



COUNTY OF EL DORADO

4/5/2023 10:07:53 AM

Purchase Contract

Fiscal Year 2022

Page 1 of 1

V E N D O R	WW GRAINGER INC
	DEPT 809284995
	PALATINE, IL 60038-0001

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS	
Purchase Contract #	6702

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx

For Period: 07/01/2022 To 06/30/2023

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE:	\$90,000.00
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STATE OF CALIFORNIA PARTICIPATING ADDENDUM NO. 7-18-51-02, SUPPLEMENT 7, AMENMENT 4 ARE INCORPORATED TO AND MADE PART OF THIS PURCHASE CONTRACT.

ANY AND ALL PROVISION OF NASPO AGREEMENT #8496 THAT ARE FAVORABLE TO THE STATE OF CALIFORNIA SHALL ALSO APPLY IN FAVOR OF EL DORADO COUNTY FOR PURCHASES MADE ON BEHALF OF EL DORADO COUNTY (WW GRAINGER 7-18-51-02, SUPPLEMENT 7)

PRODUCT CATEGORIES AVAILABLE FOR ORDERING UNDER THIS AGREEMENT ARE IDENTIFIED IN SECTION 6 (PAGE 5)

ACCOUNT NUMBERS:

TRANSPORTATION	#809292246
BUILDING & GROUNDS	#822964821
SHERIFF	#858946890
JAIL	#826609109
HHS	#875649246
ANIMAL CONTROL	#862225802
ENVIRONMENTAL MGMT	#837757590

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

COOPERATIVE AGREEMENT USER INSTRUCTIONS NON-MANDATORY

****Supplement 7****
****(Incorporates Supplements 1 – 6)****

Effective Date: 12/22/2022

TITLE	DESCRIPTION
TITLE/DESCRIPTION:	Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies
CONTRACT NUMBERS:	7-18-51-01 Fastenal Company 7-18-51-02 W.W. Grainger, Inc. 7-18-51-03 SID Tool Co., dba MSC Industrial Supply Company 7-18-51-04 <i>*Noble Supply & Logistics, LLC* [Noble Supply and Logistics, Inc.]</i>
CONTRACT TERM:	07/01/2018 through <i>*June 30, 2024* [June 30, 2023]</i>
CONTRACT CATEGORY:	Non-IT Goods
MAXIMUM ORDER LIMIT:	Unlimited, unless otherwise specified by approved delegated purchase authority
FOR USE BY:	State and Local Governmental Agencies (Refer to Section 2)
STATE CONTRACT ADMINISTRATOR:	Yolanda Tutt (279) 946-8401 Yolanda.Tutt@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the “Title/Description” and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

ORIGINAL ON FILE
Yolanda Tutt, State Contract Administrator

SUMMARY OF CHANGES

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets. To obtain copies of previous User Instructions, please contact the State Contract Administrator listed in Section 4 (Contract Administrator).

Supplement Number	Description/Sections	Date
<i>*7*</i>	<p><i>*Supplement 7 incorporates the following changes:</i></p> <ul style="list-style-type: none"> • <i>Cover Page and Attachment A – Updated Contractor Name from Noble Supply and Logistics, Inc. to Noble Supply & Logistics, LLC.</i> • <i>Cover Page, Section 3.A. (Term), and Attachment A – Updated to reflect extension through June 30, 2024.</i> • <i>Section 5.H.12 (Technical Specifications) – Updated language and table.</i> • <i>Attachment A – Updated 7-18-51-01 (Fastenal Company) Ordering Contact, Phone, and Email.</i> • <i>Attachment A – Updated 7-18-51-04 (Noble Supply and Logistics, LLC) Ordering Contact, Address, Phone and Email.*</i> 	<i>*12/22/2022*</i>
6	<p>Supplement 6 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • Section 5.C (Available Products and Services) – Updated language. • Section 5.D (Restricted/Disallowed Products and Services – Updated language. • Section 5.E (Contractor Pricing) – Updated language. • Attachment A – Updated 7-18-51-01 (Fastenal Company) pricing website link. 	12/23/2021
5	<p>Supplement 5 replaces and supersedes previous User Instructions version. Revision includes:</p> <p>Cover Page and Section 4 (Contract Administrator) – State Contract Administrator phone number revised to (279) 946-8401.</p>	12/01/2021

