Participating Addendum Number PO-10700-00041928
for
Facilities MRO and Industrial Supplies
between
State of Oregon
and
W.W. Grainger, Inc.

This Participating Addendum ("Addendum") is entered into by the State of Oregon ("Participating Entity"), acting by and through the Department of Administrative Services, State Procurement Services("DAS"), on behalf of State Agencies and ORCPP members ("Purchasing Entity") and

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

(each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA 758 2500000413, effective January 1, 2025, between Contractor and the Commonwealth of Kentucky ("Lead State") for **Maintenance, Repair, Operations, and industrial Supply (MRO)** ("Master Agreement").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Addendum is:

Aaron Boock
Government Sales Manager
E: Aaron.boock@grainger.com
P: 253-358-5227

Participating Entity's contact for this Addendum is:

Kaliska King, CPPB, OPBC
Procurement Analyst
P: 503-798-1907
E: Kaliska.king@das.oregon.gov

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

III. PARTICIPATION AND USAGE. This 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 Addendum. If Contractor becomes aware that an entity's use of this Addendum is not authorized, Contractor will notify DAS, Participating Entity and NASPO ValuePoint to initiate outreach to the appropriate parties.

Notwithstanding Section 5.7 of the Master Agreement, neither the State of Oregon nor any Purchasing Entity may participate with Canadian entities under this Addendum.

IV. GOVERNING LAW. The construction and effect of this 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 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.

1) **Products.** Products in categories 1-15 available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Environmentally Preferred Products (EPP): Exhibit 5 Sustainability requirements for the State of Oregon.

Category 15 Other the following exclusions apply: Contractor is allowed to sell other items related to MRO products only but not specifically listed above. Products that are included in the Exclusion Section II of the Master Agreement.

Other Exclusions: *Electric vehicle charging station and/or installation, Public safety, electronic equipment or any first responder electronic equipment, , drones' maintenance, parts, and Software or SaaS solutions.*

In addition, this Master Agreement is not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

Automatic External Defibrillator (AED) and Accessories
Ground Maintenance Equipment
Automotive Parts
Professional Grade Tools and Diagnostic Equipment
Office Furniture
Office Supplies
Audio Video Equipment and Supplies
Computer Equipment, Peripherals & Related Services
Multi-Function Devices and Related Software, Services, and Cloud Solutions and
Laboratory Equipment and Supplies

2) **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. Entities may purchase the following Services under this Addendum: Inventory Management solutions, Vending and VMI Services. These Services are provided by the Contactor not third-party. Third-party Services are not allowed in this Addendum.

3) 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 Purchasing Entities under this Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners, if any, is in accordance with the terms and conditions set forth in the Master Agreement and in this Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this 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.

Any conflict between this Addendum and the Master Agreement will be resolved in favor of the Addendum. The terms of this 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 Addendum Number on an Order. Each Order placed under this 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.**

Contractor shall submit volume sales reports to Participating Entity and shall pay an administrative fee of two percent (2%) as set forth in:
https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFInstructions.docx

The prices to be paid by the Participating Entities shall be inclusive of a two percent (2%) Administrative Fee. The Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount.

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, as set forth in Exhibit No. 4. 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 in Exhibit No. 4 and the Order.

IX. **INFORMATION TECHNOLOGY STANDARDS.** Purchasing Entity data, activities, or systems related to an Order may have additional requirements under law, administrative rule, policy, or contract that must be satisfied under an Order. Contractor shall comply with all applicable requirements under law, administrative rule, policy, or contract that relate to the Order. By accepting an Order with additional terms, Contractor agrees it has an affirmative duty to identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems, including as set forth in an Order, in law or rule, in written policy, or as otherwise provided to Contractor.

X. **ATTACHMENTS.** This Addendum includes the following attachments which in the event of a conflict will be interpreted in the following order:

1) This Addendum and any modification thereto
2) Exhibit No. 1, Participating Entity Modifications to Master Agreement
3) Exhibit No. 4, Federal Terms and Conditions

4) Exhibit No. 2, Insurance Requirements
5) Exhibit No. 5 Sustainability
6) Exhibit No. 3, Contractor Data
7) Master Agreement and any modifications thereto.

