

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 7

TO: LIMITED DISTRIBUTION – OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS, OHIO PENAL INDUSTRIES, 1221 MCKINLEY AVENUE COLUMBUS, OHIO 43222

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR OHIO PENAL INDUSTRIES FURNITURE SYSTEMS AND MOVEABLE WALLS - UNFINISHED AND UNASSEMBLED

Attached are pages 5 and 65 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to update the treasurer in the Terms & Conditions section of the contract, effective on or after 08/04/2014..

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Meredith Stang
meredith.stang@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

0000075966
Recycled Systems Furniture, Inc. dba RSFI
401 E. Wilson Bridge Rd.
Worthington, Ohio 43085
Email: luci@rsfi.com

0000009559
John R. Wald Company, Inc.
10576 Fairgrounds Rd.
Huntingdon, PA 16652
Email: lconaway@jrwald.com

0000218942
Bay Product Development
1654 Morrow Street
Green Bay, WI 54302
Email:
kyle@bayproductdevelopment.com

0000087609
Norix Group, Inc.
1000 Atlantic Dr.
West Chicago, IL 60185
Email: furniture@norix.com

0000185713
Dutch Designs, Limited
8216 State Route 241
Fredricksburg, OH 44627
Email: aberhenryltd@gmail.com

0000096015
Krueger International, Inc.
1330 Bellevue St.
Green Bay, WI 54302
Email: jeff.tebon@ki.com

0000060602
M/W International Inc.
1019 Evans Ave.
Akron, Ohio 44305
Email: jbucalo@mwintl.net

0000136800
Indiana Chair Frame
330 N. Greensboro St.
Liberty, NC 27298
Email: brian.reese@leggett.com

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 state agencies 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 Contractor 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 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 the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may 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 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio* and forward the check to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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 terminate or cancel this Contract.

*This amendment is issued to update the treasurer effective with amendment No. 7.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	08/04/14	This amendment is issued to update the treasurer in the Terms & Conditions section of the contract, effective on or after 08/04/2014.
6	05/01/14	This amendment is issued to mutually extend the contract through 04/30/2015. Textiles, Inc. is removed from the list of contractors. Amendment also reflects updated pricing for Norix Group, Inc. now dated January 2014. All prices and Terms & Conditions remain unchanged. Effective will all orders on or after 05/01/2014.
5	04/23/14	This amendment is issued to update Bay Product Development LLC's contract number from RS902412-8 to RS902412-10, effective with all orders on or after 04/23/2014.
4	04/17/14	This amendment is issued to update the vendor identification number and address for Bay Product Development effective with all orders on or after 04/17/2014.
3	02/03/14	This amendment is issued to update the pricing for the Ivars seating that Bay Product Development is providing in Category 1. There are price increases and decreases associated with the update. The update is effective with all orders issued on or after February 23, 2014. Also updated the Agency contact with this amendment.
2	09/01/13	This amendment is issued to reflect a 5% price increase on Tayco products in categories 1, 2, 4, and 6, effective with all orders on or after September 1, 2013.
1	04/12/13	This amendment is issued to update pricing for contractor Bay Product Development in Category V effective with all orders issued on or after April 12, 2013. Price list will be made available to end users.