

**MASTER AGREEMENT # 8496
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**Facilities Maintenance and Repair &
Operations (MRO) and Industrial Supplies**
Lead by the State of **Oregon**

Master Agreement #: 8496

Contractor: **W.W. Grainger, Inc. (Contractor)**

Participating Entity: **State of Ohio**

The following Goods or services are included in this Addendum:

- All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website with the below exception.

The following Goods or services are exclusions in this Addendum:

- 3.13 Additional Value added solutions, 3.14 Installation, and 3.15 Sourced Products as appear on pages 39-41 of the Master Agreement.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, 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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Megan Burke
Address: 100 Grainger Pkwy
Lake Forest, IL 60045
Telephone: (513) 225-6424
Fax: (513) 621-5230
Email: Megan.burke@grainger.com

Participating Entity

Name: Adam Williamson
Address: 4200 Surface Rd.
Columbus, OH 43228
Telephone: (614) 466-6746
Fax: (614) 485-1056
Email: Adam.williamson@das.ohio.gov

4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

SPECIAL TERMS AND CONDITIONS

ORDER OF PRIORITY: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Consortium Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

The State of Ohio Standard Contract Terms may be accessed through the following link: [State of Ohio Standard Terms and Conditions \(Rev. 05/15/20\)](#).

AMENDMENTS TO STATE OF OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the State of Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the State of Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

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 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 Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys 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.

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. The revenue share is included in the contracted price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing Members 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 may pay the revenue share amount due by check or, online with a credit card by visiting: epay.das.ohio.gov/Payment.

For payments made by credit card, the Contractor must provide the Quarterly Sales Report and Revenue Share Remittance forms to csc@ohio.gov.

For payments made by check, the Contractor must make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Quarterly Sales Report and Revenue Share Remittance form.

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 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 this Contract.

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 Administrative Services (DAS) 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.

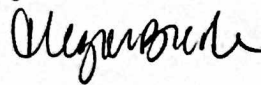
In order to add MBE dealers, the Contractor must:

- ◆ Utilize a sheltered-market, competitive process to which only Ohio certified MBEs 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 the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/Equal-Opportunity>

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Ohio Department of Administrative Services	Contractor: W.W. Grainger, Inc.
Signature:	Signature: 
Name:	Name: Megan Burke
Title:	Title: Government Sales Manager
Date:	Date: 1/4/2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development
Coordinator:
Telephone:
Email:

Ted Fosket

(360) 339-7998
tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]***