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

For Contractor:

Aaron Boock
Government Sales Manager
E: Aaron.boock@grainger.com
P: 253-358-5227

For Participating Entity:

Kaliska King, CPPB, OPBC
Procurement Analyst
Kaliska.king@das.oregon.gov
P: 503-798-1907

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

SIGNATURE

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

IN WITNESS WHEREOF, the Parties have executed this Addendum.

W.W. Grainger, Inc.

Aaron Boock

Signature

Aaron Boock

Printed Name

Government Sales Manager

Title

12/19/2024

Date

State of Oregon, acting by and through the Department of Administrative Services State Procurement Services

Brent Lutz Digitally signed by Brent Lutz Date: 2024.12.20 15:04:29 -08'00' Adobe Acrobat version: 2024.004.20272

Signature

Printed Name

Procurement Manager

Title

12/20/24

Date

APPROVED BY:
KAREN J. JOHNSON
SR ASSISTANT ATTORNEY GENERAL
OREGON DERPARTMENT OF JUSTICE:
Via email dated 12/17/2024, *Matter Number:* *107090, GF0505-22*

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement. Participating State and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

2. Definitions. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

"ORCPP" is the State of Oregon's Cooperative Purchasing Program. ORCPP members are authorized to use DAS statewide agreements. ORCPP members include: State Agencies not subject to DAS purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

3. Orders.

3.1 Eligible Purchasing Entities. All state agencies under DAS procurement authority and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Products and Services under this Addendum.

3.2 DAS Purchasing Threshold. Purchasing Entities that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3.3 Verification of Purchasing Entities. Contractor shall verify that it provides Products and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx or by using the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.gov/open.dll/welcome.

3.4 Effect of Orders. The State is only liable for purchases under Orders issued by State of

Oregon agencies. Other Purchasing Entities are responsible for any purchases under Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

4. Third Party Agreements. To the extent any Products or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third-party agreement, Contractor shall provide Purchasing Entity with a copy of any such third-party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

5. Payment Provisions; Expenses. All payments are subject to ORS 293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in an Order. Any obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf.

6. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Order issued under this Addendum.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. Dispute Resolution. Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

9. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10. Limitation of Liability; Exclusions. The Participating Entity's or a State Agency Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

11. Insurance. Within ten (10) calendar days of the Effective Date, in addition to the insurance required under the Master Agreement, Attachment A, Section XIII, Contractor shall deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Orders may be placed or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

12. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF AN ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

13. Remedies. If any Products or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing Products or services, or replace or modify the Products or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing Products or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Products or services.

14. Term and Termination of Addendum.

14.1 This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

14.2 Termination for Convenience. In addition to its termination rights under the Master Agreement, DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) Days prior written notice to Contractor.

14.3 Mutual Termination. The Parties may agree to terminate this Addendum upon prior written agreement.

14.4 Effect of Termination of the Addendum on Orders. Pursuant to Attachment A, Section 7.5.1 of the Master Agreement, However, Orders may be placed prior to termination of this Addendum and have a delivery date or performance period up to 120 days past the then-current termination date of this Addendum. No new Orders may be placed after the termination of this Addendum. Termination of this Addendum does not terminate any rights intended to survive termination of the Master Agreement, this Addendum or any Order.

15. Termination of Individual Orders. In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Orders, in whole or in part, upon 30 calendar days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate an Order at any time by written consent.

16. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Compliance with Law.

17.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Products or Services ordered under this Addendum or any Order, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under a Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

17.2 Pay Equity. Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this Addendum or a Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

17.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

17.4 Non-Discrimination. Contractor shall abide by the State's nondiscrimination policy, and state and federal non-discrimination and civil rights laws, unless a particular practice is expressly permitted by federal or state law. If applicable and subject to law, Contractor shall have and shall maintain a written policy and practice, that meets the requirements described in ORS 279A.112, .

