

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: WALK-IN BUILDING SUPPLIES/CARPENTRY SUPPLIES /HOME IMPROVEMENT SUPPLIES AND RELATED MATERIAL

CONTRACT No.: RS902013

EFFECTIVE DATES: 01/22/13 to 07/31/14

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a multi-state contract. Utah is the lead state for the Western States Contracting Alliance (WSCA) and their Master Price Agreement number is WSCA LT11003 WSCA MA087 "Price Agreement. This contract is administered by the State of Utah Purchasing Division, on behalf of National Association of State Procurement Officials (NASPO). The state of Ohio has accepted prices as a result of Bid Number LT11003, which opened on 05/12/2011. The State of Utah Purchasing Division 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, GPC Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Rev. 09/2012) 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.

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:

Peggy J. Canada, CPPB  
peggy.canada@das.state.oh.us

This Optional Use 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  
PARTICIPATING ADDENDUM  
FOR  
WALK-IN BUILDING SUPPLIES/CARPENTRY SUPPLIES/HOME IMPROVEMENT SUPPLIES AND RELATED MATERIAL

AS ISSUED BY THE STATE OF UTAH CAN BE FOUND BY CLICKING THE LINK BELOW

MASTER AGREEMENT NUMBER MA087

ORIGINAL RFP

## SPECIFICATIONS

- I. SCOPE: To provide Walk-In Building Supplies/Carpentry Supplies/Home Improvement Supplies and Related Material in accordance with the Utah Master Price Agreement Number MA087, that was issued on behalf of the National Association of State Procurement Officials (NASPO).

The state of Ohio has entered into this agreement by way of a Participating Addendum, herein after referred to as "Addendum", which can be viewed at the following link: [State of Ohio and LOWE'S HIW, Inc. Participating Addendum](#)

- II. REVISIONS: The Contract will become effective 01/22/13 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Master Contract.

The awarded Contractor shall abide by all Terms and Conditions set forth in the Master Contract and this Addendum, in the case of contradiction between the RFP document, the Addendum, and the state of Ohio Terms and Conditions shall supersede the following link: [GPC Terms and Conditions](#).

- III. COOPERATIVE PURCHASING CONTRACT: This Contract is open to all State Agencies and 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.

- IV. 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.

SPECIFICATIONS

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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.

- V. 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 fee equals 1.0%, 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 and forward the check to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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.

- VI. NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Tax Identification Number to the Department. The Department does this so it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances for tax reporting purposes. If you are a vendor or contractor using your Social security Number as your Federal Tax Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Tax Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Tax Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Tax Identification Number.
- VII. EXECUTIVE ORDER 2011-12K: Governing the Expenditure of Public Funds for Offshore Services Link: Services provided under this contract are subject to limitations on off shoring. See [Executive Order.pdf](#)

SPECIFICATIONS

VII. PRIMARY CONTACTS:

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State representing Utah State Procurement

Name: Larry Thacker, Purchasing Manager  
State of Utah, Division of Purchasing and General Services  
Address: 3150 State Office Building, Capitol Hill  
Salt Lake City, UT 84114  
Telephone: 801-537-9242  
Fax: 801-538-3882  
E-mail: [lthacker@utah.gov](mailto:lthacker@utah.gov)

Contractor

Name: Joe Donora, Government Programs  
Contractor: Lowe's Home Centers  
Address: 1605 Curtis Bridge Road  
Wilkesboro, NC 28697  
Telephone: 703 999-9765  
FAX:  
Email: [joe.donora@lowes.com](mailto:joe.donora@lowes.com)

Participating State (Entity)

Name: Peggy J. Canada, CPPB  
Address: 4200 Surface Rd, Columbus, OH 43228  
Telephone: 614-644-1786  
Fax: 614-485-1056  
E-mail: [peggy.canada@das.state.oh.us](mailto:peggy.canada@das.state.oh.us)

IX. SERVICING SUBCONTRACTORS: None

PRICE SCHEDULE

The following link contains a link to the website that contains pricing and ordering instructions as awarded for Lowe's HIW, Inc., on the Utah Master Agreement Number MA087, <http://www.lowesforpros.com/wsca>.

CONTRACTOR INDEX

CONTRACTOR:

CONTRACT NO.: RS902013-1 (02/28/14)

OAKS ID NO.: 94650  
Joe Donora, Government Programs  
Lowe's Home Centers  
1605 Curtis Bridge Road  
Wilkesboro, NC 28697

CONTRACTOR'S CONTACT: Joe Donora

Telephone: 703 999-9765  
FAX: 877-793-8455  
E-Mail: [joe.donora@lowes.com](mailto:joe.donora@lowes.com)