

Participating Addendum Number MA 758 2500000413_ MPA 348
for
Facilities MRO and Industrial Supplies
between
State of Rhode Island
and
W.W. Grainger, Inc.

This Participating Addendum is entered into by State of Rhode Island ("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, State of Rhode Island Master Agreement Number MPA 348, 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.

Contractor's contact for this Participating Addendum is:

Erin Charbonneau
Government Sales Manager – New England
erin.charbonneau@grainger.com
617.680.5709

Participating Entity's contact for this Participating Addendum is:

Katherine Missell
Assistant Administrator, Contracts and Specifications
Katherine.missell@purchasing.ri.gov
401-574-8114

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 1/1/2025 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.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. 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.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- 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.** All products available through the Master Agreement (Categories 1-15, Nationwide) may be offered and sold by Contractor to Purchasing Entities.
Value Added Services as requested by Participating Entity:
Installation of Products and Services
Warehouse Management Solutions
Inventory Management
Disaster Recovery Plans and Services
Diverse Supplier Network
Discounts and Other Incentives



- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **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.
- d. 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 ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.
- e. The following changes are modifying or supplementing The Rhode Island Conditions of Purchase and/or Master Agreement terms and conditions:
 - i. Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et. seq.*
 - ii. The Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> are hereby incorporated into this Participating Addendum.
 - iii. General Conditions Addendum A, Schedule A1: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.
 - iv. Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
 - v. Vendor(s) must register in Ocean State Procures (OSP™) before a Participating Addendum may be executed.
 - vi. The Rhode Island Conditions of Purchase, Section 13.8 "Delivery", Subsection A.1. shall read:
Additional shipping charges, as defined by the carrier, for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.
- f. **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 Number on an Order. 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. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. *In 2017, the General Assembly amended the “State Purchases Act”, R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020, all MPA contracts shall be assessed the 1% contract administrative fee.*

- Quarterly Reporting and Administrative Fee Schedule: Usage reports are due within thirty (30) days following the end of quarter close. The usage report and administrative fee submission schedule is outlined in the table below. All reporting entries are based on Net Revenue Sale.

USAGE REPORT PROCESSING MONTH	USAGE REPORTS DUE BY	ADMINISTRATIVE FEE PAYMENT DUE BY
JANUARY 1 – MARCH 31	APRIL 30	MAY 31
APRIL 1 – JUNE 30	JULY 31	AUGUST 31
JULY 1 – SEPTEMBER 30	OCTOBER 31	NOVEMBER 30
OCTOBER 1 – DECEMBER 31	JANUARY 31	FEBRUARY 28

VIII. 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.

IX. INFORMATION TECHNOLOGY STANDARDS. (If Applicable)

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Updated Participating Addendum including State of Rhode Island terms and conditions
- b. W.W. Grainger, Inc. Exhibit 1 - Description of Goods and/or Services and Discount Percentages

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Erin Charbonneau
Government Sales Manager – New England
erin.charbonneau@grainger.com
617.680.5709

For Participating Entity:

Katherine Missell
Assistant Administrator, Contracts and
Specifications
Katherine.missell@purchasing.ri.gov
401-574-8114

XII. 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.

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:



Signature
[Erin Charbonneau](#)

Printed Name
[Government Sales Manager](#)

Title
[12/10/2024](#)

Date

PARTICIPATING ENTITY:

Signature
Amanda Rivers

Printed Name
Deputy Purchasing Agent

Title
[12/17/2024](#)

Date

Exhibit 1

Description of Goods and/or Services and Discount Percentages

SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

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%

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

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