

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

REQUIREMENTS CONTRACT: INDUSTRIAL SUPPLIES & EQUIPMENT, LIGHTING PRODUCTS, JANITORIAL SUPPLIES AND EQUIPEMENT

CONTRACT No.: RS900510

EFFECTIVE DATES: 07/20/09 to 11/30/09

The Department of Administrative Services has agreed to participate in a multi-state contract. The state of Nevada is the lead state for the Western States Contracting Alliance (WSCA) and their Master Price Agreement number is WSCA IFB# WSCA 7066 "Price Agreement". The state of Ohio has accepted prices as a result of Bid Number WSCA 7066, which opened on 09/14/05. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), 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 Requirements Contract.

This Requirements 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 Requirements 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 volume of supplies and/or services as advertised in the Invitation to Bid.

**SPECIAL NOTE:** State agencies may make purchases under this Requirements 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 Requirements Contract may be directed to:

Jennifer Dammeyer, CPPB  
[Jennifer.Dammeyer@das.state.oh.us](mailto:Jennifer.Dammeyer@das.state.oh.us)

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



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

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
Hugh Quill, Director

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STATE OF OHIO  
PARTICIPATING ADDENDUM  
FOR  
INDUSTRIAL SUPPLIES & EQUIPMENT,  
JANITORIAL SUPPLIES & EQUIPMENT,  
LAMPS AND LIGHT FIXTURES  
  
MASTER PRICE AGREEMENT  
AS ISSUED BY THE STATE OF NEVADA CAN BE FOUND  
BY CLICKING THE LINK BELOW

WSCA IFB# WSCA7066

[Master Contract Number WSCA 7066](#)

[2008 Extension Market Basket and Discount Prices](#)

<http://www.aboutwsca.org/contract.cfm/contract/w5-2001>

State of Ohio Contract # RS900510

## PARTICIPATING ADDENDUM

### I. SCOPE

To provide Industrial Supplies & Equipment, Janitorial Supplies & equipment, Lamps and Lighting Fixtures as described in the Master Agreement (Western States Contracting Alliance – WSCA). This is a non-mandatory requirements contract. This Addendum shall apply to the state of Ohio 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.

### II. CHANGES

This Contract will become effective 07/20/09 for the state of Ohio and will follow the expirations dates and renewals as set forth in the Contract.

In addition to the Terms and Conditions listed in this IFB , the following requirements will apply to the state of Ohio.

#### [STATE OF OHIO TERMS AND CONDITIONS](#)

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the WSCA Invitation For Bid (IFB) document and the state of Ohio Terms and Conditions, the state of Ohio shall supersede.

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 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.

PARTICIPATING ADDENDUM

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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. 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 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  
General Services Division, Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may 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 forty-five (45) days after the end of the quarterly sales reporting period. The revenue share equals 1.0% 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Kevin L. Boyce and forward the check to the following address:

Department of Administrative Services  
General Services Division – Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within forty-five (45) 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 terminate or cancel this Contract.

PARTICIPATING ADDENDUM

FUEL SURCHARGES - The state of Ohio does not permit Fuel Surcharges to be assessed. Price increases related to fuel prices are accounted for in any market increases of the listed price, as well as allowable Temporary Fuel Adjustments.

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 1-2 days in stock items, 7-10 days out of stock items; after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jennifer Dammeyer, CPPB.

III. PRIMARY CONTACT

The primary participating entity contact for this participating addendum is as follows:

Jennifer Dammeyer, CPPB – Purchasing Standard Analyst  
Office of procurement Services – State of Ohio  
4200 Surface Road, Columbus, OH 43228  
(614) 644-6762 office  
(614) 644-1785 fax  
E-mail: [jennifer.dammeyer@das.state.oh.us](mailto:jennifer.dammeyer@das.state.oh.us)

The primary Contractor contact for this participating addendum is as follows:

Matt Otec – Government Sales Manager  
W.W. Grainger, Inc. (Grainger Industrial Supplies) Vendor ID #84162  
3640 Interchange Rd., Columbus, OH 43204  
(314) 749-4204 cell  
(314) 231-6506 fax  
E-mail: [matthew.otec@grainger.com](mailto:matthew.otec@grainger.com)  
Web: [www.grainger.com](http://www.grainger.com)

PRICE SCHEDULE

The following link contains pages with pricing information for market basket pricing and percentage discounts covered under this Contract.