17.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to Products, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor's compensation relating to this Lease for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

18. Security and Data Privacy Laws.
In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and Purchasing Entity policies, governing use and disclosure of a Purchasing Entity's data and access to its networks and information assets, including as those laws, regulations, and policies may be updated from time to time. Contractor shall affirmatively identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems. Applicable laws, regulations, and policies include but are not limited to:

- The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628.
- Those specified in an Order.
- Otherwise provided to Contractor

19. Application of Public Records Law. Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475.

20. Recycled Products. To the maximum extent economically feasible in the performance of this Addendum or any Order, Contractor will use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

21. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Order. A Purchasing Entity may withhold final payment under an Order until Contractor has provided the Oregon Department of Revenue with the required information.

22. Access to Records. Contractor will maintain all fiscal records relating to Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Orders in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

EXHIBIT NO. 2
INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain at Contractor's expense the additional insurance coverages specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self- insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than $500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum.

TAIL COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Products and performing any Services required under this Addendum. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS has the right to request copies of insurance policies relating to the insurance requirements in this Addendum.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 Days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS**.**

EXHIBIT NO. 3
CONTRACTOR DATA

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): W.W. Grainger, Inc.

Street address: 6335 N Basin Ave.

City, state, zip code: Portland, OR 97217

Email address: customersupport@grainger.com

Telephone: (800) 472-4643 Fax: ( )

Contractor's taxpayer identification numbers;

Federal Tax Number 36-1150280 Oregon Tax Number 0029383-6

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?
(Check one box): ☐ YES ☑ NO

Business Designation: (*Check one box*):

☐ Professional Corporation ☐ Nonprofit Corporation ☐ Limited Partnership
☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Sole Proprietorship
☑ Corporation ☐ Partnership ☐ Other

EXHIBIT NO. 4
FEDERAL PROVISIONS

Contractor shall comply and shall cause its subcontractors to comply with the following federal requirements, as may be applicable to the Addendum and Order. For purposes of this Addendum and Order, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. Equal Employment Opportunity. If this Addendum and Order, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. [During the performance of the Addendum and Order:

1.1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.4. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Purchasing Entity and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Addendum and Order or with any of the said rules, regulations, or orders, this Addendum and Order may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through this subsection 1.8 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as Purchasing Entity may direct as a means of enforcing such provisions, including sanctions for noncompliance;

1.8.1. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by Purchasing Entity, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions regarding this Addendum and Order will be done in compliance with the Davis-Bacon Act (40 USC §§3141-3144, and §§3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 USC §§3141-3144, and §§3146-3148 and the requirements of 29 CFR part 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

2.4. **Oregon Prevailing Wage Laws.** Contractor shall comply with the prevailing wage rate requirements that may apply to the Addendum and Order as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), if applicable. Contractor shall:

2.4.1. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;

2.4.2. pay to BOLI, within the required timeframe and in the appropriate amount, the Order fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Order; and

2.4.3. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and the Order is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Contractor shall require each contactor in a contract with an estimated cost of $200,000 or greater to:

2.4.4. Enter into a labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;

2.4.5. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the Addendum and Order, in a manner consistent with the apprentices' respective apprenticeship training programs;

2.4.6. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the Addendum and Order, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and

2.4.7. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of $200,000 or greater.

2.4.8. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

2.4.9. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the Order is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into this Addendum and Order.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all such contract clauses.

3.3. A breach of this Section 3 may be grounds for termination of the Addendum and Order and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Addendum and Order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Addendum and Order or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.3 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Addendum and Order provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Purchasing Entity shall comply with the provisions of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the federal funding agency. See 2 CFR part 200, Appendix II F.

