

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. 1

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 COMMERCIAL FLOOR MAINTENANCE MACHINES

Attached are pages 5, 8, 10 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 Contractor from Reliable Products and Services to Net PAC International LLC effective with all purchase orders issued on or after 07/22/13.

All other prices, terms and conditions remain unchanged.

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

Gail Harper, CPPB
gail.harper@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):

0000197021
Reliable Products and Services
1150 W 8th Street, Suite 257
Cincinnati, OH 45206
dhobbs@rpsohio.com

0000174282
Net PAC International LLC
P.O. Box 32015
Columbus, OH 43232
colette@netpacintl.com

SPECIAL CONTRACT TERMS AND CONDITIONS

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 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.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

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

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted under this Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this Bid will be shipped F.O.B. destination, freight prepaid. Shipment will be made as indicated on the purchase order.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

AUTHORIZED DISTRIBUTOR OR MANUFACTURERS REPRESENTATIVE: Bidders responding to this Bid must be authorized distributors, dealers or representatives of manufacturers of the items Bid. Bidders may be required to submit proof of the above. If requested, Bidders will have seven (7) calendar days to provide proof of the relationship. If requested Bidders shall submit certification attesting that they are the manufacturer or an authorized dealer, distributor or manufacturer's representative of the products being Bid. This certification must be on the manufacturer's letterhead, signed by a duly authorized employee of the manufacturer.

ELIGIBLE PRODUCTS: All products or machines offered shall be new and unused and in current production. Remanufactured or refurbished products are not a part of this Contract. All products or machines offered must conform to the Technical Specifications.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- * Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

*Revised resulting from change in Contractor effective on all purchase orders issued on or after 07/22/13.

PRICE SCHEDULE *

OAKS ITEM # 25082

NET PAC INTERNATIONAL PRODUCTS AND SERVICES CATLOG LINK: [Click here to view the price list.](#)

No additional discounts offered from catalog price.

*Revised resulting from change in Contractor effective on all purchase orders issued on or after 07/22/13.

CONTRACTOR INDEX *

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS904213-3 (05/31/15)



Minority Business Enterprise (MBE)

0000174282
Net Pac International LLC
P.O. Box 32015
Columbus, OH 43232

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Colette Williams

Telephone: (412) 607-3908
FAX: (614) 834-3229
E-mail address: Colette@netpacintl.com

Preferred Method of Ordering: Email Colette@netpacintl.com

* Revised resulting from change in Contractor effective on all purchase orders issued on or after 07/22/13.

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|------------------|---------------|--|
| 1 | 07/22/13 | This amendment is issued to change Contractor from Reliable Products and Services to Net PAC International LLC effective with all purchase orders issued on or after 07/22/13. |