UNSPSC : 31160000

[RS900510 GPO001 WSCA MARKET BASKET PRICING](#)

[RS900510 GPO001 PERCENTAGE DISCOUNTS](#)

[RS900510 GPO001 Signed WSCA Participating Addendum](#)

Account Set-Up

All account numbers must be set up online via [www.grainger.com](http://www.grainger.com). Any account numbers not set up through this website may result in inaccurate pricing and the Contractor may not be responsible for the correction of those invoices.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

Vendor ID # 84162  
WW Grainger Inc.  
3640 Interchange Rd.  
Columbus, OH 43204

BID CONTRACT NO.: RS900510 -01

DELIVERY: 1-2 days in stock items,  
7-10 days out of stock items

PAYMENT TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Matt Otec

Mobile: (314) 749-4204  
Fax: (314) 231-6506  
E-mail: [matthew.otec@grainger.com](mailto:matthew.otec@grainger.com)

Customer Service

Telephone: 614-276-5231  
Fax: 614-274-7335  
E-mail: [matthew.otec@grainger.com](mailto:matthew.otec@grainger.com)  
Internet Address: [www.grainger.com](http://www.grainger.com)

Account Set Up:

Internet Address: [www.grainger.com](http://www.grainger.com)

Grainger.com Technical Support:

Telephone: 1-888-361-8649

REMITTANCE ADDRESS:

84162  
WW Grainger Inc.  
100 Grainger PKWY  
Lake Forest, IL 60045

APPENDIX A - GRAINGER OHIO BRANCHES

Branch 152 – Blue Ash  
4420 Glendale-Milford Road  
Cincinnati, OH 45242  
Phone: 513-563-7100  
Fax: 513-563-6929

Branch 154 – Cincinnati  
939 West 8th Street  
Cincinnati, OH 45203  
Phone: 513-621-3900  
Fax: 513-621-5130

Branch 160 – Cleveland  
1035 Valley Belt Road  
Cleveland, OH 44131-1493  
Phone: 216-398-1880  
Fax: 216-398-7689

Branch 161 – Akron  
420 Kennedy Road  
Akron, OH 44305-4424  
Phone: 330-733-6311  
Fax: 330-784-3530

Branch 162 – Mentor  
7576 Tyler Blvd  
Mentor, OH 44060-4869  
Phone: 440-942-4499  
Fax: 440-942-3302

Branch 163 – Canton  
1721 6th Street, SW  
Canton, OH 44706-1203  
Phone: 330-588-9111  
Fax: 330-588-9410

Branch 175 – Mansfield  
1040 National Pky  
Mansfield, OH 44906  
Phone: 419-529-8410  
Fax: 419-529-8016

Branch 176 – Columbus  
3640 Interchange Rd.  
Columbus, OH 43204  
Phone: 614-276-5231  
Fax: 614-274-7335

Branch 177 – Worthington  
6999 Huntley Road  
Worthington, OH 43229  
Phone: 614-846-5220  
Fax: 614-846-4837

Br 206 – Fairfield  
8700 LeSaint Drive  
Hamilton, OH 45011  
Phone: 513-341-2060  
Fax: 513-341-2062

Br 207 – Franklin  
1455 East Second Street  
Franklin, OH 45005  
Phone: 937-743-3940  
Fax: 937-743-3942

Br 208 – Dayton  
2321 Needmore Rd  
Dayton, OH 45414  
Phone: 937-236-4260  
Fax: 937-275-2078

Branch 209 - Troy  
1781 West Main St.  
Troy, OH 45373  
Phone: 937-440-6753  
Fax: 937-440-6755

Branch 298 - Lima  
915 Industry Avenue  
Lima, OH 45804  
Phone: 419-228-1185  
Fax: 419-222-8390

Branch 952 – Youngstown  
360 Victoria Road  
Youngstown, OH 44515-2026  
Phone: 330-793-9381  
Fax: 330-799-5958

Branch 848 – Perrysburg  
1300 Third St.  
Perrysburg, OH 43551-4349  
Phone: 419-666-3320  
Fax: 419-666-1595