

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: Parks and Recreation Equipment and Installation
CONTRACT No.: RSC026359
CONTRACT ID: 26359
EFFECTIVE DATES: 3/7/2025 to 12/31/2025
*Renewal through 12/31/2027
SUPPLIER: Landscape Structures Inc.

The State of Ohio Department of Administrative Services ("DAS") has agreed to participate in a consortium contract. Oregon is the lead entity for Parks and Recreation Equipment and Installation and their Master Agreement number is PO-10700-00015855 ("Master Agreement"). This contract is administered by Oregon, on behalf of Landscape Structures Inc. ("Contractor"). The state of Ohio has accepted prices as a result of Bid Number S-10700-00001200, which opened on 4/27/2022. Oregon completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, participating addendum and contract-specific terms and conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the attached State of Ohio Participating Addendum become a part of this Optional Use Contract.

The 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 the number months allowed in the Master Agreement unless the Contracting Agency determines that additional renewal is necessary.

This Contract is available to all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio, 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 any volume of supplies and/or services.

This Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public

*Denotes 24 month renewal, per Amendment 1.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below;

For Landscape Structures Inc.:

Signed: _____

Brant Dennis, Vice President of Finance

For the OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

Signed: _____

Kathleen C. Madden, Director

1 - STATE OF OHIO PARTICIPATING ADDENDUM

STATE OF OHIO PARTICIPATING ADDENDUM FOR PARKS AND RECREATION EQUIPMENT AND INSTALLATION AS ISSUED BY OREGON

The Master Agreement can be found by clicking the following link:

<https://naspo.valuepoint.org/portfolio/parks-and-recreation-equipment-and-installation-2023-2027/landscape-structures-inc/>

2 - MASTER AGREEMENT

Agreement #: PO-10700-00015855

Consortium: NASPO

Contractor: Landscape Structures Inc.

Participating Entity: State of Ohio

The following products or services are included in this contract portfolio:

All products and accessories listed on the Contractor page of the Consortium website

3 - PARTICIPATING ADDENDUM TERMS AND CONDITIONS

Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for Parks and Recreation. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on December 31, 2025, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

3.1 - SCOPE

This addendum covers the Parks and Recreation Equipment and Installation led by Oregon for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

3.2 - PARTICIPATION

This Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3.3 - PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions.

3.3.1 - ORDER OF PRECEDENCE

1. The terms and conditions of this Participating Addendum in the following order: (a) Article 5 – Contract-Specific Terms and Conditions; (b) Article 3 – Participating Addendum Terms and Conditions; and (c) Article 4 – Standard Terms and Conditions. Ohio's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the

Terms of the Lead State's Master Agreement.

2. Lead State's Master Agreement (includes negotiated Terms and Conditions and applicable exhibits to the Master Agreement)
3. Contractor's response to the Lead State's solicitations;
4. The Lead State's Solicitation including all Addendums.

4 - STANDARD TERMS AND CONDITIONS

4.1 – STANDARD TERMS AND CONDITIONS

The State of Ohio [Standard Terms and Conditions](#) (revised 03/01/24) govern this Contract and are incorporated as if fully rewritten herein.

4.2 - AMENDMENTS TO THE CONTRACT TERMS AND CONDITIONS

The following amendments to the Standard Terms and Conditions hereby become a part of the Contract and take precedence over any conflict with the Standard Terms and Conditions.

4.2.1 SUBCONTRACTING

Delete Article M. Subcontracting. Subcontracting in its entirety and replace it with the following:

M. SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the State. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the State. The State reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor, and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for (a) all sub- contracting and third-party manufacturer work performed or product delivered under the Contract; and (b) all subcontractors' compliance with the applicable requirements of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

5 – CONTRACT-SPECIFIC TERMS AND CONDITIONS

5.1 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee ("Revenue Share") to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it.

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals 3/4 of 1% of the total quarterly sales. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due at the time the quarterly sales or closeout report is submitted to the Department of Administrative Services. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total amount, and reporting period covered.

The Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/about/about-us/office-of-finance/revenue-share-form>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may offset any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share.

Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

5.2 - 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 Cooperative Purchasing Members under this Contract each calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of the sales reported must equal the price paid by all Cooperative Purchasing Members for purchases under this Contract during the reporting period. The sales to State agencies under this Contract are automatically reported in OhioBuys.

The Contractor must submit the quarterly sales reports to the State via OhioBuys. If no sales occur, the Contractor must still submit the quarterly sales report and show zero sales for the quarter on the report. The reports must be submitted no later than 30 days after the completion of the reporting period.

The Contractor must also submit a closeout report within 120 days after the expiration of this Contract. For purposes of this provision, the Contract expires on the physical completion of the last outstanding task or 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 sales report, then the closeout report should show zero sales.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

5.3 - INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

Notwithstanding any provision to the contrary, the Contractor reserves all rights in its intellectual property in any work (including any custom work) performed, including with respect to any playground or other equipment designed or manufactured by the Contractor. Nothing in this Contract, including the State of Ohio's Standard Terms and Conditions, shall serve to transfer or assign to the State of Ohio or any other entity any rights, title, or interest in the intellectual property that comes into existence through the Contractor's work under this Contract. The Contractor grants to the State of Ohio and any Participating Entities the right to use the Contractor's copyrighted materials, including Contractor's installation manuals and playground designs, for purposes of maintaining and repairing the equipment provided by the Contractor.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	1/1/2026	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional 24 months, effective 01/01/2026 through 12/31/2027. All other prices, terms and conditions remain unchanged.