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

Supplement Number	Description/Sections	Date
4	<p>Supplement 4 replaces and supersedes previous User Instructions version. Revision includes:</p> <p>Attachment A, Ordering Contact update for W.W. Grainger (page 16).</p>	06/25/2021
3	<p>Supplement 3 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • Updated User Instructions format • Added Table of Contents (page 3) • Added Recycled Content (Section G, Page 7) • Attachment A, Ordering Contact update for W.W. Grainger (page 16), and Noble Supply and Logistics, Inc. (page 18) 	03/24/2020
2	<p>Supplement 2 includes the following changes:</p> <ul style="list-style-type: none"> • Page 1 – ‘Contract Term’ updated to reflect extension. • Page 3, Section 1 – ‘Scope and Overview’: updated language added. Section 2 ‘Contract Availability’ Updated Statewide Contracts section. • Page 4, Section 5.B. – ‘Cooperative Agreement’: Updated link. • Page 5, Section 5.C. – ‘Available Products’: Updated language. • Page 10, Section 6 – ‘Contract Usage/Rules’: Includes Acquisition Method and Type, and added additional contract language. <p>NOTE: Any reference to “State Department” has been changed to State Agency.</p>	06/07/2019
1	<p>Supplement 1 includes the following changes:</p> <ul style="list-style-type: none"> • Cover Page – <ul style="list-style-type: none"> ○ Updated Contractor name for 7-18-51-04 (from Noble Supply and Logistics, Inc. to Noble Sales Co., Inc.) • Section 3 (Contract Term) – Updated contract term language 	12/18/2018

COOPERATIVE AGREEMENT USER INSTRUCTIONS
 Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

Supplement Number	Description/Sections	Date
	<ul style="list-style-type: none"> • Section 5.B (California Cooperative Agreement) – Updated instructions for accessing documents in Cal eProcure • Section 5.C (Available Products and Services) – Updated category definitions and added reference to new Attachment B • Section 6.C (Purchasing Authority) – Updated purchasing authority language to include acquisition method and type • Section 6.F (California Seller’s Permit) – Updated link and instructions regarding Authorized Resellers • Section 6.G (Order Limits) – Updated Order limit language • Section 7 (Ordering Procedures) <ul style="list-style-type: none"> ○ Updated RFO requirements to include Bidder Declaration ○ Updated Authorized Reseller requirements ○ Updated Purchase document formats for state agencies • Section 8.B (Payee Data Record) – Updated requirement for state agencies to obtain STD 204 • Section 8.C (CAL-Card) – Updated language regarding purchase order form • Attachment A – <ul style="list-style-type: none"> ○ Updated Cooperative Agreement website links ○ Updated instructions for ordering through state-approved Authorized Resellers <p>NOTE: Any reference to “State Department” has been changed to State Agency.</p>	
N/A	Original User Instructions posted	07/01/2018

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USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

- A. The Department of General Services, Procurement Division (DGS-PD) has established a California Participating Addendum (hereafter referred to as “California Cooperative Agreement” or “Cooperative Agreement”) with individual Contractors (as noted on page 1) for use of the Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies Master Agreements executed by the state of Oregon.
- B. These Cooperative Agreements provide state and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual Cooperative Agreements. Attachment A identifies specific Cooperative Agreement information by Contractor.
- C. Note: Unless otherwise specified within this document, the term “Ordering Agencies” will refer to all state agencies and local governmental agencies eligible to utilize these agreements. Ordering and usage instructions exclusive to state or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Agencies

- 1) Use of these agreements is non-mandatory for California state agencies.
- 2) Refer to Section 5.D (Restricted/Disallowed Products and Services) for more information.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) Local governmental is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds.
- 3) While the DGS-PD makes these agreements available to local governmental agencies, each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

3. CONTRACT TERM

- A. The term for these California Cooperative Agreements is from the date of the State’s approval through ***June 30, 2024*** [~~June 30, 2023~~], or upon termination by the State, whichever occurs first. Refer to Attachment A for current individual agreement term dates.
- B. Order placement and execution shall be on or before the expiration of the California Cooperative Agreement. However, delivery of products or completion of services may be after the California Cooperative Agreement expiration date.
- C. Lead State NASPO ValuePoint Master Agreements may be extended beyond the original contract period upon mutual agreement between the lead state and the Contractor. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into these California Cooperative Agreements. Extension(s) to the term of the California Cooperative Agreements will be through a written amendment upon mutual agreement between DGS-PD and the Contractor.

