



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2017-03-07

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 PBKINDEQ11	Procurement Folder: 211
Document Name: Change Order No. 4 - PBKINDEQ11	Reason for Modification:
Document Description: PIGGYBACK OF WSCA CONTRACT FOR INDUSTRIAL SUPPLIES AND EQUIP	Change Order No. 4 - to extend the contract under the same terms and conditions.
Procurement Type: Central Master Agreement	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2014-03-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2018-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000178513 GRAINGER DIV W W GRAINGER INC 3000 7TH AVE WEST  CHARLESTON WV 25387  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mike Sheets Requestor Phone: (304) 558-0492 Requestor Email: william.m.sheets@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

Total Order Amount	Open End
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AGENCY COPY

2/3/17

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 3/14/17 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE MAR 16 2017
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3/16/17

**Extended Description:**

Change Order No. 4 - To extend the original contract according to all terms, conditions, prices and specifications contained in the original contract and all authorized change orders. No change in contract total.

Effective date of extension 07/01/2017 through 06/30/2018

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	27110000			EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

Commodity Line Description: TOOLS, ALL VARIETIES INDUSTRIAL EQUIP / SUPPLIES

**Extended Description:**

PBKINDEQ11	<b>Document Phase</b> Draft	<b>Document Description</b> PIGGYBACK OF WSCA CONTRACT FOR INDUSTRIAL SUPPLIES AND EQUIP	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



JIM JUSTICE  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

JOHN A. MYERS  
CABINET SECRETARY  
DAVID TINCHER  
DIRECTOR

March 3, 2017

Mr. David Hines  
Senior Government Sales Manager  
W. W. Grainger, Inc.  
201 RIDC Park West Drive  
Pittsburgh, PA 15275

Subject: Contract# INDEQP

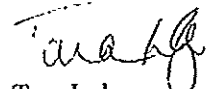
Dear Mr. Hines:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are July 1, 2017 through June 30, 2018. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

  
Tara Lyle  
Buyer Supervisor

Attachment

*We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.*

  
Name/Signature

3/7/2017  
Date

SR GOVT SALES MGR.  
Title

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**FACILITIES MRO Contracts**  
Administered by the State of Nevada (hereinafter "Lead State")  
**MASTER PRICE AGREEMENT**  
**W.W. Grainger, Inc.**  
Nevada Contract Number: 1862  
(Hereinafter "Contractor")  
And  
State of West Virginia  
(Hereinafter "Participating State")

Page 1 of 3

1. Scope: This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for **all categories and for all states (entities)** authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:  
(These modifications or additions apply only to actions and relationships within the executing Participating State.)  
**Changes: Contract Extended Through June 30, 2018**

4. Lease Agreements:  
**Lease Agreements Are NOT Authorized By This Contract**

5. Primary Contacts: The primary government contact individuals for this participating addendum are as follows (or their named successors):

**Lead State**

**Name:** Gail Burchett  
**Address:** Nevada Department of Administration, Purchasing Division,  
515 E. Musser Street, 3<sup>rd</sup> Floor, Carson City, NV 89701  
**Telephone:** (775) 684-0172  
**Fax:** (775) 684-0188  
**E-mail:** [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us)

**Contractor**

**Name:** David Joyce, Senior Director  
**Address:** W. W. Grainger, Inc., 100 Grainger Parkway  
Lake Forest, IL 60045  
**Telephone:** (678) 629-5335  
**E-mail:** [David.Joyce@grainger.com](mailto:David.Joyce@grainger.com)

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
FACILITIES MRO Contracts  
Administered by the State of Nevada (hereinafter "Lead State")  
MASTER PRICE AGREEMENT  
W.W. Grainger, Inc.  
Nevada Contract Number: 1862  
(Hereinafter "Contractor")  
And  
State of West Virginia  
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**Participating State (Entity)**

**Name: West Virginia Purchasing Division  
Address: 2019 Washington Street, East Charleston, WV 25305  
Telephone: 304-558-2306  
Fax: 304-558-4115  
E-mail: David.R.Tincher@wv.gov**

**6. Subcontractors:**

**NO servicing subcontractors are permitted under this contract.**

**7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 1862.**

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.**

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
FACILITIES MRO Contracts**

**Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT**

**W.W. Grainger, Inc.**

Nevada Contract Number: 1862

(Hereinafter "Contractor")

And

State of West Virginia

(Hereinafter "Participating State")

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9. Administrative Fee/Rebate: Acceptance ?  Yes No

Grainger will provide a 1% Base Administrative Fee to any Participating State that indicates its acceptance of the Fee by checking yes in the above box. The 1% Fee shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments.

10. Single Award Administrative Fee/Rebate: Acceptance?  Yes No

To the extent that Participating State issues Grainger a single, exclusive, sole award to provide maintenance, repair and operating ("MRO") products as set forth in the Price Agreement, Grainger will provide the Participating State with an additional 2% Single Award Administrative Fee, such Fee to be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement (in that State) less any freight, taxes, returns, credits or other adjustments. As part of the Single Award offer Grainger will also provide the State with a Market Basket of 100 critical items for the State that will be aggressively priced ("Customized Market Basket"). Participating State will be eligible for such Single Award Administrative Fee and the Customized Market Basket for so long as Grainger is the sole provider of MRO products to the State. To the extent that the Participating State issues other contracts covering MRO products, Grainger has the right to terminate providing the Single Award Administrative Fee of 2% and Customized Market Basket. Please indicate your acceptance of the Single Award terms and conditions and the Fee by checking the box above.

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

Participating State/Entity: State of West Virginia	Contractor: W W GRAINGER, INC.
By: 	By: 
Name: W. Michael Sheets	Name: DAVID A. HINES
Title: Deputy Director	Title: SR. GOVT SALES MGR
Date: 03/07/17	Date: 3/7/2017



**AMENDMENT #3**

**A Contract between the NASPO ValuePoint  
Acting by and through the State of Nevada  
Department of Administration, Purchasing Division  
515 E Musser Street, Room 300  
Carson City Nevada 89701  
Contact: Gail Burchett, Purchasing Officer  
Telephone: (775) 684- 0172 ● Facsimile: (775) 684-0188**

And

**W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, Illinois, 60045  
Contact: David Joyce, Senior Director, government Co Ops  
Telephone: (770) 696-1227 ● Email [David.joyce@grainger.com](mailto:David.joyce@grainger.com)**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1862 and dated March 1, 2011, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The purpose of this amendment is to extend the current contract for an additional one –year to allow time for solicitation of a new request for proposal. The new expiration date will be June 30, 2018.

**Current Contract Language:**

This contract shall be effective from March 1, 2011 subject to NASPO ValuePoint Management Board approval to June 30, 2017, unless sooner terminated by either party as specified in paragraph (21).

**Amended Contract Language:**

This contract shall be effective from March 1, 2011 subject to NASPO ValuePoint Management Board approval to June 30, 2018, unless sooner terminated by either party as specified in paragraph (21).



IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

David Joyce  
Independent Contractor's Signature

2/21/17  
Date

Sp. Director GOVT CO-OPS  
Independent Contractor's Title

Jeffrey Haag  
Jeffrey Haag

2-21-2017  
Date

\_\_\_\_\_  
Administrator, Purchasing Division

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On:

23 Feb 17

\_\_\_\_\_  
Date