

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
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 South Dakota**

Contract Number 16096

(Hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WSCA 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 **all categories and for all states (entities)** authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA 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.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

The contractor may, at the contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

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

- 3.1. Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

4. Lease Agreements:

**Lease Agreements Are NOT Authorized By This Contract**

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
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 South Dakota**

Contract Number 16096  
(Hereinafter "Participating State")

Page 2 of 4

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, 3<sup>rd</sup> Floor, Carson City, NV 89701  
**Telephone:** (775) 684-0172  
**Fax:** (775) 684-0188  
**E-mail:** [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us)

**Contractor**

**Name:** Doug D'Alessio, Senior Government Sales Manager  
**Address:** W. W. Grainger, Inc., 100 Grainger Parkway  
Lake Forest, IL 60045  
**Telephone:** (916) 503-0229  
**Fax:** (916) 471-0515  
**E-mail:** [Doug.M.D'Alessio@grainger.com](mailto:Doug.M.D'Alessio@grainger.com)

**Participating State (Entity)**

**Name:** Andy Mobley  
**Address:** 523 E. Capitol Avenue, Pierre, SD 57501-3182  
**Telephone:** (605) 773-4278  
**Fax:** (605) 773-4840  
**E-mail:** [Andy.Mobley@state.sd.us](mailto:Andy.Mobley@state.sd.us)

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: 16096 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

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
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 South Dakota**

Contract Number 16096

(Hereinafter "Participating State")

Page 3 of 4

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.

9. Administrative Fee/Rebate: Acceptance?  Yes  No

Grainger will provide a 1% Base Administrative Fee to any Participating State that indicates its acceptance of the Fee by checking yes in the above box. The 1% Fee shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments.

10. Single Award Administrative Fee/Rebate: Acceptance?  Yes  No

To the extent that Participating State issues Grainger a single, exclusive, sole award to provide maintenance, repair and operating ("MRO") products as set forth in the Price Agreement, Grainger will provide the Participating State with an additional 2% Single Award Administrative Fee, such Fee to be paid quarterly, 45 days after the close of the quarter, on all purchases under the Price Agreement (in the State of South Dakota) less any freight, taxes, returns, credits or other adjustments. As part of the Single Award offer Grainger will also provide the State with a Market Basket of 100 critical items for the State that will be aggressively priced ("Customized Market Basket"). Participating State will be eligible for such Single Award Administrative Fee and the Customized Market Basket for so long as Grainger is the sole provider of MRO products to the State. To the extent that the Participating State issues other contracts covering MRO products, Grainger has the right to terminate providing the Single Award Administrative Fee of 2% and Customized Market Basket. Please indicate your acceptance of the Single Award terms and conditions and the Fee by checking the box above.

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**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

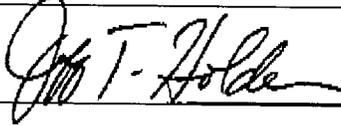
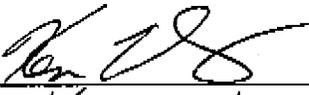
**State of South Dakota**

Contract Number 16096

(Hereinafter "Participating State")

Page 4 of 4

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

Participating State/Entity: STATE OF SOUTH DAKOTA	Contractor: W.W. GRAINGER, INC.
By: 	By: 
Name: Jeff T. Holden	Name: Ken Marks
Title: Director of Procurement Management	Title: District Sales Manager
Date: March 24, 2011	Date: 3/25/11

[Additional signatures as required by Participating State]