4. CONTRACT ADMINISTRATOR

- A. DGS-PD and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.
- B. The State Contract Administrator for these agreements is:

Administrator Information	State Contract Administrator
Name:	Yolanda Tutt
Telephone:	(279) 946-8401
Email:	Yolanda.Tutt@dgs.ca.gov
Address:	DGS, Procurement Division Attn: Yolanda Tutt 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Contractor Contract Administrator contact information is outlined in Attachment A.

5. CONTRACT INFORMATION

A. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Cooperative Agreements are based on some or all of the products, services and prices from the NASPO ValuePoint Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies Master Agreements issued by the State of Oregon. Copies of the Master Agreements and Contractor price lists are posted on the [NASPO ValuePoint Portfolio website](https://www.naspovaluepoint.org/portfolio/facilities-mro-and-industrial-supplies-2018-2023/) (<https://www.naspovaluepoint.org/portfolio/facilities-mro-and-industrial-supplies-2018-2023/>).

B. California Cooperative Agreements (Participating Addendum Documents)

California Cooperative Agreements and related documents are posted in [Cal eProcure](https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx) (<https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>). Direct links to each agreement in Cal eProcure are found in Attachment A.

C. Available Products

Products available include but are not limited to:

- Janitorial Equipment & Supplies
- Cleaning
- Security
- Sanitation Cleaning Chemicals
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Safety (does not include Public Safety Equipment, i.e., Body Armor, Body Cameras, and Public Safety)
- HVAC
- Lamps Lighting, Ballasts and Fixtures
- Material Handling
- Electrical
- Fasteners
- Power Sources
- Power Tools (excluding Automotive related tools and products)
- Hand Tools

Ordering agencies should refer to each contractors' pricing website listed in Attachment A.

D. Restricted/Disallowed Products and Services (State Agencies Only)

- 1) Product offerings restricted in the Oregon NASPO ValuePoint Master Agreements.
- 2) Product and service categories available on mandatory California statewide contracts cannot be purchased by state agencies from these Cooperative Agreements without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

E. Contractor Pricing

Pricing is based on a discount off manufacturer's retail price (MSRP). Price lists for each Contractor are posted on the NASPO ValuePoint website. Links to the NASPO ValuePoint website and the Contractor's catalog websites are identified in Attachment A.

Contractors may offer greater discounts and/or lower prices than those published in their price list.

F. Small Business/Disabled Veteran Business Enterprise Participation

- 1) State agencies are able to claim credit towards their Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) goals whenever a commercially useful function is performed by a certified SB or DVBE.
- 2) Any California SB and or DVBE certifications possessed by the Prime Contractor are shown in Attachment A.
- 3) State agencies must verify certifications on [Cal eProcure](https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) (<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>).
- 4) When utilizing a SB or DVBE, state agencies must review the activities to be performed to assure that the firm performs a "commercially useful function" as defined by Title 2 CCR section 1896.71(b).
- 5) If issuing an order to a DVBE firm, state agencies must obtain a Disabled Veteran Business Enterprise Declaration (STD. 843).

G. Recycled Content

- 1) State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery (CalRecycle) State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

- 2) Contractor will complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (<https://www.calrecycle.ca.gov/contracts/forms>) upon request by the state agency.

H. Technical Specifications

Technical specifications apply to both state and local government and include recently implemented state regulations. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

- 1) Agencies are to buy EPP products whenever they meet the agencies' needs while considering factors such as cost, performance and availability. Examples of EPP products are listed in the Department of General Services Purchasing Standards, and include but are not limited to janitorial cleaners, janitorial paper products, LED lamps, office desk lamps, seating.
- 2) Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certify. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must include the industry standard it meets within the catalog product description.
- 3) Thermostat products must be [Energy Star certified](https://www.energystar.gov/products/heating_cooling/smart_thermostats) (https://www.energystar.gov/products/heating_cooling/smart_thermostats)
- 4) At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycle content in each of the products and associated shipping/packaging materials sold. The recycle content shall include both post-consumer recycle content (PCRC) and pre-consumer (post-industrial) recycle content percentages. All products sold to State Agencies shall include the recycle content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycle Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. Refer to Cal Recycle SABRC Program requirements for suppliers.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

- 5) Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] Refer to [Regulations for Reducing Emissions in Consumer Products](#) for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.

