



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: Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies

CONTRACT No.: RS902021

EFFECTIVE DATES: 02/01/21 to 06/30/23

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. Oregon is the lead entity for the NASPO ValuePoint Consortium and their Master Price Agreement number is 8497 "Price Agreement. This contract is administered by NASPO Valuepoint, on behalf of Oregon. The state of Ohio has accepted prices as a result of Bid Number DASPS-2183-17, which opened on 12/29/17. The NASPO ValuePoint Consortium 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 Requirements Contract.

The 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.

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 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 this Requirements Contract may be directed to:

Adam Williamson
adam.williamson@das.ohio.gov or 614-466-6756

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

<http://procure.ohio.gov>

Embedded Minority Set Aside Component in accordance with ORC CH. 125.081

Signed: _____ Date _____
Matthew M. Damschroder, Director

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*This denotes a repagination with amendment 1.

STATE OF OHIO
PARTICIPATING ADDENDUM AND CONTRACT INFORMATION
FOR
FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES
AS ISSUED BY NASPO VALUPOINT CAN BE FOUND BY CLICKING THE LINKS BELOW:

[MASTER AGREEMENT NUMBER 8497](#)

[ORIGINAL RFP](#)

[VENDOR HOSTED WEBSITE \(PRICING & ORDERING\)](#)

[*FAST SOLUTIONS TERMS VENDING AND LOCKER LEASE](#)

EXCLUSIONS: The following Goods or services are exclusions in this Participating Addendum:

3.13 Installation 3.14 Sourced Products as appear on page 40 of the Master Agreement.

SPECIAL TERMS AND CONDITIONS

***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, the Consortium Terms and Conditions or the end user license agreement, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

The State of Ohio Standard Contract Terms may be accessed through the following link: [State of Ohio Standard Terms and Conditions \(Rev. 05/15/20\)](#).

AMENDMENTS TO STATE OF OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the State of Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the State of Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

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.

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 Cooperative Purchasing Members 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.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov . If no sales occur, the Contractor must report zero. The report must be submitted no later than 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.

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

*Denotes a change in order of priority with amendment 4.

SPECIAL TERMS AND CONDITIONS (CONTINUED)

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. The revenue share is included in the contracted price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing Members 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 may pay the revenue share amount due by check or, online with a credit card by visiting: epay.das.ohio.gov/Payment.

For payments made by credit card, the Contractor must provide the Quarterly Sales Report and Revenue Share Remittance forms to csc@ohio.gov.

For payments made by check, the Contractor must make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

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

To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Quarterly Sales Report and Revenue Share Remittance form.

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 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 terminate this Contract.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE DEALERS: The State is committed to making 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. As provided in the Master Solicitation, Contractors are authorized to add MBE dealers to the contract. Once the MBE dealers are selected, agencies may elect to make open-market purchases directly through the Contractor or perform a request for quote, soliciting the MBE dealers selected by the Contractor, through a sheltered-market competition to receive set-aside credit in accordance with Section 125.081 of the Ohio Revised Code.

In order to add MBE dealers, the Contractor must:

Utilize a sheltered-market, competitive process to which only Ohio certified MBEs may respond;

Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and

Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

Multiple MBE dealers should be awarded as part of this process. Any awarded dealers must be an Ohio certified MBE as of the contract award date. For more information regarding 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/Equal-Opportunity>

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000099520
Fastenal Company
1245 Alum Creek Dr. Ste B.
Columbus, OH 43209

CONTRACTOR'S CONTACT:

*Mr. Austin Stachowiak
*Orders and Quotes

BID CONTRACT NO.: RS902021

DELIVERY: As Specified

TERMS: Net 30 Days

Telephone: (877) 808-0087

E-mail: astachow@fastenal.com

E-mail: ohquote@fastenal.com

DEALER INDEX

DEALER AND TERMS:

BID CONTRACT NO.: RS902021-1

MINORITY BUSINESS ENTERPRISE



0000067732
First Systems Inc.
1295 S. Clay St.
Troy, OH 45373

DELIVERY: As Specified

TERMS: Net 30 Days

DEALER'S CONTACT:

Telephone: (937) 875-2988

Fax: (937) 339-8800

Mr. Kevin B. Walters
Customer Service

E-mail: kwalters@firstsystems.biz

E-mail: kim@firstsystems.biz

DEALER AND TERMS:

BID CONTRACT NO.: *

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DEALER AND TERMS:

BID CONTRACT NO.: RS902021-3

MINORITY BUSINESS ENTERPRISE



0000196565
Western Reserve Technology LTD.
34194 Aurora Rd. #200
Solon, OH 44139

DELIVERY: As Specified

TERMS: Net 30 Days

DEALER'S CONTACT:

Telephone: (440) 498-9500

Fax: (440) 448-4666

Ms. Kim Cahaus
Customer Service

E-mail: kim@gowrt.com

E-mail: ryan@gowrt.com

* This amendment is issued to remove dealer Hess Advanced Technology, Inc. with amendment 3.

DEALER INDEX (CONTINUED)

*DEALER AND TERMS:

**BID CONTRACT NO.: RS902021-4

MINORITY BUSINESS ENTERPRISE



0000152060
LEFCO Worthington
18451 Euclid Ave.
Cleveland, OH 44112

DELIVERY: As Specified

TERMS: Net 30 Days

DEALER'S CONTACT:

Telephone: (216) 432-4422

Mr. Larry Fulton
Customer Service

E-mail: Larry.Fulton@lefcoworthington.com

E-mail: Fastenal@lefcoworthington.com

*This amendment is issued to add the dealer LEFCO Worthington with amendment 1.

**This amendment is issued to make a correction to the LEFCO Worthington Bid Contract Number with amendment 2.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
4	11/12/21	This amendment is issued to include the Locker Lease Vending Agreement and a change to the Order of Priority.
3	06/04/21	This amendment is issued to remove dealer Hess Advanced Technology, Inc., effective with all orders issued on or after 06/04/21.
2	04/02/21	This amendment is issued to update the contact information for Fastenal. Additionally, this amendment is issued to update the bid contract number for LEFCO Worthington.
1	03/05/21	This amendment is issued to add pay-direct dealer LEFCO Worthington, effective with all orders issued on or after 03/05/21