

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 4 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 make a change to Contractor Revenue Share paragraph effective 11/21/2013.

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.ohio.gov](mailto: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 Vendor ID NO.: 84162  
W.W. Grainger, Inc.  
100 Grainger Pkwy.  
Lake Forest, IL 60045-5201  
[Brenton.zinn@grainger.com](mailto:Brenton.zinn@grainger.com)

OAKS Vendor ID NO.: 82221  
Superior Industrial Supply & Service  
1690 Woodlands Dr. Suite 239  
Maumee, OH 43537  
[customerservice@siss.cc](mailto:customerservice@siss.cc)

OAKS Vendor ID NO.: 203786  
MRO Express LLC  
4890 Duff Drive, Suite B  
Cincinnati, OH 45246  
[mroexpress@fuse.net](mailto:mroexpress@fuse.net)

OAKS Vendor ID NO.: 197021  
Reliable Products and Services  
1150 West 8 Street, Ste 257  
Cincinnati, OH 45206  
[dhobbs@rpsohio.com](mailto:dhobbs@rpsohio.com)

SPECIAL TERMS AND CONDITIONS

CONTRACT TERM: The term of this contract shall commence on January 1, 2013 and end on January 31, 2014 at the expiration of National Joint Powers Alliance (NJPA) RFP Award/Contract #102109-WWG.

CONTRACT RENEWAL: Renewal of this contract is limited to renewals authorized by NJPA Request for Proposal (RFP) # 031210 or that of any subsequent NJPA contracting instrument awarded to W.W. Grainger. Any subsequent renewal must be mutually agreed upon by the parties to this contract.

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 subdivision'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 the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

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 2.0% of the total quarterly sales reported for sales directed through Grainger. All sales through a dealer on this contract shall be paid at the rate of 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

\*Indicates change to Contractor Revenue Share paragraph.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
5	11/21/2013	This amendment is issued to make a change to Contract Revenue Share paragraph effective 11/21/2013.
4	08/19/2013	This amendment is issued to add a Landing Page and a Dealer to the contract effective 08/19/2013.
3	04/30/2013	This amendment is issued to indicate a change to OAKS Vendor ID. NO. for W.W. Grainger, Inc. effective 04/30/13.
2	04/10/2013	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.