CONTRACTOR'S CONTACT:

Steven Perlstein

Telephone: (800) 833-2006 ext. 24
E-Mail: sperlstein@mohawklifts.com

CONTRACTOR:

0000086382
Steril-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666

CONTRACT NO.: RS901319-2

Terms: Net 30
Delivery: 30 Days A.R.O.

CONTRACTOR'S CONTACT:

Kellie Boehm

Telephone: 410-643-9001 ext.106
E-Mail: kellie@steril-koni.com

CONTRACTOR:

0000189018
Vehicle Services Group, LLC/ Rotary Lift
2700 Lanier Drive
Madison, IN 47250

CONTRACT NO.: RS901319-3

Terms: Net 30
Delivery: 30 Days A.R.O.

CONTRACTOR'S CONTACT:

Christine Bilz

Telephone: 800-445-5438 ext. 5655
E-Mail: bilz@rotary.lift.com