



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: EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM

CONTRACT No.: RS903021

EFFECTIVE DATES: 05/01/21 to 04/30/23

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. The State of Delaware is the lead entity for the Consortium and their Master Price Agreement number is GSS21582-EQUIPMAINT "Price Agreement. This contract is administered by The State of Ohio, on behalf of The State of Delaware. The state of Ohio has accepted prices as a result of Bid Number GSS21582-EQUIPMAINT, which opened on 10/09/20. The State of Delaware 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 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.

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 24 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 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:

Keri Harris  
Keri.Harris@das.ohio.gov

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

<http://procure.ohio.gov>

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Matthew Whatley, Interim Director

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STATE OF OHIO  
PARTICIPATING ADDENDUM  
FOR  
EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM

MASTER CONTRACT  
AS ISSUED BY THE STATE OF DELAWARE CAN BE FOUND  
BY CLICKING THE LINK BELOW

[State of Delaware Master Contract](#)  
Contract#: GSS21582-EQUIPMAINT

State of Ohio  
Contract# RS903021 Index # GPC004

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 and the Consortium Terms and Conditions, 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 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.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

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

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

**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](http://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](mailto: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.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000226068  
Electronic Risks Consultants, Inc.  
1208 US Highway 22 East  
Phillipsburg, NJ, 08865

CONTRACTOR'S CONTACT:

Mr. Robert Tolomeo

CONTRACTOR AND TERMS:

0000177828  
The REMI Group, LLC  
6325 Ardrey Kell Road  
Charlotte, NC, 28277

CONTRACTOR'S CONTACT:

Ms. Kristen Childers

BID CONTRACT NO.: RS903021-1

DELIVERY: As Specified

TERMS: Net 30 Days

Telephone: (908) 823-0960  
Fax: (908) 823-1060

E-mail: [rtolomeo@erc-corp.com](mailto:rtolomeo@erc-corp.com)

BID CONTRACT NO.: RS903021-2

DELIVERY: As Specified

TERMS: Net 30 Days

Telephone: (704) 602-0833  
Fax: (704) 887-2916

E-mail: [contracts@theremigroup.com](mailto:contracts@theremigroup.com)