

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: REPAIR AND MAINTENANCE - JOB ORDER CONTRACTING (JOC)

CONTRACT No.: RS901512

EFFECTIVE DATES: 10/01/11 to 09/30/12

The Department of Administrative Services (DAS) has agreed to participate in a multi-user contract for Construction and Repair with The Gordian Group ("TGG") under the National Joint Powers Alliance (NJPA). The National Joint Powers Alliance is a service cooperative organized under the Minnesota Statute 123A.21 and is as such authorized to provide cooperative purchasing services to its members. The state of Ohio Department of Administrative Services (DAS) is a member of NJPA and has accepted prices as a result of NJPA RFP# OH01P-08031, OH01H-080311, OH01E-080311, OH01GA-080311, OH01GB-08031, OH02P-08031, OH02H-08031, OH02E-080311, OH02GA-080311, OH02GB-080311, OH03P-08031, OH03H-08031, OH03E-08031, OH03GA-080311, OH03GB-080311, OH04P-080311, OH04H-080311, OH04E-080311, OH04GA-080311, OH04GB-08031, OH05P-08031, OH05H-08031, OH05E-080311, OH05GA-080311 and OH05GB-080311, which opened on August 3-4, 2011. The bidder listed herein has been determined to be the lowest responsive and responsible bidder and has 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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 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 the Requirements Contract may be directed to:

Lauren Brown  
[lauren.brown@das.state.oh.us](mailto:lauren.brown@das.state.oh.us)

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

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date \_\_\_\_\_

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STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROGRAM ADDENDUM  
FOR  
JOB ORDER CONTRACTING (JOC)

MASTER CONTRACT  
NATIONAL JOINT POWERS ALLIANCE (NJPA) AND  
THE GORDIAN GROUP CAN BE FOUND  
BY CLICKING THE LINK BELOW

**[NJPA Original RFP Terms and Conditions](#)**

**[NJPA Acceptance of Bid and Award RFP # OH01GA-080311 FHP](#)**

**[NJPA Acceptance of Bid and Award RFP # OH01GB-080311 VCI](#)**

**[NJPA Acceptance of Bid and Award RFP # OH01H-080311 TKC](#)**

**[NJPA Acceptance of Bid and Award RFP # OH02GA-080311 FHP](#)**

**[NJPA Acceptance of Bid and Award RFP # OH02GB-080311 VCI](#)**

**[NJPA Acceptance of Bid and Award RFP # OH02H-080311 TKC](#)**

**[NJPA Acceptance of Bid and Award RFP # OH02E-080311 RKE](#)**

**[NJPA Acceptance of Bid and Award RFP # OH03GA-080311 LUS](#)**

**[NJPA Acceptance of Bid and Award RFP # OH03GB-080311 FHP](#)**

**[NJPA Acceptance of Bid and Award RFP # OH03H-080311 TKC](#)**

**[NJPA Acceptance of Bid and Award RFP # OH03E-080311 CAP](#)**

**[NJPA Acceptance of Bid and Award RFP # OH04GA-080311 LUS](#)**

**[NJPA Acceptance of Bid and Award RFP # OH04GB-080311 FHP](#)**

**[NJPA Acceptance of Bid and Award RFP # OH04H-080311 TKC](#)**

STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROGRAM ADDENDUM  
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JOB ORDER CONTRACTING (JOC)

MASTER CONTRACT  
NATIONAL JOINT POWERS ALLIANCE (NJPA) AND  
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(Cont'd)

[\*\*NJPA Acceptance of Bid and Award RFP # OH04E-080311 WEL\*\*](#)

[\*\*NJPA Acceptance of Bid and Award RFP # OH05GA-080311 LUS\*\*](#)

[\*\*NJPA Acceptance of Bid and Award RFP # OH05GB-080311 FHP\*\*](#)

[\*\*NJPA Acceptance of Bid and Award RFP # OH05H-080311 TKC\*\*](#)

[\*\*NJPA Technical Specifications\*\*](#)

SPECIAL TERMS AND CONDITIONS

SCOPE:

The state of Ohio is participating in a multi-state contract with National Joint Powers Alliance (NJPA) to provide Construction Service and Repair as Job Order Contract Agreement. This is a non-mandatory contract. The contract is an indefinite quantity contract for construction services, effective for the period stated in NJPA's IFB documents. Performance of this Agreement shall be made only as authorized by Work Orders issued in accordance with the agreed upon Terms and Conditions. The contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, work, materials, supplies, parts (to include system components), transportation, supervision, labor and equipment needed to complete each Work Order. The contractor shall maintain safety and provide site preparation and cleanup during and after construction. All cost associated with the scope of work and preparation of proposals shall be the responsibility of the Contractor.

CONTRACT TERM: The term of this contract shall commence on October 1, 2011 and end on September 30, 2012.

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 DAS 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 and DAS 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 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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. 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  
General Services Division – Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

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) calendar days after the end of the quarterly sales reporting period. The revenue share equals .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 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: State of Ohio Treasurer and forward the check to the following address:

Department of Administrative Services  
General Services Division – Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

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.

## PRICE SCHEDULE

The following link contains pages with Construction Service pricing covered under this Contract.