6. Clean Air, Clean Water, EPA Regulations. If this Addendum and Order, including amendments, exceeds $100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Purchasing Entity, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

6.1. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

6.2. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

7. Truth in Lobbying. By signing this Addendum and Order, Contractor certifies, to the best of Contractor's knowledge and belief that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

7.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

7.4. This certification is a material representation of fact upon which reliance was placed when this Addendum and Order was made or entered into. Submission of this certification is a prerequisite for making or entering into this Addendum and Order imposed by the Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U.S. Code and 31 CFR Part 21. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7.5. No part of any federal funds paid to Contractor under this Addendum and Order may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

7.6. No part of any federal funds paid to Contractor under this Addendum and Order may be used to pay the salary or expenses of any grant recipient or contractor, or agent acting for such Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

7.7. The prohibitions in Subsections 7.5 and 7.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

7.8. No part of any federal funds paid to Contractor under this Addendum and Order may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

8. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Recycled Materials. In the performance of the Addendum and Order, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Addendum and Order performance schedule, (ii) meeting Addendum and Order performance requirements, or (iii) at a reasonable price.

11. Prohibition on certain Telecommunications and Video Surveillance Services or Equipment. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under this Addendum and Order.

12. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

13. Audits; Access to Records. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Addendum and Order and applicable state or federal law.

13.1. If Contractor expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200.

13.2. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Addendum and Order, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

14.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

14.2. Contractor has not within a three-year period preceding the Effective Date of this Addendum and Order been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and

14.4. Contractor has not within a three-year period preceding the Effective Date of this Addendum and Order had one or more public transactions (federal, state, or local) terminated for cause or default.

15. False Statements. Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this g Addendum and Order and that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

16. General Provisions. The federal government is not a party to this Addendum and Order and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Addendum and Order. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

Exhibit 5

Participating Agreement Environmental Specifications

Facility Maintenance, Repair and Operations (Facility MRO)

I. ENVIRONMENTAL REQUIREMENTS FOR CONTRACTOR

A. Accurate Labeling of Environmentally Preferable Products (EPPs)

Contractor will meet standards of responsibility, including integrity (ORS 279B.110). Contractor shall certify in writing that all claims made about the environmental attributes of the products Contractor is offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms.* The Purchasing Entity reserves the right to require Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under this Addendum.

For the term of the Addendum, Contractor shall label the environmental attributes of all environmentally preferable products (EPPs) consistent with the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, Contractor shall provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

Contractor shall clearly label all EPPs in its offering, including but not limited to, cleaning chemicals and hand soaps with a low-toxicity certification (e.g., Green Seal, Safer Choice or UL ECOLOGO), ENERGY STAR- or Water Sense-certified equipment, recycled-content janitorial paper and trash bag products, rechargeable batteries, climate-friendly refrigerants (and the equipment that contains them), etc**.** Contractor shall also clearly list all take-back and recycling services for products such as mercury-containing lamps, batteries, PV panels, etc.

Contractor shall, where feasible, maintain an online ordering catalog with a filter that enables contract users to narrow their search to Environmentally Preferred Products (EPPs).

B. EPP Sales Reports

The Participating Entity reserves the right to request, from the Contractor, quarterly sales data over the term of the Addendum. This information must include details about the environmental attributes (e.g., third-party certifications, environmental or health product declarations (EPDs or HPDs), and the percentage of recycled content) of all EPPs sold under this Addendum consistent with the Environmental Specifications. To facilitate consistent reporting on this Addendum, Contractor shall submit its sales report on an annual basis at the end of each fiscal year using the Participating Entity's Green Sales Report Template.

C. Training

During the term of the Addendum, Contractor shall offer educational/marketing materials and at least one training that can be accessed by Purchasing Entities explaining its EPP labeling and reporting practices.

D. Enforcement

Contractor shall block from its ordering system any products that do not comply with the Environmental Specifications listed below or that are not in compliance with environmental laws adopted by the State of Oregon. The Participating Entity and the Purchasing Entity may consider failure to comply with the Environmental Specifications for this Addendum and any Order issued under this Addendum as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this Addendum, or any Order issued under this Addendum.

