

PARTICIPATING ADDENDUM
(NASPO ValuePoint)
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
W.W; Grainger Inc.
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of Oklahoma
(hereinafter "Participating State")

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THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of the 23rd day of February 2016 (the "Effective Date") by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or "Participating State/Entity") and W.W. Grainger Inc. ("Contractor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Nevada ("Lead State"), Contractor, and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope:** This addendum covers the **NASPO ValuePoint (formerly known as Western States Contracting Alliance) Facilities MRO Contracts** lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for the following categories

- a. HVAC Equipment and Supplies
- b. Janitorial (Cleaning Products)
- c. General Maintenance (Material Handling, Motors and Accessories, Welding and soldering supplies)
- d. Electrical Equipment and Supplies
- e. Fasteners
- f. Paint and Accessories
- g. Plumbing Supplies

and for the State of Oklahoma authorized to use Master Price Agreement 1862.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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3. Participating State Modifications or Additions to Master Price Agreement:

Master Service Agreement for Services of Independent Contractor, Section 2.

DEFINITIONS is hereby modified to add the following provision:

With respect to the State of Oklahoma, the defined term "Buyer" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

Master Service Agreement for Services of Independent Contractor, Section 3, CONTRACT TERM is hereby modified to add the following provision

This Addendum shall be effective from April 1, 2016 to February 28, 2017.

Master Service Agreement for Services of Independent Contractor, Section 4.

NOTICE is hereby modified to add the following provision:

If a party is to give notice under the Participating Addendum, all notices shall be addressed as follows:

If sent to the State of Oklahoma:

Ferris Barger

State Purchasing Director

5005 North Lincoln Blvd, Suite 300

Oklahoma City, Oklahoma 73105

With a copy to:

Central Purchasing Deputy General Counsel

5005 North Lincoln Blvd, Suite 300

Oklahoma City, Oklahoma 73105

Lisa Bradley, CPO, Contracting Officer

5005 North Lincoln Blvd, Suite 300

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Oklahoma City, Oklahoma 73105

Master Service Agreement for Services of Independent Contractor, Section 11. PAYMENT is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted pursuant to 74 O.S. § 85.44(B). Payment by Oklahoma-based Purchasing entities will be made within no more than forty-five (45) days from the date a proper invoice is received and the goods have been delivered and accepted or services provided and accepted pursuant to 62 O.S. § 34.71. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

Master Service Agreement for Services of Independent Contractor, Section 12. TAXES is hereby modified to add the following provision:

Oklahoma state agencies are exempt from the assessment of state sales, use, and excise taxes. Oklahoma state agencies and political subdivisions of the State of Oklahoma are exempt from federal excise taxes.

Master Service Agreement for Services of Independent Contractor, Section 16. DELIVERY is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Buyers, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma-based Buyers shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Buyers for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

Master Service Agreement for Services of Independent Contractor, Section 19. INSPECTION & AUDIT is hereby modified to add the following provision:

For Oklahoma-based Buyers, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that

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any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

Master Service Agreement for Services of Independent Contractor, Section 23. FORCE MAJEURE is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma Buyers as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, or be related to, the following occurrences:

- a. Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- b. Inability of either the Contractor or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as soon as reasonably practicable.

Master Service Agreement for Services of Independent Contractor, Section 24. INDEMNIFICATION is hereby modified to add the following provision:

The Contractor shall release, protect, indemnify and hold all Oklahoma-based Buyers and their officers, agencies, employees, harmless from and against any damage, pricing, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY

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SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

Master Service Agreement for Services of Independent Contractor, Section 26. COMPLIANCE WITH LEGAL OBLIGATIONS is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an Facilities MRO product provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise- and/or other business-tax payments to the State of Oklahoma, as applicable.

Master Service Agreement for Services of Independent Contractor, Section 29. PUBLIC

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RECORDS is hereby modified to add the following provision:

For Oklahoma-based transactions and Purchasing Entities, Contractor acknowledges that all Oklahoma State agencies and certain other Purchasing Entities are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

Master Service Agreement for Services of Independent Contractor, Section 40. GOVERNING LAW; JURISDICTION is hereby modified to add the following provision:

The construction and effect of this Participating Addendum or order placed against the contract by an Oklahoma-based Purchasing Entity shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Venue for any claim, dispute, or action concerning an order placed against the contract by an Oklahoma-based Purchasing Entity or the effect of this Participating Addendum shall be in Oklahoma County, State of Oklahoma.

