

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.: RSC035456

CONTRACT ID: 35456

EFFECTIVE DATES: 4/1/2026 to 12/31/2027

SUPPLIER: BCI BURKE COMPANY, LLC

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. The state of Oregon is the lead entity for the Parks and Recreation Equipment and Installation and their Master Price Agreement number is PO-10700-00015859 "Price Agreement. This contract is administered by the state of Oregon, on behalf of BCI Burke Company, LLC. The state of Ohio has accepted prices as a result of Bid Number S-10700-00001200, which opened on 4/27/2022. The state of Oregon 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 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

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

For UNDEFINED :

Signed: _____

Ryan Bittner, CFO

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 THE STATE OF OREGON CAN BE FOUND BY CLICKING THE LINK BELOW

<https://naspo.valuepoint.org/portfolio/parks-and-recreation-equipment-and-installation-2023-2027/bci-burke-company-llc/>

2 - MASTER AGREEMENT

Master Agreement #: PO-10700-00015859

Consortium: NASPO

Contractor: BCI BURKE COMPANY, LLC

Participating Entity: State of Ohio

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

The entire scope of the products and services available through the Master Agreement.

2.1 - SCOPE

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

2.2 - 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.

2.3 - 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.

2.3.1 - ORDER OF PRECEDENCE

1. Ohio's Participating Addendum; 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.

2.3.2 - SUBCONTRACTORS

All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

3 - STANDARD TERMS AND CONDITIONS

The State of Ohio [Standard Terms and Conditions](#) (revised 03/31/25) govern this Contract and are incorporated as if fully rewritten herein.

3.1.1 - AMENDMENT 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.

3.1.1.1 - 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 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.

3.1.1.2 - 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.

4 - DEALERS

Dealer Name	Dealer ID	EOD Status
Snider Recreation Inc	1	