



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 5

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR GENERAL HARDWARE-TOOLS, PLUMBING, ELECTRICAL AND RELATED ITEMS

Attached are pages 1, 3, 4, and 9 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to update the Contract title/description effective 05/06/13.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Peggy Canada, CPPB
peggy.canada@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

OAKS ID NO.: 99520
Fastenal
2234 Wilson Road
Columbus, OH 43228
adwright@fastenal.com

;

OAKS ID NO.: 62489
D. Johnson Enterprises
912 Thayer Dr.
Columbus, OH 43230
lbates00@aol.com



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OPTIONAL USE CONTRACT FOR: GENERAL HARDWARE-TOOLS, PLUMBING, ELECTRICAL AND RELATED ITEMS*

CONTRACT No.: RS902113

EFFECTIVE DATES: 12/01/12 to 02/28/14

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a multi-state contract. The Nevada is the lead state for the Western States Contracting Alliance (WSCA) and their Master Price Agreement number is WSCA w5-2011 WSCA 1862 "Price Agreement. The state of Ohio has accepted prices as a result of Bid Number 1862, which opened on 03/01/11. This contract is administered by the State of Nevada Purchasing Division, on behalf of National Association of State Procurement Officials (NASPO). The State of Nevada 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, 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>

*Update Contract title effective 05/06/13.

Signed: _____
Robert Blair, Director Date

STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
GENERAL HARDWARE-TOOLS, PLUMBING, ELECTRICAL AND RELATED ITEMS *
MASTER PRICE AGREEMENT NUMBER 1862
AS ISSUED BY THE STATE OF NEVADA CAN BE FOUND BY CLICKING THE LINK BELOW

WSCA IFB# WSCA 1862

<http://www.aboutwsca.org/contract.cfm/contract/w5-2011>

STATE OF OHIO CONTRACT NUMBER RS902113

*Update Contract title effective 05/06/13

SPECIFICATIONS

- * I. SCOPE: To provide general hardware-tools, plumbing, electrical and related items in accordance with the Nevada Master Price Agreement Number 1862, 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 Fastenal Participating Addendum

- II. REVISIONS: The Contract will become effective 12/01/12 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, the State of Ohio Terms and Conditions shall supersede.

- 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.

*Update Contract description effective 05/06/13.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	05/06/2013	This amendment is issued to update the Contract title/description effective 05/06/13.
3	12/31/2012	This amendment is issued to indicate change to e-mail addresses.
2	12/27/2012	This amendment is issued to indicate change to e-mail address.
1	12/17/2012	This amendment is issued to indicate change of OAKS ID NO. from 99950 to 99520.