

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. 2

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, 6, 8 and 11 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 change the Contract title to General Hardware-Tools, Plumbing, Electrical and Related Items, and update contract analyst telephone number.

All other prices, terms and conditions remain unchanged.

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

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

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 Vendor ID NO.: 200241
W.W. Grainger, Inc.
5617 Enterprise Dr.
Lansing, MI 48911
E-Mail: Brenton.zinn@grainger.com

OAKS Vendor ID NO.: 82221
Superior Industrial Supply & Service
1690 Woodlands Dr. Suite 239
Maumee, OH 43537
E-Mail: customerservice@siss.cc

OAKS Vendor ID NO.: 203786
MRO Express LLC
4890 Duff Drive, Suite B
Cincinnati, OH 45246
E-Mail: mroexpress@fuse.net*



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

CONTRACT No.: RS902313

EFFECTIVE DATES: 01/01/13 through 01/31/2014

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a multi-user contract for Facilities, Maintenance, Repair and Operations with W.W. Grainger, Inc., under the National Joint Powers Alliance (NJPA). The National Joint Powers Alliance is a service cooperative authorized to provide cooperative purchasing services to its members. The state of Ohio Department of Administrative Services (DAS) is a member of NJPA and has accepted prices as a result of NJPA. The respective bid response, GPC Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions including special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Optional Use Contract.

This 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.

This Optional Use Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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 the 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>

*Indicates change to contract title.

Signed: _____
Robert Blair, Director Date

STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
PROGRAM ADDENDUM
FOR
GENERAL HARDWARE-TOOLS, PLUMBING, ELECTRICAL AND RELATED ITEMS*
MASTER CONTRACT
NATIONAL JOINT POWERS ALLIANCE (NJPA) AND
W.W. GRAINGER, INC. CAN BE FOUND
BY CLICKING THE LINK BELOW

NJPA Acceptance of Bid and Award RFP #102109- WWG

State of Ohio DAS/National Joint Powers Alliance/W.W. Grainger, Inc. Addendum*

*Indicates change to contract title.

SPECIFICATIONS

I. SCOPE:

- * To provide General Hardware-Tools, Plumbing, Electrical and Related Items as described in the National Joint Powers Alliance (NJPA) Office Supplies Program Master Agreement Number 102109-WWG that was issued on behalf of the National Joint Powers Alliance (NJPA).

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 WW Grainger Addendum*

II. REVISIONS:

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the NJPA Request For Proposal (RFP) #031210, NJPA Master Agreement Number 102109-WWG, and the state of Ohio DAS Terms and Conditions, the state of Ohio DAS Terms and Conditions shall supersede.

The following Standard and Supplemental Terms and Conditions have been revised to the language state herein:

- I.C.1.a. Termination for Default Any termination for default or cause requires that the State provide notice of breach and a reasonable opportunity to cure prior to termination. Only a termination made by the State which allowed a reasonable opportunity to cure will be considered by the State to be a termination for default or cause.
- II.B. Liquidated Damages If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor, after formal written notice identifies a specific procurement to which this clause applies. In the event of manufacturer shortage or product unavailability, the State will work with Contractor to negotiate a mutually acceptable reasonable alternative. This provision shall not apply to Source Products purchases.
- III.A. Invoice Requirements The Contractor must submit an original invoice or upon request an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information.
 - III.A.2. A description of what the Contractor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- IV.B. General Representations and Warranties The contractor warrants that the performance of the Contractor under this Contract will:
 - 1. Be in accordance with the sound industry standards and the requirements of this Contract and without any material defect.
- V.D. The Contractor must provide access to the requested records no later than ten (10) business days after the request the State or any party with audit rights.
- V.Q. Subcontracting The State, through the Department of Administrative Services, General Services Division Office of Procurement Services, 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 its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and

*Indicates change to contract title/description.

SPECIFICATIONS

In the event that any product delivered to any State Agencies, State Institutions of higher education and/or properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable, is recalled by Contractor's product supplier, matters relating to reimbursement of the purchase price, replacement product, shipping costs, storage and/or handling fees are to be addressed and resolved by the Contractor's product suppliers, with Contractor review and oversight facilitating customer satisfaction. Should the product supplier refuse or not fulfill a request of State Agencies, State Institutions of higher education and/or properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services as applicable, for reimbursement of the purchase price, replacement product, shipping costs and/or handling fee, the Contractor shall intercede on the customer's behalf to facilitate a favorable customer resolution through Contractor's contractual relationship with the product supplier or reimburse the purchase price, replace the product with a similar product and/or reimburse shipping storage handling fees to customer as Contractor's option.

III. PRIMARY CONTACT:

The primary contact individuals for this Addendum are as follows:

Primary entity contact for this addendum is:

Peggy J. Canada - Purchasing Standards Analyst, CPPB
DAS/GSD Office of procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
Office: (614) 644-1786*
FAX: (614) 485-1056
E-mail: peggy.canada@das.state.oh.us

The primary Contractor contact is:

Name: Brent Zinn – Government Sales Manager
W.W. Grainger, Inc.
5617 Enterprise Dr.
Lansing, MI 48911
Cell: (313) 701-5454
Fax: (517) 882-7438
E-mail: brenton.zinn@grainger.com
Web Site: www.grainger.com

*Indicates change to telephone number.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	04/10/13	This amendment is issue to indicate a change to contract title and contract analyst telephone number.
1	01/10/2013	This amendment is issued to indicate changes from Requirements to Optional Use Contract, GPC Standard and Terms and Conditions link, inception date, update to Participating Addendum link, contract verbiage, additional of Oaks Item ID. No. and change to e-mail address effective 01/10/2013.