

**FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO) AND  
INDUSTRIAL SUPPLIES**

Led by the State of Oregon

Master Agreement #: **8496**

Contractor: **W.W. GRAINGER, INC.**

Participating Entity: **STATE OF ALASKA**

**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 authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, cities, boroughs, school districts, universities, political subdivisions, and other entities authorized to use statewide contracts in the State of Alaska. 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:	Casey Banks
Telephone:	(503) 896-0465
Email:	casey.banks@grainger.com

Participating Entity

Name:	Jason Grove
Telephone:	(907) 465-5679
Email:	jason.grove@alaska.gov

4. Participating Entity Modifications or Additions to Master Agreement:

These modifications or additions apply only to actions and relationships within the Participating Entity.

a) Shipping and Delivery:

All deliveries shall be F.O.B. destination anywhere within the boundaries of the State of Alaska via standard ground delivery. No freight or handling charges will apply unless the ordering agency requests expedited or special handling requirements. Special handling may include items that exceed standard ground delivery weights or size limits.

b) Administrative Fee

The contractor shall provide a quarterly administrative fee of 1.5% to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration,

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Division of General Services for the calculated amount equal to 1.5% of all contract sales for the quarterly period.

The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.

Administrative fee checks shall be submitted to:

State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210  
ATTN: Purchasing Section

If the contractor wishes to submit the administrative fee due via Electronic Funds Transfer (EFT), contact the Purchasing Entity contact for instructions.

The administrative fee shall not be included as an adjustment to the contractor's master agreement pricing and shall not be invoiced or charged to an ordering agency.

Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA or their successor(s).

c) Usage Reports

The contractor must provide a quarterly volume report to the Participating Entity contact (or their successors). The report must provide information which allows the state to determine the amount of savings being realized under the contract by both state agencies and political subdivisions and to verify the administrative fee payments align with the reported contract spend.

d) Public Safety Exclusion

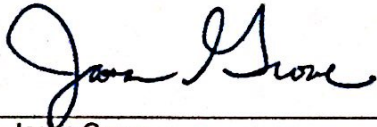

Master Agreement #8496 excludes public safety equipment in Exhibit B Section 1 Products. Public safety equipment is defined as products available through an established NASPO ValuePoint Master Agreement including body armor products, public safety communications equipment phase 1 and 2, and public safety video systems. All other safety, emergency preparedness, disaster recovery, EMS, law enforcement, corrections, and fire service and uniforms products not sold via an established NASPO ValuePoint public safety Master Agreement are available for purchase under Master Agreement #8496.

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5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by an authorized user in the Participating State 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.

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

Participating Entity: State of Alaska	Contractor: W.W. Grainger, Inc.
Signature: 	Signature: 
Name: Jason Grove	Name: Casey Banks
Title: Contracting Officer	Title: Government Sales Manager
Date: 6/22/18	Date: 6/22/18