

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.: RS901811

EFFECTIVE DATES: 05/09/11 to 06/30/11

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# OH02P-042909, OH02H-042909, OH02G-042909, OH02E-042909, OH01P-042909, OH01H-042909, OH01G-042909 and OH01E-042909 which opened on April 29, 2009. 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

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 # OH02P-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH02H-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH02G-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH02E-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH01P-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH01H-042909 WTI](#)

[NJPA Acceptance of Bid and Award RFP # OH01G-042909 SGC](#)

[NJPA Acceptance of Bid and Award RFP # OH01E-042909 WTI](#)

[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 May 9, 2011 and end on June 30, 2011. Upon expiration of this contract, DAS anticipates a new contract to be effective 07/01/11.

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 Construction Service Pricing \(North Region\)](#)

[Contract RS901811, GPC008 Construction Service Pricing \(South Region\)](#)

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: 0000190711

Northern Ohio Region

Sorensen Gross Construction Services, LLC
3407 Torrey Road
Flint, MI 48507

BID CONTRACT NO.: RS901811-1

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Richard Sly Jr.

Office: (810) 767-4821
Mobile: (810) 691-3074
FAX: (810) 238-6222
E-mail: rsly@sgcs.net

CONTRACTOR AND TERMS:

OAKS Vendor ID: 0000153349

Southern Ohio Region

Weatherproofing Technologies Inc.
3735 Green Rd.
Beachwood, OH 44122

BID CONTRACT NO.: RS901811-2

DELIVERY: AS OFFERED

PAYMENT TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Gary Johnson

Office: (281) 481-7900
Mobile: (216) 334-5215
FAX: (866) 728-8218
E-mail: JGJohnson@wtiservices.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

SYSTEMS/TECHNICAL SUPPORT

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

EXHIBIT A – CONTRACT AGREEMENTS

DAS and NJPA Purchasing Agreement

Participation Agreement With Weatherproofing Technologies, Inc (WTI)

Participation Agreement With Sorensen Gross LLC (SG)

Memorandum Of Understanding With NJPA And TGG