E. Packaging

During the term of the Addendum, Contractor shall not offer or provide any products that are packaged with polystyrene void fill such as packing "peanuts". In addition, Contractor shall not offer packaging containing intentionally added lead, cadmium, mercury, hexavalent chromium or PFAS (measured as total organic fluorine) above 100 ppm.
Contractor shall clearly and conspicuously label packaging for all non-flushable premoistened disposable wipes that are made from nonwoven sheets and designed and marketed for diapering, personal hygiene, or household hard surface cleaning purposes.

II. ENVIRONMENTAL SPECIFICATIONS

Products and services offered under this Addendum must comply with the State of Oregon's environmental, health and safety laws, regulations and executive orders, including:

- DAS Sustainable Procurement Policy (107-009-0040)
- DAS Statewide Policy (107-009-0080-PO) and Green Chemistry Procurement Guidelines
- Executive Order 12-05
- Executive Order 17-20
- Executive Order 20-04

Accordingly, if Contractor is providing products from one or more of the categories below, Contractor agrees to adhere to the Environmental Specifications listed below. The State of Oregon reserves the right to adopt additional environmental specifications designed to protect human health and the environment over the term of this Addendum.

For products not certified, the State prefers products that:

1. Are the least toxic product available for the given application, and
2. Are readily biodegradable, and
3. Have minimal and recyclable packaging, and
4. Effectively and efficiently clean soils and surfaces in its category.

Category #1: Janitorial Supplies and Equipment

A. Cleaning chemicals

1. *Cleaning and floor maintenance chemicals* must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO, or Cradle to Cradle (Silver level or higher).

   This product category includes, but is not limited to: general-purpose cleaners, floor cleaners, glass cleaners, degreasers, non-disinfecting restroom cleaners, carpet and upholstery cleaners, deodorizers, dish and laundry detergents, wood and metal polishes, floor polish and strippers, air conditioner coil cleaners, etc. It also includes onsite generators of cleaning chemicals such as aqueous ozone.

2. *Hand sanitizers* must have at least one of the following certifications: Green Seal, UL ECOLOGO or Cradle to Cradle (Silver level or higher). This product category includes liquids, gels, and wipes.

   In addition, the product must contain at least 60% ethanol per the Centers for Disease Control (CDC) guidance, may not contain any active ingredients other than ethyl alcohol or isopropyl alcohol, and must not be on the US Food and Drug Administration's (FDA's) *Hand Sanitizer Do-Not-Use List* which may be viewed at: https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use. This list includes products that are dangerous because they are found or likely to be contaminated with methanol or 1-propanol or that are packaged in food or drink containers.
3. *Hand soaps, body washes, and hair shampoos* must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO or Cradle to Cradle (Silver level or higher).

4. *Keyboard cleaners* must be EITHER mechanical or a chemical formulation that is free of chlorinated compounds and hydrofluorocarbons (HFCs). Air dusters containing HFC-134a: 1,1,1,2-Tetrafloruoroethane or HFC-152a: 1,1-Difluoroethane, which are aerosol propellants that contain HFCs, due to their high global warming potential. Air dusters containing HFC-152a (1,1,1,2-Tetrafloruoroethane) are also prohibited because it is considered PFAS.

5. *Surface disinfectants and sanitizers* must be US EPA-registered and EITHER contain only the following active ingredients: Citric acid, Ethanol, Hydrogen peroxide, Isopropanol, Lactic acid, Octanoic acid (Caprylic acid), or Thymol OR be certified by either Green Seal or EPA's Design for Environment Program.