[Contract RS901811, GPC008 Repair and Maintenance Pricing \(Northeast Region\)](#)

[Contract RS901811, GPC008 Repair and Maintenance Pricing \(Northwest Region\)](#)

[Contract RS901811, GPC008 Repair and Maintenance Pricing \(Southeast Region\)](#)

[Contract RS901811, GPC008 Repair and Maintenance Pricing \(Southwest Region\)](#)

[Contract RS901811, GPC008 Repair and Maintenance Pricing \(Central Region\)](#)

### UNSPSC Codes:

- 72101500 – Building Maintenance and Repair Services
- 72151200 – HVAC Construction Services
- 26111600 – Power Generators
- 72152600 – Roofing Services
- 72151300 – Painting Services

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000083295

**Capital City Electric, LLC**  
400 Lazelle Rd.  
Columbus, OH 43240

CONTRACTOR'S CONTACT: Danita Kessler

BID CONTRACT NO.: RS901512-1

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (614) 885-3800  
Mobile: N/A  
FAX: (614) 885-3805  
E-mail: [dkessler@capitalcityelectric.com](mailto:dkessler@capitalcityelectric.com)

CONTRACTOR AND TERMS:

OAKS Vendor ID: 0000195522

**F.H. Paschen**  
8725 W. Higgins Road, Suite 200  
Chicago, IL 60631

CONTRACTOR'S CONTACT: Leo Wright

BID CONTRACT NO.: RS901512-2

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (773) 444-3474  
Mobile: (847) 878-4696  
FAX: (773) 714-0957  
E-mail: [lwright@fhpaschen.com](mailto:lwright@fhpaschen.com)

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000150062

**Lusk Mechanical Contractors**  
820 South Dixie Hwy  
Muldraugh, KY 40155

CONTRACTOR'S CONTACT: David Starr

BID CONTRACT NO.: RS901512-3

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (502) 942-6966  
Mobile: (502) 599-6843  
FAX: (502) 942-6964  
E-mail: [dstarr@theluskgroup.com](mailto:dstarr@theluskgroup.com)

OAKS ITEM IDENTIFICATION NUMBER: 19199 – Repair and Maintenance Service

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000154338

**R & K Electric, Ltd.**  
134 South Chapel St.  
Louisville, OH 44641

CONTRACTOR'S CONTACT: Kurt Geis

BID CONTRACT NO.: RS901512-4

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (330) 875-2325  
Mobile: (330) 353-3020  
FAX: (330) 875-2369  
E-mail: [rkelectric@aol.com](mailto:rkelectric@aol.com)

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000073510

**The K Company, Inc.**  
2234 S. Arlington Road  
Akron, OH 44319

CONTRACTOR'S CONTACT: Karl Frye

BID CONTRACT NO.: RS901512-5

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (330) 773-5125  
Mobile: N/A  
FAX: (330) 773-2962  
E-mail: [Karl@thecompany.com](mailto:Karl@thecompany.com)

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000068862

**Variety Contractors, Inc.**  
5090 Park Avenue West  
Seville, OH 44273

CONTRACTOR'S CONTACT: Aaron Rasmussen

BID CONTRACT NO.: RS901512-6

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (330) 769-4063  
Mobile: N/A  
FAX: (330) 769-2546  
E-mail: [Aaron@varietycontractors.com](mailto:Aaron@varietycontractors.com)

OAKS ITEM IDENTIFICATION NUMBER: 19199 – Repair and Maintenance Service

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



OAKS Vendor ID: 0000007196

**Whalen Electric LLC**  
4485 State Route 132  
Morrow, OH 45152

CONTRACTOR'S CONTACT: Bill Cowman

BID CONTRACT NO.: RS901512-7

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

Office: (937) 289-3363  
Mobile: (513) 324-9958  
FAX: (937) 289-3646  
E-mail: [bill@whalenelectricllc.com](mailto:bill@whalenelectricllc.com)

OAKS ITEM IDENTIFICATION NUMBER: 19199 – Repair and Maintenance Service

**ACCOUNT SET-UP AND PLACING AN ORDER**

To set up an account or place an order, please visit: [ORDERING INSTRUCTIONS](#), or contact:

The Gordian Group  
Jon Van Daveer  
Office: (800) 874-2291  
Mobile: (312)502-0001  
FAX: (864) 233 9100  
[jvandaveer@gordian-group.com](mailto:jvandaveer@gordian-group.com)

**SYSTEMS/TECHNICAL SUPPORT**

The Gordian Group  
Clinton Owings  
Office: (800) 874-2291  
Mobile: (864)380-7759  
FAX: (864) 233 9100  
[c.owings@thegordiangroup.com](mailto:c.owings@thegordiangroup.com)

EXHIBIT A – CONTRACT AGREEMENTS

[DAS and NJPA Purchasing Agreement](#)

[Memorandum Of Understanding With NJPA And TGG](#)

[Participation Agreement With Capital City Electric \(CAP\)](#)

[Participation Agreement With F.H. Paschen \(FHP\)](#)

[Participation Agreement With Lusk Mechanical Contractors \(LUS\)](#)

[Participation Agreement With R & K Electric \(RKE\)](#)

[Participation Agreement With The K Company \(TKC\)](#)

[Participation Agreement With Variety Contractors Inc. \(VCI\)](#)

[Participation Agreement With Whalen Electric LLC \(WEL\)](#)