Standard Contract Term and Conditions Western States Contracting Alliance, CANCELLATION is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Buyers, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Buyer issues an order and has accepted the products and/or services under such order, the Buyer shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

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Standard Contract Term and Conditions Western States Contracting Alliance, PATENTS, COPYRIGHTS, ETC. is hereby modified to add the following provision:

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

Standard Contract Term and Conditions Western States Contracting Alliance, HOLD HARMLESS is hereby modified to add the following provision:

The Contractor shall release, protect, indemnify and hold all Oklahoma-based Buyers and their officers, agencies, employees, harmless from and against any damage, pricing, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

IN CONNECTION WITH INDEMNIFICATION OF A BUYER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION.

Standard Contract Term and Conditions Western States Contracting Alliance, ASSIGNMENT/SUBCONTRACT is hereby modified to add the following provision:

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For Oklahoma-based Buyers Contractor shall provide written notice of any proposed assignment, subcontract, transfer, sublet, or delegation to the State of Oklahoma under the notice provisions contained herein (the "Notice"). The Notice shall include (i) the entity name, (ii) to the extent applicable, the employee name(s), and (iii) the nature of the products or services to be provided and/or performed by the proposed assignee, delegate, sublessee, or subcontractor. Contractor shall not assign, sell, transfer, subcontract, or sublet rights, or delegate responsibilities under the Participating Addendum to a Non-Affiliate without prior written approval of the State of Oklahoma. More specifically, with respect to subcontractors, prior to a subcontractor being utilized by Contractor in connection with provision of the products or services within its obligations herein, Contractor shall obtain written approval of the State of Oklahoma of such subcontractor, which approval shall be within the sole and absolute discretion of the applicable Buyers. The applicable Buyer further reserves the right to revoke approval of a subcontractor in instances of poor performance or misconduct, or for other similar reasons. Notwithstanding anything to the contrary herein, if Contractor is permitted to utilize subcontractors in support of this Master Agreement, Contractor shall remain solely responsible for its obligations under the terms of this Master Agreement and for its acts and omissions and those of its agents, employees and permitted subcontractors.

Standard Contract Term and Conditions Western States Contracting Alliance is hereby modified to add the following provision:

REGISTRATION OF CONTRACTOR

In order receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

Standard Contract Term and Conditions Western States Contracting Alliance is hereby modified to add the following provision:

CONTRACT MANAGEMENT FEE AND CONTRACT USAGE REPORTING REQUIREMENTS

For Oklahoma-based Buyers, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (i) the applicable state contract number, (ii) report amount(s), (iii) reporting period covered, and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the

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Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) **Must be submitted electronically in Microsoft Excel format.**
- b) **Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.**
- c) **Must be submitted within forty-five (45) calendar days of the end of each quarterly reporting period.**
- d) **Quarterly reporting periods shall be as follows:**
 - January 01 through March 31**
 - April 01 through June 30**
 - July 01 through September 30**
 - October 01 through December 31**

All Contract Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Buyer, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all sales transacted by any Buyer under the Participating Addendum (the "Oklahoma Admin Fee"), less any freight, taxes, returns, credits or adjustments, such as expedited freight, and rare occasions where taxes are required. The 1% Fee shall be paid quarterly, forty-five (45) days after the close of the quarter,

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Contractor agrees to notify OMES Central Purchasing Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:

Office of Management and Enterprise Services

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Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

Standard Contract Term and Conditions Western States Contracting Alliance is hereby modified to add the following provision:

SUPPLIER OUTSOURCING

All supplier outsourcing – products which are not currently listed in suppliers catalog or on-line ordering system, must be direct line extension products. A product line extension shall be defined as:

A product which has a similar item in an established product category, and supplier already has a publically recognized business partnership with the "brand".

4. Lease Agreements:

Lease Agreements Are NOT Authorized By This Contract

5. Primary Contacts: The primary government contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

Name: Michael Sampson
Address: W.W. Grainger, Inc., 100 Grainger Parkway
Lake Forest, IL 60045
Telephone: (763) 498-4318
E-mail: Michael.sampson@grainger.com

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Participating State (Entity)

Name: Lisa Bradley, CPO
Address: 5005 North Lincoln Blvd, Suite 300
Telephone: 405-522-4480
E-mail: lisa.bradley@omes.ok.gov

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: SW817 and the Lead State price agreement number: 1862.

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

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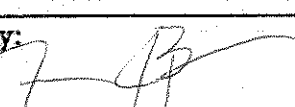
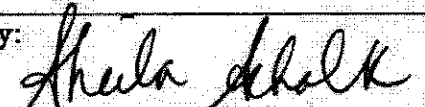
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor:
By: 	By: 
Name: Ferris J. Borge	Name: Sheila Schalk
Title: State Purchasing Director	Title: Director Gov't Sales
Date: 3/25/16	Date: 3/22/16