B. <u>Janitorial Paper Products</u> must EITHER have one of the following third-party certifications: Green Seal, UL ECOLOGO or Forest Stewardship Council (FSC); OR comply with the applicable US Environmental Protection Agency (EPA) *Comprehensive Procurement Guideline* (CPG), including:
   - *Paper Towels and Industrial Wipers:* 40% post-consumer recycled content (PCRC)
   - *Toilet Tissue and Toilet Seat Covers:* 20% PCRC
   - *Facial Tissue:* 10% PCRC

- *Paper Napkins:* 30% PCRC

Chlorine Free: All paper products offered shall be Processed Chlorine-Free (PCF) or Totally Chlorine-Free (TCF). Processed Chlorine-Free (PCF) means all recycled fibers that have not been re-bleached with chlorine-containing compounds. In the case of paper containing any virgin fiber, "PCF" means fiber that is totally free of chlorine.

C. Waste, Recycling and Trash Supplies

1. *Organic waste bags* must have (and be labeled with) at least one of the following compostability certifications: Biodegradable Products Institute (BPI) or Vincotte OK Compost (Industrial or Home) or another compostability certification approved by the State of Oregon. This includes bags that are made of bioplastic or paper lined with bioplastic.

2. *Paper bags* must be unlined and EITHER:
   - Have at least 20% post-consumer recycled content (PCRC), which complies with the US Environmental Protection Agency's (EPA's) *Comprehensive Procurement Guideline (CPG) for Paper Bags*;
   - Have 100% total recycled content; or
   - Be certified by the Forest Stewardship Council (FSC).

3. *Plastic trash can liners* must contain at least 10% post-consumer recycled content (PCRC) which complies with the *US Environmental Protection Agency's (EPA's) Comprehensive Procurement Guideline (CPG) for Plastic Trash Bags*. In addition, the product may not contain any intentionally added antimicrobial ingredients, chlorinated compounds such as vinyl (PVC), fragrances, or PFAS (e.g., polytetrafluoroethylene (PTFE) and may not be labeled "oxo-degradable" or "oxo-biodegradable".

   It is also desirable for the product to have at least one of the following third-party certifications:
   - Green Seal (multi-attribute environmental certification)
   - UL ECOLOGO (multi-attribute environmental certification)
   - Scientific Certification Systems (SCS) (recycled-content certification)
   - OR another environmental certification approved by the State of Oregon over the life of the contract.

4. *Waste receptacles and recycling containers* must comply with the applicable US EPA *Comprehensive Procurement Guidelines (CPGs) for Office Recycling Containers and Waste Receptacles* for this category, which means it contains at least:
   - 20% post-consumer recycled content plastic;
   - 25% post-consumer recycled-content corrugated cardboard; or
   - 100% steel;

     OR contain at least 50% total recycled content (plastic or corrugated cardboard);

OR contain corrugated cardboard or wood that is certified by the Forest Stewardship Council (FSC).

In addition, the product must be free of vinyl (PVC) and fiberglass.

D. Janitorial Supplies

a. *Cleaning cloths* must be reusable and made of EITHER microfiber, reused material or recycled-content fabric with at least 10% post-consumer recycled content. In addition, they may not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.

b. *Floor pads used with powered janitorial equipment* must EITHER contain at least 30% post-consumer recycled content (PCRC) OR be certified by Green Seal.

c. *Gloves (including disposable and reusable products)* must be free of PVC (vinyl) and latex. Gloves that are labeled compostable must be certified by the Biodegradable Products Institute (BPI), Vincotte OK Compost (Industrial or Home), or another compostability certification approved by the State of Oregon.

d. *Entryway, anti-fatigue and safety floor mats* must be PVC-free AND:
   i. Contain at least 30% post-consumer or 50% total recycled content (e.g., rubber or PET); OR
   ii. Be 100% biobased (e.g., coir)

e. *Mops, mop heads and dusters* must be reusable and EITHER contain microfiber or be certified by Green Seal. In addition, the product may not contain vinyl (PVC), antimicrobial ingredients, fragrances, PFAS or cleaning chemicals (e.g., dust mop treatments).

