

STATE OF VERMONT PARTICIPATING ADDENDUM # 48987
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Facilities MRO and Industrial Supplies
Led by the Commonwealth of Kentucky
NASPO Master Agreement #MA 758 2500000413

Contractor: W.W. Grainger, Inc. dba Grainger

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/facilities-mro-and-industrial-supplies-2024-2030/w-w-grainger-inc/>

1. **Parties.** This Participating Addendum (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:
 - a) Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals
 - b) Fasteners
 - c) Material Handling
 - d) Plumbing Equipment
 - e) Power Sources
 - f) Landscaping and Outdoor Supplies and Equipment
 - g) Lamps, Lighting, Ballasts, and Equipment
 - h) Heating, Ventilation, Air Conditioning (HVAC)
 - i) Hand Tools
 - j) Power Tools
 - k) Electrical Supplies and Equipment
 - l) Paint and Related Supplies
 - m) Security
 - n) Safety
 - o) Other
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered

in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. **Contract Term.** This Agreement shall be effective on January 1, 2025 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Restricted/Disallowed Products and Services.** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section. The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.
 - a. This Participating Addendum is to be utilized for small or unanticipated purchases not otherwise available under an existing state contract.
 - b. VALUE ADDED SERVICES: The following Value-Added Services requirements shall not be implemented until such a time an amendment is executed. At such time the Parties may negotiate any terms of service applicable.
 - i. Installation of Products and Services
 - ii. Warehouse Management Solutions
 - iii. Inventory Management
 - iv. Disaster Recovery Plans and Services
 - v. Diverse Supplier Network
 - vi. Discounts and Other Incentives
7. **No Lease Agreements with State Purchasers.** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.
8. **Requirements for Ordering.**
 - a. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period that occurs after termination of this Agreement, provided that such delivery or performance is strictly in accordance with an Order placed prior to termination of this Agreement.
 - i. Notwithstanding the expiration, cancellation or termination of this Agreement,

Contractor: W.W. Grainger, Inc. dba Grainger

Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.

- ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
 - b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.
 - c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
 - d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
- 9. *Requirements for Ordering Applicable to State Purchasers Only.*** The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.
 - a. Contract Backed Purchase Order (PO). For orders by State Purchasers that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.
 - b. Services. For orders that include services Contractor shall use the State of Vermont SOW Services Order Form.
 - c. For orders greater than \$5,000, State Purchasers shall request quotes from multiple contractors when comparable items are available.
 - d. The limit for aggregate purchases of the same item is \$100,000.00.
 - i. Purchases or invoices should not be split in an attempt to stay under this

maximum purchase threshold.

10. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
- j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. *eCommerce:* Upon request by the State, Contractor shall provide online ordering via punchout catalog hosted by the Contractor or their provider, with the specifications listed below. Requirements will involve some Agencies/Departments requesting quotes through Vermont's eProcurement System or eMarket Center. In addition, purchase orders must be accepted from Vermont's eProcurement System.

Contractor: W.W. Grainger, Inc. dba Grainger

The eCommerce site must:

- allow CXML integration and support XML punchout purchase orders.
- display custom pricing and content for users of this contract.
- display only products and/or services available on this contract and not display items excluded or not awarded on this contract.
- allow for contract prices to remain constant even if pricing for the same items changes elsewhere on the site.
- accept orders with multiple ship-to addresses.
- accept bill-to and ship-to addresses from the order.
- assign a UNSPSC code to each product (desirable).
- accept requests for quotes for special orders/special pricing and make available for purchase orders.

12. Fulfillment Partners/Authorized Resellers.

- a. Resellers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an “Authorized Reseller”). Any Authorized Resellers will be listed on the Contractor’s dedicated webpage listed atop this Agreement.
- b. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as “Contractor” in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

13. Reporting. Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor’s reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov .
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
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

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
14. **Prior Approvals.** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.
15. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.
16. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.
17. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:
- a. **For the Contractor:**
 - Name: Erin Charbonneau
 - Address: 100 Grainger Parkway, Lake Forest, IL 60045-5201
 - Phone: 617-680-5709
 - Email: erin.charbonneau@grainger.com
 - b. **For the State:**
 - Name: Kyle Emerson, State of Vermont
 - Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
 - Phone: 802-249-7394
 - Email: kyle.emerson@vermont.gov
18. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.
19. **Attachments; Order of Precedence.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.
- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated October 1, 2024) is hereby incorporated by reference as if fully set forth herein and shall apply this this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .
 - b. If specified in an order made by a State Purchaser under this Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 shall be incorporated by reference and apply to the order as if specifically set forth in the

order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

- c. If specified in an order made by a State Purchaser under this Agreement, the “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: May 24, 2024)” shall be incorporated by reference and apply to the order as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- d. Byrd Anti-Lobbying Certification. The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

- e. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By W.W. Grainger, Inc. dba Grainger:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____