- 6) Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the state of California. Prohibited products shall be identified as “Does not meet California Requirements, cannot be shipped to California.” Exempted products shall state the reason the exemption applies i.e. “Solely for industrial use. Potential health hazard: emits ozone.” [17CCR§94800-§94810]. Further manufacturer and distributor information can be found on the [California Air Resources Board website](#). (<http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm>).

- 7) Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712. Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

- 8) The State of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the state of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brush cutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. Refer to [California Air Resources Board Off-Road Certification Database](#) for a list of compliant products. Off-road power equipment must be identified as “CARB Certified” and include within the catalog product description its EO number. High-Global Warming Potential (High-GWP) refrigerants for stationary sources are restricted for sale in the state of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) Refer to [California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants](#). Refrigerants must include their GWP_{100yr} value within the catalog product description.
- 9) Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1609.). Only appliances that are Energy Star® qualified shall be sold to state agencies. Appliances must meet most recent energy Star® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards include: central air conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products. Refer to [The California Energy Commission Appliance Efficiency Database](#) for list of compliant products.
- 10) Plastic trash bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR§ 17979 et seq Article 5.) Refer to [CalRecycle Recycle Content Plastic Trash Bag Program](#) for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.
- 11) Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.

- 12) Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum ***Post-Consumer Recycled Content [PCRC]*** and/or ***Pre-Consumer Recycled Content* [RC]** percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent ***Post-Consumer Recycled Content* [PCRC]** and percent ***Pre-Consumer Recycled Content* [RC]**.

Janitorial Paper Product Recycle Content Table

Commodity	*Post-Consumer Recycled Content* [PCRC] % [Fiber] (min)	*Pre-Consumer Recycled Content* [RC] % [Fiber] (min)	*Total Recycled Content* [RC] % (min) by weight
Bathroom Tissue	30	20	*50* [40]
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	*40* [30]
General-purpose Industrial Wipes	40	40	80

- 13) Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Cleaners*, as posted in the [Buying Green website](#). When buying light emitting diode (LED) bulbs choose bulbs that meet the requirements of the Voluntary California Quality LED Lamp Specification.
- 14) Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.
- 15) Product Take-Back – Contractor to offer product take-back options for all products characterized as universal waste and products must be managed per the Universal Waste Rule (California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23, Standard for Universal Waste Management). Use of take-back services shall be optional to any participating state and local agency under this contract.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

16) Sustainability/Environmental Practices – Contractor to provide link to their corporate-wide sustainability policy

I. DGS Administrative Fee

Ordering Agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

6. CONTRACT USAGE/RULES

A. Adherence to Applicable Laws (State Agencies Only)

State agencies must adhere to all applicable state laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual).

B. Purchasing Authority (State Agencies Only)

The leveraged procurement agreement acquisition method and type for these agreements are:

Acquisition Method	Acquisition Type
Cooperative Agreements (no further competition required)	Non-IT Goods

Prior to executing orders, state agencies must have been granted purchasing authority by DGS-PD for the use of the acquisition method and type listed above. For more information, contact the DGS-PD Purchasing Authority Management Section at pams@dgs.ca.gov

C. Order Limits/Dollar Thresholds (State Agencies Only)

State agencies may execute orders, including amendments, up to the maximum order limit listed on page 1, unless otherwise specified by their approved delegated purchasing authority. Each state agency’s purchasing authority is listed by acquisition method and type on their Purchasing Authority Approval Letter (PAAL).

D. California Seller’s Permit (State Agencies Only)

California Seller’s Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, state agencies should verify that permits are currently valid on [California Department of Tax and Fee Administration \(CDTFA\) website](http://www.cdtfa.ca.gov/) (www.cdtfa.ca.gov/). State agencies must adhere to the file documentation required in the State Contracting Manual Volume, as applicable.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

E. Darfur Contracting Act Certification (State Agencies Only)

Contractors have a signed Darfur Contracting Act Certification on file with DGS-PD.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

F. Civil Rights Certification (orders ≥ \$100,000) (State Agencies Only)

Contractors have a signed California Civil Rights Laws Attachment on file with DGS-PD.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller provides a California Civil Rights Laws Attachment.

G. Iran Contracting Act Certification (orders over \$1 million) (State Agencies Only)

Contractors have a signed Iran Contracting Act Certification on file with the DGS-PD. When issuing an order to an Authorized Reseller, it is the state agency's responsibility to ensure that the reseller provides an Iran Contracting Act Certification.