f. *Sorbents and other dust-control products*, including but not limited to loose and granular formulations as well as pads, socks, and booms, must meet one of the following criteria:
   i. Contain at least 89% total recycled content (which complies with the US EPA's Comprehensive Procurement Guideline (CPG) for this product category);
   ii. Contain at least 30% post-consumer recycled content; OR
   iii. Have one of the following third-party certifications: Cradle to Cradle (Silver or higher), Green Seal, UL ECOLOGO, US EPA's Safer Choice or USDA Certified Biobased.

g. In addition, *sorbents and other dust-control products* may not contain any chemicals2019 Base List for DEQ Priority Toxics, which are known to cause cancer, birth defects or other reproductive harm.

h. *Sponges and scrubbers* must be made of 100% cellulose and/or other plant-based fiber OR at least 20% post-consumer recycled material. In addition, the product may not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.

E. Powered Janitorial Equipment

1. *Vacuum cleaners, carpet extractors, and deep cleaning equipment* must be certified by the Carpet and Rug Institute (CRI) under its Seal of Approval Program.

   A list of CRI-certified vacuum cleaners can be accessed at: https://carpet-rug.org/testing/seal-of-approval-program/certified-vacuums.

   A list of CRI-certified carpet extractors can be accessed at https://carpetrug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors.

   A list of CRI-certified deep cleaning equipment can be accessed at https://carpet-rug.org/testing/seal-of-approval-program/certified-deep-cleaning-extractors/.

2. *Powered floor maintenance equipment (e.g., burnishers and polishers)* must be electric-powered AND are equipped with controls or other devices for capturing and collecting particulates.

3. *Hand dryers* must meet all of the following criteria:
   a. UL or ETL listed
   b. RoHS-compliant
   c. Energy consumption does not exceed 1500 watts
   d. Operate at a sound level of less than 80 dBA (decibels)

In addition, the Contractor must offer – and clearly label – at least one hand dryer product that is ADA-compliant.

Category #2: Plumbing Equipment

a. *Bathroom sink faucets and showerheads* must be WaterSense-certified.

b. *Toilets and urinals* must be EITHER WaterSense-certified or waterless.

c. *Water bottle refill stations* must be UL listed, certified to NSF/ANSI Standard 61-G & 372 and conform with the lead content requirements for "Lead Free" plumbing by the State of California.

d. *Water coolers, ice machines, and pool pumps* must be ENERGY STAR-certified.

e. *Water filters (*e.g., carbon filtration and reverse osmosis systems) must meet applicable NSF standards.

Category #3: Power Sources

1. *Batteries (AAA, AA, C, D and 9V only):* Contractor must offer batteries in these sizes that are rechargeable and use nickel-metal hydride chemistry.

2. *Battery chargers* must be UL Listed and RoHS-compliant. Contractor must offer battery chargers that are compatible with nickel-metal hydride rechargeable batteries.

3. *Electricity generators* must be battery-powered and the battery may not contain lead, cadmium or mercury, which are persistent and bioaccumulative toxins (PBTs).

4. *Flashlights, lanterns or headlamps* must use LEDs as the light source OR have a built-in rechargeable battery. The battery may not contain lead, cadmium, or mercury, which are persistent and bioaccumulative toxins (PBTs).

5. *Motors* must be variable speed or labeled NEMA Premium Efficiency.

Category #4: Landscaping and Other Outdoor Products

1. *Compost, mulch, and soil amendment products* must be certified by the Organic Materials Research Institute (OMRI).

2. *Deicers and snowmelt products for facilities maintenance* must be certified by either Safer Choice or Green Seal, OR be on the *Clear Roads Qualified Products List*, which can be found at https://clearroads.org/qualified-product-list/. All products that contain sodium chloride must have a corrosion inhibitor. These products are not intended for use on roads and include products in bags only up to 50 pounds as well as liquids only up to 55 gallons.

3. *Fertilizers and pesticides* must EITHER be certified by the Organic Materials Research Institute (OMRI) or be a mechanical pest management product such as a bait or trap. A list of OMRI-certified products can be found at https://www.omri.org/us-list.

4. *Garden hoses* must be free of vinyl (PVC) and lead.

