



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

GOVERNMENT PRICING SCHEDULE

AGREEMENT NUMBER: MMA7650

EFFECTIVE DATES: 07/09/2021 TO 06/30/2023

The Department of Administrative Services has completed the evaluation and analysis of the Master Maintenance Agreement (MMA) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Master Maintenance Agreement.

This Master Maintenance Agreement is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This Master Maintenance Agreement is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the Master Maintenance Agreement.

State agencies may make purchases under this Master Maintenance Agreement up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$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.

This Master Maintenance Agreement and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Mettler Toledo LLC

MASTER MAINTENANCE AGREEMENT

Index No. MMA491

Eff. Date 07/09/2021

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CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000067000

Mettler Toledo LLC
1150 Dearborn Drive

Worthington, OH 43085

0000067000

Mettler Toledo LLC
1900 Polaris Parkway
Columbus, OH 43240

MMA7650

Contractor Contacts:

Ms. Devin McFadden

Telephone: (614) 226-8740

Fax: (614) 985-8012

Email: devin.mcfadden@mt.com

Ms. Tami Paquette

Telephone: (614) 438-4539

Fax:

Email: tami.paquette@mt.com

Delivery:

See Notes Section

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: \$150,00.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 4115.31, through 4115.35, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

41111500 - Weight measuring instruments

NOTES:

The following are mutually agreed upon exceptions to the Standard Terms and Conditions and take priority over conflicting or inconsistent terms with the Standard Terms and Conditions.

1. Standard Terms and Conditions, Section I. Contract Term Provisions, Subsection C Termination/Suspension, Subsection 1, first sentence shall be amended to read:

If Contractor fails to materially perform its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

2. Standard Terms and Conditions, Section II. Contract Remedies, Subsection A. Actual Damages, paragraph shall be amended to read:
Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default.

3. Standard Terms and Conditions, Section II. Contract Remedies, Subsection B. Liquidated Damages, paragraph shall be amended to read:
If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 0.75% of the value of the order, deliverable or milestone that is the subject of the default, for every day up to thirty days (30) that the default is not cured by the Contractor.

4. Standard Terms and Conditions, Section IV. Contractor Warranty and Liability Provisions, Subsection B. General Representations and Warranties, Subsection 3, the paragraph is amended to read:
Notwithstanding anything to the contrary contained herein, all warranties with respect to any goods and/or services from Contractors that are purchased under this agreement are warranted solely in accordance with Contractor's standard warranty, which can be found at mt.com/terms. Contractor's disclaims all other conflicting warranties.

5. Standard Terms and Conditions, Section IV. Contractor Warranty and Liability Provisions, Subsection C. Indemnity, the paragraph shall be amended to read:

The Contractor will indemnify the state for any all claims, damages, law suits, costs, judgements, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that is directly caused by and to the extent of Contractor's, its employees, agents of subcontractors negligence in the performance of this Agreement.

6. Standard Terms and Conditions, Section IV. Contractor Warranty and Liability Provisions, Subsection D. Limitation of Liability, paragraph 3 shall be added:

3. Notwithstanding, Contractor is not liable for any loss, claim, expense, or damage caused by, contributed to, or arising out of the acts or omissions of Buyer, whether negligent or otherwise. In no event will Contractor's aggregate liability for any and all types of damages or losses related to this contract or the equipment, software, or services sold, licensed, or delivered pursuant hereto exceed the three times (3x) the value of the contract, whether based in contract, warranty, indemnity, or tort (including negligence).

7. Special Terms and Conditions, Section IV. Merchandise Provisions, Subsection C. Equipment Warranty, section shall be amended to read:

Absent a separate written warranty contractor issues buyer, contractor expressly warrants its equipment, software, and services solely as set forth in this section. To the fullest extent allowed by law, contractor disclaims all other warranties, either express or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). These warranties may be transferred to a subsequent purchaser of equipment or a subsequent licensee of software only with contractor's prior written consent. In addition, the following constitutes buyer's sole and exclusive remedies for any breach by contractor of this warranty.

