

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program (NASPO)

Facilities Maintenance and Repair & Operations (MRO)

Administered by the State of Oregon
(hereinafter "Lead State")

NASPO ValuePoint Solicitation Number: DASPS-2183-17

W. W. Grainger, Inc. – Master Agreement #8496
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. **SCOPE:** This addendum covers the NASPO ValuePoint contract for MRO by the State of Oregon, contract number DASPS-2183-17 (NASPO ValuePoint Contract") for use by state agencies and other entities located in the State of Arkansas as authorized by that state's statutes to utilize cooperative contracts ("Participating Addendum").
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this Participating Addendum.
3. **ORDER OF PRECEDENCE:**
 - A. This Participating Addendum;
 - B. The NASPO ValuePoint Contract;
 - C. The Solicitation, including all Addendums; and
 - D. Contractor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above, including but not limited to conflicting order of precedence provisions. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this Participating Addendum as to the products and services listed on the ordering document only. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the NASPO ValuePoint Contract).

4. **INDIVIDUAL CUSTOMER:** Each Arkansas state agency and political subdivision ("Participating Entity") that Purchases MRO supplies will be treated as if they are individual customers under the NASPO ValuePoint Contract. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the NASPO ValuePoint Contract and they will have the same rights and responsibilities for their purchases as the Lead State has in the NASPO ValuePoint Contract to the extent allowed by law. Each Participating Entity will be responsible to Contractor and its subcontractors ("Vendor") for their own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the NASPO ValuePoint Contract for their purchases.
5. **CHANGES:** The following changes to the terms and conditions of the NASPO ValuePoint Contract that apply to the Vendor and Participating State are as follows:
 - a. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Participating Entity. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Vendor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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Payments shall be submitted to the Vendor at the address shown on the invoice. Payment shall be tendered to the Vendor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the Vendor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Participating Entity's "Purchasing Card."

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

- b. Purchase Order Instructions:** All Participating Entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Contract including, without limitation, the obligation to pay the Vendor for products and/or services provided. The parties acknowledge and agree that orders submitted to the Vendor from a Participating Entity through the Participating Entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Contract.
- c. Price Agreement Number:** All purchase orders issued by the Participating Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Solicitation #DASPS-2183-17, agency name, address, name of contact person and phone number.
- d. Reporting:** The Vendor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports should include the following data: agency name and address, product description, quantity, unit and extended prices.
- e. Record Retention:** The Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Participating Addendum in its possession in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Vendor agrees to grant reasonable access upon a request to Vendor based on reasonable grounds to State or Federal Government entities or any of their duly authorized representatives.
- Financial and accounting records of Vendor shall be made available, upon request to Vendor based on reasonable grounds, to the State of Arkansas' designee at any time during the Participating Addendum period and any extension thereof, and for five (5) years from expiration date and final payment on the Participating Addendum or extension thereof.
- f. Delivery:** Free On Board Destination
- g. Taxes:** Personal Property tax will not be charged to Arkansas state agencies.

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- h. Cancellation:** The State or Vendor may cancel this Participating Addendum by giving the other party and NJPA written notice of such cancellation thirty (30) days prior to the date of cancellation.
- i. Governing Law:** The laws of the State of Arkansas shall govern this Participating Addendum.
- j. Venue and Jurisdiction:** Venue for any claim, dispute, or action concerning an order placed against the Participating Addendum shall be Pulaski County, Arkansas.
- k. Sovereign Immunity:** Nothing under this Participating Addendum or the NJPA Contract shall be deemed or construed as a waiver of the State's right to sovereign immunity.
- l. Term:** This PA shall have a term that begins on July 1, 2018 and terminates on June 30, 2023 or at the termination of the NASPO ValuePoint Contract, whichever shall happen earlier.

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5. PRIMARY CONTACTS: The primary contacts for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Shirley A. Smith, State Procurement Analyst (State of Oregon)
Address:	1225 Ferry St. SE
Telephone:	(503) 378-5395
E-Mail:	shirley.smith@oregon.gov

Contractor

Company Name:	W. W. Grainger, Inc.
Contact Person	Scott Fitzgerald
Address:	6100 Murray Street, Little Rock, AR 72209-8528
Telephone:	(225) 328-1366
Fax:	N/A
E-Mail:	scott.s.fitzgerald@grainger.com

Arkansas Contact

Company Name:	W. W. Grainger
Contact Person	Scott Fitzgerald
Address:	6100 Murray Street, Little Rock, AR 72209-8528
Telephone:	(225) 328-1366
Fax:	N/A
E-Mail:	scott.s.fitzgerald@grainger.com

Participating Entity

Name:	Judy Shirley
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7 th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-324-9314
E-Mail:	Judy.shirley@dfa.arkansas.gov

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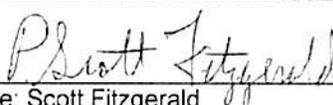
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This Participating Addendum and Solicitation #DASPS-2183-17 (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations 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 Participating Addendum and the NASPO ValuePoint Contract, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Contract 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 Participating Addendum and the NASPO ValuePoint Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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

Participating State: State of Arkansas	Contractor: W. W. Grainger
By: 	By: 
Name: Randy Wright	Name: Scott Fitzgerald
Title: Deputy Director of OSP	Title: Government Sales Manager
Date: 6/27/18 <i>ymd</i>	Date: 06-20-2018