5. *Irrigation equipment,* including spray sprinkling bodies and irrigation controllers, must be WaterSense-certified.

6. *Powered landscaping equipment* (e.g., chain saws; edgers; lawn mowers; leaf blowers, shredders, and vacuums; mulchers; trimmers; wood chippers; and snow blowers) must emit zero emissions, which means the product is powered by a battery or an electrical cord.

Category #5: Lighting Equipment

1. *Lamps, luminaires and retrofit kits* must be RoHS-compliant and use LEDs as their only light source. In addition, the product must have at least one of the following lighting efficiency certifications: DesignLights Consortium (Standard, Premium or Luna), ENERGY STAR, or International Dark Sky Association. Fluorescent, incandescent, halogen, and high-intensity discharge (HID) lighting equipment is prohibited on this contract.

2. *LED drivers and lighting controllers* (e.g., occupancy sensors) must be RoHS compliant AND UL or ETL listed.

Category #6: Paint and Related Supplies

1. *Interior latex wall and ceiling paints and primers* must have at least one of the following multi-attribute low-toxicity certifications:
    - Cradle to Cradle Certified or Material Health Certificate: at the Gold level or higher;
    - Green Seal;
    - Greenwise Gold; or
    - Master Painters Institute (MPI) Extreme Green.

    PFAS-free products are preferred. The Contractor must identify on their price list or ordering catalog any product that contains PFAS.

2. *Specialty paints, primers and coatings* must comply with the applicable South Coast Air Quality Management District (SCAQMD) limit on volatile organic compounds (VOCs); OR have a VOC content that does not exceed 100 grams/liter; OR have at least one of the following environmental and/or health third-party certifications:

    - Multi-attribute green certifications (preferred): Cradle to Cradle Certified or Material Health Certificate Silver level or higher, Green Seal, MPI Green Performance Standard (Extreme Green, GPS-2 or GPS-1), or Safer Choice (covers spray paint only)
    - OR single-attribute green certifications: SCS Indoor Advantage Gold (low emitting), UL GREENGUARD Gold (low emitting), or USDA Certified Biobased.

    PFAS-free products are preferred. The Contractor must identify on their price list or ordering catalog any product that contains PFAS.

3. *Paint thinners and removers* must not contain any chemicals on the [CA Prop 65 List](), which are known to the State of California to cause cancer, birth defects or other reproductive harm (such as methylene chloride or n-methyl pyrrolidone).

Category #7: Heating, Ventilation and Air Conditioning (HVAC) Equipment and Appliances

1. *Air conditioners, air purifiers, dehumidifiers, ventilating fans, refrigerators, and freezers* must be ENERGY STAR-certified. Products that have the ENERGY STAR Most Efficient label or use refrigerants that have a "lower impact on global warming" are preferred. Use the ENERGY STAR filter to find environmentally preferred products (i.e., those that use "climate friendly" refrigerants).

    Refrigerants are considered "climate friendly" by the US Environmental Protection Agency (US EPA) ENERGY STAR Program because they have "a lower impact on global warming" than conventional refrigerants that they replace. This includes:
    - R-32 (1,1-difluoromethane, HFC-32): used in air conditioners
    - R-290 (used in refrigerators)

- R-600a (used in freezers and refrigerators)

2. *Thermostats* must be digital and EITHER programmable or ENERGY STAR-certified.

In support of the State of Oregon DAS Sustainable Procurement Policy (107-009-0040) and DAS Statewide Policy (107-009-0080-PO), Grainger will provide an EPP catalog to all purchasing entities within the State. This catalog will be available via the “OregonBuys” system and Grainger.com.

This EPP program will provide purchasing entities the option to view a customized catalog compliant with the State's EPP policy and the full Grainger catalog in accordance with this addendum and NASPO ValuePoint Master Agreement. All questions regarding the customized EPP catalog should be directed to Grainger’s contact listed on this addendum. Webinar and demonstration of Grainger’s EPP solution is also available upon request.