



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: 2017-02-16

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. 3 - PBKINDEQ11	Reason for Modification:
Document Description: PIGGYBACK OF WSCA CONTRACT FOR INDUSTRIAL SUPPLIES AND EQUIP	Change Order No. 3 - to extend the contract under the same terms, conditions and pricing as the original contract.
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: 2017-06-30

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

AGENCY COPY

Total Order Amount Open End

TL 2/16/17

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 2/16/17 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 2/22/17 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order No. 3 - 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 03/01/2017 through 06/30/2017.

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
	Service From	Service To			

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

Extended Description:

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

See attached document(s) for additional Terms and Conditions

**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, 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, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: 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

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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.

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WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
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Nevada Contract Number: 1862
(Hereinafter "Contractor")
And
State of West Virginia
(Hereinafter "Participating State")

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: <i>State of West Virginia</i>	Contractor: W W Grainger, Inc.
By: 	By: 
Name: <i>W. Michael Sheets</i>	Name: <i>DAVID A HINES</i>
Title: <i>Deputy Director</i>	Title: <i>SR. GOVT SALES MGR</i>
Date: <i>02/16/17</i>	Date: <i>2/14/2017</i>



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

February 9, 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 March 1, 2017 through June 30, 2017. 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

2/14/2017

Date

SR. GOVT SALES MGR

Title

AMENDMENT #2

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

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. This amendment will be for the extension of this contract for an additional 120 days so participating addendums can be properly negotiated for the new Facilities MRO contract. The new expiration date will be June 30, 2017.

Current Contract Language:

This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 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 WSCA Board of Directors' approval to June 30, 2017, unless sooner terminated by either party as specified in paragraph (21).

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

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 Jager
Independent Contractor's Signature

1/18/17
Date

Sr. Director, Gov SALES
Independent Contractor's Title

Jeffrey Haag

1-30-2017
Date

Administrator, Purchasing Division

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On:

25 Jan 17

Date