A. Contractor warrants that under normal use: (i) its equipment, except for replacement parts, will be free from defects in workmanship and materials for 1 year from the date of original installation/use, or 18 months from the date it is shipped from Contractor, whichever occurs first; and (ii) replacement parts will be free from defects in workmanship and materials for 90 days from delivery. Should the defects described be found and reported during the term of the warranty, Contractor will, at its option, refund the purchase price, replace the equipment, or correct the defects by furnishing replacement parts and labor free of charge. Travel up to 80 kilometers (50 miles) from Contractor's nearest service representative or authorized service provider is free of charge for valid warranty claims.

B. If it is properly installed according to specifications and system requirements, Contractor warrants the software it develops will perform substantially the functions described in the software documentation it provides or, in the absence of any software documentation, as otherwise agreed in writing. Contractor does not warrant that the software is error-free, that State will be able to operate the software without interruption, that third party interfaces or systems connected to the software will operate without interruption, or that the software will be free of vulnerability to intrusion or attack. Absent a separate warranty Contractor communicates to State in writing, the warranty period for equipment operating software is the same as the warranty period for the equipment it's purchased with. The warranty period for any other software or software feature is 90 days from the date of delivery. For avoidance of doubt, our warranty includes bug fixing, but excludes any new features. Except as may be agreed otherwise in writing, Contractor provides no warranty for software specifically developed, amended, or customized for State. These warranties also apply to any new releases and service Contractor may deliver in the future.

C. Contractor warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and State gives Contractor prompt written notification, Contractor will supply the necessary service, direction, or consultation to correct the nonconformity.

The foregoing warranties are further subject to the following general conditions: (i) Consumables, accessories, normal wear and tear, wear parts, and perishables are expressly excluded. (ii) If State requests warranty work during non-standard work times State will be charged for premium time. (iii) These warranties do not apply where Contractor's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure by State to ensure proper storage, operation and/or maintenance, installation or servicing by personnel Contractor doesn't authorize, the addition or supply of equipment or software not approved for incorporation into Contractor's, environmental or operational conditions, or software or interfacing State or a third party provide and any other causes Contractor is not responsible for. (iv) Contractor does not warrant the calibration of any equipment. Contractor does, however, warrant its equipment to be capable of being adjusted to meet Contractor's printed specifications, if any, for accuracy for the period of warranty above stated when properly installed and used. (v) Products of other manufacturers that Contractor sells are warranted by Contractor solely to the extent of any remaining warranty provided by the original manufacturer. (vi) If Contractor repairs equipment, such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Contractor. Unless State gives Contractor written notice.

8. Special Terms and Conditions, Section VI. Ownership/Title Provisions, Subsection A. Acceptance, the second sentence is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything to the contrary contained herein and notwithstanding any latent defects, the State will have up to thirty (30) days after delivery to inspect and accept the deliverables provided for each order under this Agreement. Any Contractor deliverable not rejected in writing by the State within 30 days of delivery is deemed accepted, and all remedies for defects and non-conformity will be subject solely to Contractor's standard warranty, which can be found at www.mt.com/terms."

9. Special Terms and Conditions, Section VI. Ownership/Title Provisions, Subsection C. Ownership of Deliverables, the section shall be amended to read: The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Preexisting Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that and obtain written approval from the State for doing so in advance. On request of the Contractor, the State will incorporate any proprietary notice of the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

Response Times for Repairs for Weigh Stations:

- * Eight (8) hour response by phone or email upon notification by the Ohio State Highway Patrol (OSHP) / License and Commercial Standards (LCS)
- * Two (2) business day response upon notification by the OSHP / LCS for a issue that does not cause the weigh station to close.
- * One (1) business day response upon notification by the OSHP / LCS for an issue that is a safety concern or causes the weigh station to close.

Service Hours are as follows:

- Regular Hours are between 7:00 AM and 5:00 PM
- After Hours are between 5:00 PM and 7:00 AM
- State Observed Holidays can be found on the website: Ohio.gov