Participating Addendum N-2025-MRO-0001 for Facilities MRO & Industrial Supplies between the State of Alaska and W.W. Grainger, Inc.

This Participating Addendum is entered into by **the State of Alaska** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA **758 2500000413**, executed by Contractor and the Commonwealth of Kentucky ("Lead State") for Facilities MRO and Industrial Supplies ("Master Agreement"):

W.W. Grainger, Inc. ("Contractor")
100 Grainger PKY STE B4T46
Lake Forest, IL 60045

I. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Aaron Boock	Guillermo Castillo
Government Sales Manager	Contracting Officer III
aaron.boock@grainger.com	guillermo.castillo@alaska.gov
253-358-5527	1-907-795-6298

Any notice required herein shall be sent to the above.

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **January 1st, 2025,** whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts and may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory, applicable provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. This Addendum and any orders placed through this Addendum are governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Products and Services All products and services available through the Master Agreement (Categories 1-15, Nationwide) may be offered and sold by Contractor to Purchasing Entities. Value Added Services from the Technical Prp and other value elements included in this Addendum are detailed in Exhibit 1.

b. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ninety (**90**) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum("PA") Number on an Order and NASPO ValuePoint Master Agreement along with the contact name and information for the purchasing entity. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

a. **Required Reports:** Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: description of items purchased, date of purchase, contract price, retail price, the extended price for each transaction, and purchasing entity. Purchasing entities include those eligible mentioned in section III of this participant addendum. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

b. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.

ii. Administrative fee checks shall be submitted to:

State of Alaska
Department of Administration
ATTN: Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.

iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

v. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15

vi. The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Vendors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: https://doa.alaska.gov/dof/vendor.html.

c. Any quarter with zero sales must be reported as zero sales. This should still go to doa.dss.vendorreport@alaska.gov, with a Cc to the assigned contracting officer if desired, but the vendor reporting email should always be the primary email for these reports, with or without sales.

IX. **CANCELLATION.** By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum (Alaska Administrative Order No. 352).

X. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XI. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
RFP 758 2400000228 Technical Response from W.W. Grainger, Inc.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR: W.W. Grainger, Inc.	**PARTICIPATING ENTITY:** State of Alaska
Signature Aaron Boock	**Signature** Guillermo Castillo
Printed Name Aaron Boock	**Guillermo Castillo**
Title Government Sales Manager	**Contracting Officer III**
Date 11/26/2024	**Date** 11/27/2024

Exhibit 1

W.W. Grainger, Inc. (Grainger), awarded Master Agreement Number 758 2500000413 by the Commonwealth of Kentucky for Facilities MRO and Industrial Supplies (NASPO), presents this summary to the State of Alaska in context of its Participating Addendum to the Master Agreement. The offer encompasses Grainger's entire catalog, including Sourced Products and Services.

Discount Percentages

Contractor has been awarded all products and services in the awarded categories below.

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	17%
2. Fasteners	34%
3. Material Handling	10%
4. Plumbing Equipment	20%
5. Power Sources	18%
6. Landscaping and Outdoor Supplies and Equipment	13%
7. Lamps, Lighting, Ballasts, and Equipment	22%
8. Heating, Ventilation, Air Conditioning (HVAC)	16%
9. Hand Tools	12%
10. Power Tools	10%
11. Electrical Supplies and Equipment	23%
12. Paint and Related Supplies	13%
13. Security	17%
14. Safety	19%
15. Other	5%

- **Category 15: Other** Contractor is allowed to sell other items related to MRO but not specifically listed above except for excluded items.

- **Value Added Services** are provided under the Master Agreement and include Installation of Products and Services, Warehouse Management Solutions, Inventory Management, Disaster Recovery Plans and Services and a Diverse Supplier Network.

- **RETURN POLICY:**
Grainger's standard return process is as follows:
GRAINGER 30-DAY SATISFACTION GUARANTEE: Customers can return a Grainger Catalog product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis. RETURNS AFTER 30 DAYS: Unless otherwise noted, a customer can also return Grainger Catalog product for up to one (1) year from date of

invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a “Final Sale” basis as defined below cannot be returned. “Sourced Product” is subject to the manufacturer’s return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.

FINAL SALE ITEMS: Items sold on a “Final Sale” basis include: (i) Custom items; (ii) Purchases made under the Custom Product Center on Grainger.com; (iii) Special-order items; (iv) Emergency response items; (v) Items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable” ; and (vi) Any other items that Supplier may designate as a “Final Sale”.

- **Warranty:** In addition to any manufacturer warranty, Grainger warrants products against defects in material and workmanship under normal use for a period of one (1) year after customer acceptance, unless otherwise stated. Warranty terms and conditions are provided below.

If Purchasing Entity is not satisfied with a product for any reason, Contractor will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Contractor.
LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY CONTRACTOR FOR USE IN GOVERNMENT.

CONTRACTOR WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM CONTRACTOR, UNLESS OTHERWISE STATED. CONTRACTOR MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY THE PURCHASING ENTITY. PURCHASING ENTITY MUST RETURN THE PRODUCT TO THE APPROPRIATE CONTRACTOR BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY CONTRACTOR, SHIPPING COSTS PREPAID. CONTRACTOR'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER, EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, CONTRACTOR DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. CONTRACTOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE.

Warranty Product Return. Before returning any product, Purchasing Entity may contact Contractor either by logging on to grainger.com/returns or calling Contractor’s Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

- **Trade Shows & Training Opportunities:** Eligible State employees may have access to Contractor hosted trade shows and training events. One such show is the Grainger Show, which is held every two years and brings together customers, suppliers, and sales team members for a 2 ½ day event encompassing educational classes for continuing education credits, access to manufacturer and supplier representatives, and hands on opportunities across MRO products, solutions, and services. Grainger Team Members and Supplier Representatives lead training certification courses, provide best practices, and address current challenges and trends in facility MRO. Invited State and local entity attendees require authorization from their respective ethics advisor prior to participation.