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

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

TABLE OF CONTENTS

CLAUSES	PAGE NO.
Scope	4
Linked Documents	3
Revisions	4
Cooperative Purchasing Contract	6
Standard Contract Terms & Conditions	4
Supplemental Contract Terms and Conditions	4 - 8
Contractor Revenue Share	6 - 7
National Joint Powers Alliance Information	3 & 8
Primary Contacts	8

CONTRACT ITEMS	
Contractor Index	9
Contract Price Schedule	10

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.

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 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.

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.

SPECIAL TERMS AND CONDITIONS

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.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Tax Identification Number to the Department. The Department does this so it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances for tax reporting purposes. If you are a vendor or contractor using your Social security Number as your Federal Tax Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Tax Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Tax Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Tax Identification Number.

EXECUTIVE ORDER 2011-12K: Governing the Expenditure of Public Funds for Offshore Services Link: Services provided under this contract are subject to limitations on off shoring. See Executive Order.pdf

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

Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor. For purchases under this Contract Grainger Product Sourcing suppliers will not be considered subcontractors.

S-1 Contract Components. This Contract consists of the complete invitation to Bid, including the instructions to Bidders, Terms and Conditions for Bidding, the Standards Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, and the following agreement; National Joint Powers Alliance ("NJPA") Vendor Agreements #102109-WWG, #091311-WWG, #110811-WWG and #1123011-WWG, each such agreement executed by and between NJPA and W.W. Grainger, Inc. (and collectively referred to hereafter as the "NJPA Contracts").

S-5. Term of Contract. This Contract is effective upon the projected beginning date on the invitation to *Bid or upon signature of DAS whichever is later in time. This Contract will remain in effect until each of the NJPA Contracts terminates as of their respective termination dates or until it terminates in accordance with the Ohio constitutional or statutory limitations in Paragraph I-1 of the Contract Terms and Conditions or unit it is cancelled or terminated whichever occurs first. State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, DAS may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

S-6. Contract Renewal. The Contract may be renewed, if accepted by Contractor, solely at the discretion of DAS for a period of one month. Any further renewals shall run concurrent with the renewal of each NJPA Contract and shall not exceed the term of the applicable NJPA Contract renewal period or lesser appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

S-11. Price Adjustments. In accordance Pricing and price adjustment terms of NJPA Contracts shall apply.

S-17. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of Procurement Services. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as request by the Office of Procurement Services if available through Contractor's standard reporting process. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

S-19. Product Recall. In the event product purchased has been recalled, Contractor shall work with its product suppliers to implement compliance with any rules or regulations of the U. S. Consumer Product Safety Commission and Implement its internal product recall/stop sale process to cause to be provided reasonable notification to any State Agencies, State institutions of higher education and for properly registered members of the Cooperative Purchasing Program of the Department of Administrative services, as applicable of any given product recall. Contractor represents that, through its standard supplier contract recall provisions, its product suppliers are required to immediately notify Contractor, in writing, of any potential or actual product recalls. Contractor further represents that it maintains an electronic capability of identifying customers who purchase products from Contractor which are later recalled by Contractor's product suppliers, and that should any product purchased by 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, be recalled, Contractor will promptly provide a list of customers to its product supplier for recall notification by the product supplier or its agent.

Should the product purchased by the customer be recalled and is not yet delivered to the customer, customer shall, upon becoming aware of a recall, either active or pending, prior to delivery of the product, notify Contractor of the recalled or potentially recalled product and request that Contractor cancel delivery of the product and refund the cost of the product to the customer or deliver a suitable replacement product to the customer should the customer request a replacement product.

*Indicates capitalization of lower case word.

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 handing 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.

PRICE SCHEDULE

The following links contain pages with the supported pricing under this Contract.

*http://www.grainger.com/Grainger/static/fos_ohiostate.html

For all purchases-OAKS ITEM ID: 23428

*Removed prior links and added landing page effective 08/19/13.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS902313-1 (01/31/14)

OAKS Vendor ID NO.: 84162
W.W. Grainger, Inc.
100 Grainger Pkwy.
Lake Forets, IL 60045-5201

DELIVERY: Per Contract Agreement

PAYMENT TERMS: Per Contract Agreement

CONTRACTOR'S CONTACT: Jordan Nauman*

Cell: (313) 701-5454
FAX: (517) 882-7438
E-Mail: Jordan.Nauman@grainger.com*

The following Contractor is an MBE – Pay Direct Dealer

OAKS Vendor ID NO.: 82221
Superior Industrial Supply & Service
1690 Woodlands Dr. Suite 239
Maumee, OH 43537

RS902313-2 (01/31/14)

CONTRACTOR'S CONTACT: Stan McCormick

Telephone: (419) 697-3700
FAX: (419) 867-2009
E-Mail: customerservice@siss.cc

The following Contractor is an MBE – Pay Direct Dealer

OAKS Vendor ID NO.: 203786
MRO Express LLC
4890 Duff Drive, Suite B
Cincinnati, OH 45246

RS902313-3 (01/31/14)

CONTRACTOR'S CONTACT: Chris Ellington

Telephone: (513) 896-1780
FAX: (513) 896-1894
E-Mail: generalmanager-vp@mroexpress.com*

The following Contractor is an MBE – Pay Direct Dealer

OAKS Vendor ID NO.: 197021
Reliable Products and Services
1150 West 8 Street, Ste 257
Cincinnati, OH 45206

RS902313-5 (01/31/14)

CONTRACTOR'S CONTACT: Daniel Hobbs

Telephone: (800) 427-1704
FAX: (800) 738-3517
E-Mail: dhobbs@rpsohio.com

*Indicates changes to e-mail addresses and contact person effective 01/09/2014.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	02/01/2014	This amendment is issued to notify the Contractor(s) and the using agencies this Contract will not renewed after the 01/31/2014 expiration date. These items are now available through State Terms Schedule (STS) agencies may utilize STS511 Contract No. 800339 to procure their requirements.
6	01/09/2014	This amendment is issued to make changes to e-mail addresses and contact person effective 01/09/2014.
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.