

PARTICIPATING ADDENDUM

FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND INDUSTRIAL SUPPLIES

Master Agreement #: **MA 758 2500000413**

Contractor: **W.W. Grainger, Inc.**

Participating Entity: **STATE OF MARYLAND**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *N/A*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies* led by the Commonwealth of Kentucky NASPO ValuePoint for use by state agencies and other entities located in the Participating State (all fifty states) authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Maryland*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	W.W. Grainger, Inc.
Address:	100 Grainger Pkwy., Ste. B4T46, Lake Forest, IL 60045
Telephone:	202-875-9580
Email:	Rachel.pace@grainger.com

Participating Entity

Name:	Matthew Smith
Address:	301 W. Preston St. M-4
Telephone:	410-767-3039
Email:	Matthew.Smith2@maryland.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. TERMINATION FOR CONVENIENCE:

Upon thirty (30) days written notice to the contractor, the performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the

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date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

2. TERMINATION FOR CAUSE (DEFAULT):

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Upon ten (10) days written notice to the Contractor and Contractor's failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

3. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

ELECTRONIC TRANSACTION FEE:

a. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.

b. The electronic transaction fee shall be submitted to the Office of State Procurement:

Fiscal Services Division, 301
W. Preston Street, Room 1309
Baltimore, MD, 21201

No later than Forty-five (45) calendar days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to dqs.statewidecontractsusagereport@maryland.gov.

c. Failure to remit transaction fees in a timely manner or remittance of fees

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inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party analysis of all contract activity.

d. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

4. ADDITIONAL DISCOUNTS OFFERED TO THE STATE OF MARYLAND AND PARTICIPATING ENTITIES:

Sub-Category Name	Additional Discount %
Batteries	27%
Power Transmission Belts	21%
Indoor LED Light Fixture	30%
Lamps	30%
Toilets, Urinals and Repair Parts	22%
Faucets, Hose Bibs and Hydrants	28%
Gloves and Hand Protection	27%
Receptacles and Containers	25%
Trash Bags	25%
Sinks and Wash Fountains	28%
Fall Protection	25%
Head Protection	25%

5. Lease Agreements: Reserved

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Maryland*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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8. State Emergency: All work must be performed and/or the contractor is required to have supplied the products/goods in compliance with FEMA guidance and policies found in Public Assistance Management Guide, FEMA-325, July 2007 and the 9500 series and associated amendments. (2 C.F.R. §200.326 and 2 C.F.R Pat 200 Appendix II. 2017 PA Program and Policy Guide (PAPPG) [V2.0]. The 2017 PAPPG (V2.0) is applicable to all emergencies and major disasters declared on or after April 1, 2017. It supersedes the 2016 PAPPG published on January 1, 2016.
All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract MA 758 2500000413 W.W. Grainger, Inc., 100 Grainger Pkwy., Ste. B4T46, Lake Forest, IL 60045, Christopher Carroll, 706-424-1743 and Participating State contract number **001B5600241.**"
9. Contractor understands that by entering into this Participating Addendum, it is subject to the Master Agreement and the State of Maryland's Terms and Conditions attached hereto as Attachment 1.

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

Participating Entity: Department of General Services	Contractor: W.W. Grainger, Inc.
Signature: <i>Matthew Smith</i>	Signature: <i>Rachel A. Pace</i>
Name: Matthew Smith	Name: Rachel A. Pace
Title: Procurement Officer	Title: Government Sales Manager
Date: 12/12/2024	Date: 12/10/2024.

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO VALUEPOINT

Cooperative Development Coordinator:	Daniel Salvato
Telephone:	502-564-5862
Email:	Daniel.salvato@ky.gov