

**MASTER AGREEMENT # 8496
FORM PARTICIPATING ADDENDUM**

NASPO ValuePoint
PARTICIPATING ADDENDUM



**Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies**
Lead by the State of Oregon

Master Agreement #: **8496**
Contractor: **W.W. Grainger, Inc. (Contractor)**
Participating Entity: **State of Wisconsin**
Participating State Contract Number: **505ENT-M19-FACILITMRO-02**

Contract Term: 10/1/ 18 – 6/30/2019 with (4), one-year renewal periods for a total term expiration of 6/30/2023.

All commodities within scope of the following categories are included in this Addendum:

- (#1) Janitorial Equip. & Supplies (does not include Sanitation Cleaning Chemicals)
- (#3) Fasteners
- (#4) Material Handling
- (#6) Power Sources
- (#7) Outdoor Garden
- (#9) HVAC
- (#10) Hand Tools
- (#11) Power Tools (excluding automotive related tools and products)
- (#13) Paint
- (#14) Security
- (#15) Safety (does not include any public safety equipment)

The following Goods or services are not included in this Addendum:

- (#2) Sanitation Cleaning Chemicals (does not include Janitorial Equipment & Supplies)
- (#5) Plumbing
- (#8) Lamps, Lighting, Ballasts
- (#12) Electrical

Additional items to be **excluded** from this contract include all State Use Work Center contract products. The State reserves the right to modify this exclusions list at any time during the contract term through a fully executed contract amendment.

Category exclusions and Work Center product exclusions apply to all state entities. Category exclusions apply to municipalities when using the WISBuy ordering platform, however, if the municipality chooses to order in another method the category exclusion does not apply. Work Center product exclusions do not apply to municipalities.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This Addendum consists of the following documents, which are incorporated herein as part of this Addendum:

- a) Attachment 1 – State of Wisconsin Standard Terms and Conditions
 - b) Attachment 2 – Cooperative Purchasing Agreement
 - c) Attachment 3 – Additional Vendor Incentives
 - d) Attachment 4 – Detailed Sales Data Report
2. **Participation:** This NASPO ValuePoint Master Agreement 8496 may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
 3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tessa Oosterhouse
Address:	501 Atlas Ave Madison, WI 53714
Telephone:	414-943-3314
Fax:	855-281-3749
Email:	tessa.oosterhouse@grainger.com

Participating Entity

Name:	Brooke Gullick
Address:	PO Box 7867 Madison, WI 53707-7867
Telephone:	608-266-0817
Fax:	608-267-0600
Email:	Brooke.gullick@wisconsin.gov

4. **Participating Entity Modifications Or Additions To The Master Agreement:** These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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

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

- a. Wisconsin Contract Number is 505ENT-M19-FACILITMRO-02.
- b. The State of Wisconsin Standard Terms and Conditions ((DOA-3054, revised R1/2018) as attached become part of this Participating Addendum. *(Attachment 1)*

- c. The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.
- d. The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.
- e. The Contractor must sign and include the Cooperative Purchasing Agreement to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2)
- f. This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end date of the NASPO ValuePoint contract. NASPO ValuePoint amendments to renew the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contract or this Participating Addendum.
- g. The State of Wisconsin, Department of Administration may terminate this contract at any time upon 60-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.
- h. Contractor must not intentionally infringe on established or future contracts awarded by the Participating State. Contractor understands and agrees that as existing contracts either reach the end of their current term, or reach their maximum term date, the Participating State reserves the right, at its sole discretion, to extend or re-solicit (re-bid) these contracts. Additionally, the Participating State reserves the right, at its sole discretion, to solicit bids and make an award for any category or categories (specified or not) in this Participating Addendum.
- i. Incentives: The State of Wisconsin shall receive a 1% incentive payment on all purchases (including municipalities) made against this contract, as provided in the NASPO ValuePoint Master Agreement 8496. The incentive payment is not to be included in the cost of the goods or services. The incentive payment is to be based upon the total dollars invoiced under the contract; less any freight, taxes, returns, credits and adjustments. The incentive payment shall be made in check form, payable to the State of Wisconsin, Department of Administration and must be paid within forty-five (45) days following the end of each calendar quarter, on all purchases under the price agreement, less any freight, taxes, returns, credits or adjustments. Incentives paid under this mandate shall correlate with figures submitted on the quarterly reports.
Remit check to:

State of Wisconsin, Department of Administration Attn: State Bureau of Procurement

PO Box 7867 Madison, WI 53707-7867

See Attachment 3 for a list of additional vendor incentives.

