



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

# Purchase Order

PURCHASE ORDER NO.  
 PBKINDEQ11

PAGE  
 1

BLANKET RELEASE  
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CHANGE ORDER  
 2

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*709024005 06 304-545-4505  
 GRAINGER DIV W W GRAINGER INC  
 3000 7TH AVE WEST  
  
 CHARLESTON WV 25387

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

## AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/23/2014		NET 30		361150280			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	06/30/2011		445-00-99-000				
CHANGE ORDER #02  THIS CHANGE ORDER HAS BEEN ISSUED TO REPLACE THE PARTICIPATING ADDENDUM PROVIDED IN CHANGE ORDER ONE WITH THE ATTACHED CORRECTED PARTICIPATING ADDENDUM.  EFFECTIVE DATES: 03/01/2014 THROUGH 02/28/2017  ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.  THERE ARE NO ADDITIONAL CHANGES TO THE CONTRACT.  TOOLS, ALL VARIETIES INDUSTRIAL EQUIP / SUPPLIES  PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED  MAY 1 2014  <i>Beverly Toler</i>	
APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END TOTAL	

*Dalton*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42 304-558-2306  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**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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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:**  
Changes: Contract Extended through February 28<sup>th</sup>, 2017

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:** Doug D'Alessio, Senior Government Sales Manager  
**Address:** W. W. Grainger, Inc., 100 Grainger Parkway  
Lake Forest, IL 60045  
**Telephone:** (916) 503-0229  
**Fax:** (916) 471-0515  
**E-mail:** [Doug.M.D'Alessio@grainger.com](mailto:Doug.M.D'Alessio@grainger.com)

**Participating State (Entity)**

**Name:** Martin Anderson, Deputy Commissioner

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**Address:** 2019 Washington Street East, Charleston, WV 25305  
**Telephone:** 304-558-2538  
**Fax:** 304-558-0006  
**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.

**9. Administrative Fee/Rebate:** Acceptance? (circle)  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

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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? (circle)  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 250 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.

**11. The State elects to receive Grainger's Growth Incentive: Acceptance? (circle)  Yes  No**

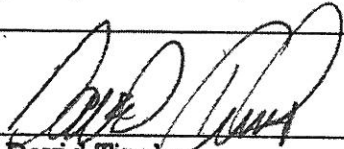
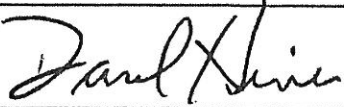
To the extent that Participating State issues Grainger a single, exclusive, sole award to provide maintenance, repair and operating ("MRO") products as set forth in the Price Agreement, Grainger will provide the Participating State with an Annual Growth Incentive 3% for 10% Incremental Growth (Incentive paid on incremental purchase dollars).

**12. The State elects to receive Grainger eCommerce Rebate: Acceptance? (circle)  Yes  No**

1% of total purchases through an eCommerce platform (i.e. Grainger.com, Punch-Out, and SAP Connection). Incentive paid on all eCommerce purchase dollars purchased by State Agencies (excluding Political Sub-divisions. i.e. local government and educational organizations).

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

Participating State/Entity:	Contractor: <b>WW GRAINGER</b>
By: 	By: 
Name: David Tincher	Name: David Hines
Title: Purchasing Director	Title: Senior Government Sales Manager
Date: 8/19/14	Date: 12/28/2014

[Additional signatures as required by Participating State]

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: WV Dept of Administration  
PURCHASING DIV

Signed: [Signature]

Title: DIRECTOR, PURCHASING DIV

Date: 3/19/14

Company Name: WW GRANGER

Signed: [Signature]

Title: SR GOVERNMENT SALES MANAGER

Date: 2/28/2014