STATE OF OHIO

DEPARTMENT OF ADMINISTRATIVE SERVICES

GENERAL SERVICES DIVISION

OFFICE OF PROCUREMENT SERVICES

4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: ENTERPRISE - FACILITIES MAINTENANCE AND REPAIR AND OPERATIONS MRO AND INDUSTRIAL SUPPLIES

CONTRACT No.: RSC023972

CONTRACT ID: 23972

EFFECTIVE DATES: 1/1/2025 to 08/31/2026

SUPPLIER: W.W. GRAINGER INC.

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. NASPO ValuePoint is the lead entity for the Facilities MRO and Industrial Supplies and their Master Price Agreement number is MA 758 "Price Agreement. This contract is administered by Kentucky, on behalf of NASPO ValuePoint. The state of Ohio has accepted prices as a result of Bid Number RFP 758, which opened on 04/24/24. Kentucky completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, Standard Terms and Conditions become a part of this Mandatory Use Contract.

The 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.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed the number months allowed in the Master Agreement unless the Contracting Agency determines that additional renewal is necessary.

This Contract is available to all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio, 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 any volume of supplies and/or services.

This Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below;

For W.W. GRAINGER INC.:

Signed: E-SIGNED by Michelle Hammer on 2024-12-20 15:41:52 GMT

Michelle Hammer, Senior Government Sales Manager

For the OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

Signed: E-SIGNED by Kathleen C. Madden /RLG on 2024-12-20 15:59:25 GMT

Kathleen C. Madden, Director

1 - STATE OF OHIO PARTICIPATING ADDENDUM

STATE OF OHIO

PARTICIPATING ADDENDUM

FOR FACILITES MRO AND INDUSTRIAL SUPPLIES

AS ISSUED BY NASPO VALUEPOINT CAN BE FOUND BY CLICKING THE LINK BELOW

NASPO MASTER AGREEMENT PAGE

2 - MASTER AGREEMENT

Master Agreement #: MA 413

Consortium: NASPO VALUEPOINT

Contractor: W.W. GRAINGER, INC.

Participating Entity: State of Ohio

The following products or services are included in this contract portfolio:

All products and services listed in the Master Agreement

Exclusions: The following goods or services are excluded from this participating addendum:

Value Added Services and Sourced Products

This does not exclude the following Value Added Services: Warehouse Management Solutions, Disaster Recovery Plans and Services, and Use of Diverse Suppliers.

3 - PARTICIPATING ADDENDUM TERMS AND CONDITIONS

3.1 - SCOPE

This addendum covers the Facilities MRO and Industrial Supplies led by Kentucky for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

3.2 - PARTICIPATION

This Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3.3 - PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions.

3.3.1 - ORDER OF PRECEDENCE

1. Ohio's Participating Addendum; Ohio's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated Terms and Conditions and applicable exhibits to the Master Agreement)
3. Contractor's response to the Lead State's solicitations;
4. The Lead State's Solicitation including all Addendums.

3.3.2 - STANDARD TERMS AND CONDITIONS

State of Ohio Standard Terms and Conditions (revised 03/01/24) will apply to this Contract.

3.3.3 - AMENDMENT TO THE CONTRACT TERMS AND CONDITIONS
The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.3.3.1 - CONTRACTOR REVENUE SHARE
The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals ¾ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, https://das.ohio.gov/revenueshareform.

Credit Card Payments:

To pay by credit card, use the following link, https://epay.das.ohio.gov/Payment, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

3.4 - 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 Cooperative Purchasing Members 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.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than 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.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

3.5 - MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE DEALERS

The State is committed to making State contracts and opportunities available to Minority Business Enterprises (MBE) certified by the Ohio Department of Development (DOD) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. As provided in the Master Solicitation, Contractors are authorized to add MBE dealers to the contract. Once the MBE dealers are selected, agencies may elect to make open-market purchases directly through the Contractor or perform a request for quote, soliciting the MBE dealers selected by the Contractor, through a sheltered-market competition to receive set-aside credit in accordance with Section 125.081 of the Ohio Revised Code.

In order to add MBE dealers, the Contractor must:

Utilize a sheltered-market, competitive process to which only Ohio certified MBE's may respond;

Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and

Require the Ohio Certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

Multiple MBE dealers should be awarded as part of this process. Any awarded dealers must be an Ohio certified MBE as of the contract award date. For more information regarding MBE certification requirements, including a list of Ohio Certified MBE businesses, please visit DOD, Minority Business Development Division web site at: https://development.ohio.gov/business/minority-business/business-certifications/minority-business-enterprise-program

3.6 – DEALERS

Dealer Name
Brown Enterprise Solutions LLC
Net Pac International LLC
Square One Solutions LLC