- i. **Pricing:** The pricing terms, discount matrix and market basket from the Master Agreement shall be incorporated in this Participating Addendum. Any adjustment or amendment of the pricing will not be effective unless approved by the Lead State for the Master Agreement. Contractor shall send email notification to the Participating entity after any adjustment or amendment of pricing approved by the Lead State. The State of Wisconsin shall be given the immediate benefit of any decrease in the market or allowable discount.

NASPO ValuePoint Category	Percentage Discount
Janitorial Equip. & Supplies (does not include Sanitation Cleaning Chemicals)	17%
Fasteners	35%
Material Handling	11%
Power Source	23%
Outdoor Garden	13%
HVAC	17%
Hand Tools	14%
Power Tools (excluding automotive related tools and product)	11%
Paint	13%
Security	17%
Safety (does not include any public safety equipment)	19%

- k. **Reporting:** Quarterly sales reports shall be submitted electronically to the contract manager. These reports shall be in excel format containing columns specified in Detailed Sales Data Report (Attachment 4).

All fields shall remain uniform throughout the report and consistent throughout the lifecycle of reporting on this contract. Reports are due for each quarter as follows:

Reporting Period	Due Date
JANUARY 1 to MARCH 31	APRIL 30
APRIL 1 to JUNE 30	JULY 31
JULY 1 to SEPTEMBER 30	OCTOBER 31
OCTOBER 1 to December 31	JANUARY 31

At the State's request, vendor shall work with the State to identify cost savings opportunities and provide reports which track these opportunities.

- l. **Product Blocking:** Vendor shall have the ability to block/restrict products available through vendors WISBuy punchout and vendor's state specific website upon contract manager

discretion and complete the process within two (2) business days. Only products sold within the scope of this contract and in compliance with the category exclusion clause shall be made available through the WISBuy punchout and vendor's state specific website.

Price Auditing: The State of Wisconsin will use the vendor's publicly available website, <https://www.grainger.com>, which was also provided in the Lead State's Master Agreement and log into account for auditing product prices. Grainger will provide the State with a digital static content file three (3) times per year that will include: (1) Grainger catalog product sold under the State contract terms to the State; (2) current Grainger product Contract Reference Point (CRP) price; and (3) respective contract price for all file product.

m. Custom Market basket: Vendor shall create a custom market basket with a minimum of 300-line items for the State of Wisconsin which shall be reviewed quarterly (following the reporting period stated in section 4. j.) and adjusted based on the previous quarters sales data. The initial custom market basket shall be submitted within 30 days of contract start date and will be in effect through the quarter ending on March 31, 2019. All subsequent adjustments to custom market baskets should be provided within two weeks of the start of the next quarter.

5. Lease Agreements: Lease Agreements Are NOT Authorized by this Contract.

6. Subcontractors: All Contractor's Distributors authorized in the State of Wisconsin, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. All orders issued by purchasing entities within the State of Wisconsin must include the Participating State contract number: 505ENT-M19-FACILITMRO-02 as well as the Lead State Master Agreement number 8496.

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

Participating Entity: State of Wisconsin	Contractor: Grainger, Inc.
Signature: 	Signature: 
Name: Sara Redford	Name: Tessa Oosterhouse
Title: Director, State Bureau of Procurement	Title: Government Sales Manager
Date: 09/28/18	Date: 9/21/2018

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator: Shannon Berry
 Telephone: 775-720-3404
 Email: sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]