Prior to award, the state agency must check the "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act, 2010 List" posted by DGS to confirm firm is not listed as an ineligible business.

7. ORDERING PROCEDURES

A. Contractor Selection Process

Ordering Agencies are not required to solicit multiple offers when executing purchase orders under these agreements. However, conducting price comparisons among the suppliers is encouraged.

B. Authorized Resellers

- 1) State-approved Authorized Resellers accept purchase orders and payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Cooperative Agreement.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

- 2) Ordering Agencies may only use State-approved Authorized Resellers for soliciting offers and order execution when:
 - a) Attachment A indicates Authorized Resellers are available for use under the specific California Cooperative Agreement; and
 - b) The firm is identified on the most current Approved Authorized Reseller listing posted on the State's Cal eProcure website.
- 3) When soliciting offers from Authorized Resellers, state agencies must retain a copy of the Approved Authorized Reseller listing in the procurement file.
- 4) All orders to Authorized Resellers must contain the California Cooperative Agreement number and the Prime Contractor's name as instructed in Attachment A.

C. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Cooperative Agreement number as shown in Attachment A.

- 1) State Agencies
 - a) *STD 65 Purchase Documents* – State Agencies not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (STD 65) for purchase execution. An electronic version of the STD 65 is available at the [DGS-PD website](https://www.dgs.ca.gov/PD/Forms) (<https://www.dgs.ca.gov/PD/Forms>).
 - b) *FI\$Cal Purchase Documents* – State agencies transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.
- 2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

8. INVOICING AND PAYMENT

A. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Payee Data Record

State agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (STD 204) to process payments. State agencies forward a copy of the STD 204 to their accounting office(s). Without the STD 204, payment may be unnecessarily delayed.

C. CAL-Card

Ordering Agencies may use the CAL-Card for the payment of invoices if accepted by the Contractor. Use of the CAL-Card requires the execution of a purchase order document as referenced in Section 7.C (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve state agencies from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

D. Golden State Financial Marketplace (GS \$Mart)

Ordering Agencies may utilize financing available through DGS-PD GS \$Mart program. Program information is available on the [DGS-PD State Financial Marketplace website](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/State-Financial-Marketplace) (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/State-Financial-Marketplace>).

9. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering Agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

ATTACHMENT A – Contractor Information

Item	Agreement Detail
Cooperative Agreement	7-18-51-01
Contractor Name	Fastenal Company
Term	07/01/2018 through *June 30, 2024* [June 30, 2023]
Link to Cal eProcure	Cal eProcure 7-18-51-01 webpage
Lead State Agreement	8497
Seller's Permit Number	99394823 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Ordering Address	Fastenal Company *Attn: Bill Franssen* [Erik McKenna] 2001 Theurer Blvd Winona, MN 55987
Ordering Email	*cagovsales@fastenal.com* [govcoordinators@fastenal.com]
Ordering Fax	(507) 494-7948
Ordering Contact	*Bill Franssen* [Erik McKenna]: *(757) 342-6123* [(760) 761-0004 Ext 3]
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-18-51-01 webpage FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: (Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address>
Pricing (website)	https://www.fastenal.com/home Note: In order to view the NASPO contract pricing, you must be registered and logged in online.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
 Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-18-51-02
Contractor Name	W.W. Grainger, Inc.
Term	07/01/2018 through *June 30, 2024* [June 30, 2023]
Link to Cal eProcure	Cal eProcure 7-18-51-02 webpage
Lead State Agreement	8496
Seller's Permit Number	98004877 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Ordering Address	W.W. Grainger, Inc. Attn: Jon Newsom 401 S Wright Road Janesville, WI 53546
Ordering Email	castateteam@grainger.com
Ordering Phone	(800) 700-6955
Ordering Contact	Jon Newsom: (530) 309-4120
Authorized Resellers (Refer to Section 7.B)	<p>Current Approved Authorized Reseller list is posted on Cal eProcure 7-18-51-02 webpage</p> <p>FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal.</p> <p>Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows:</p> <p><i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i></p>
Pricing (website)	<p>http://www.grainger.com/Grainger/wwg/start.shtml</p> <p>Note: In order to view the NASPO contract pricing, you must be registered and logged in online.</p>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-18-51-03
Contractor Name	SID Tool Co., Inc. <i>dba</i> MSC Industrial Supply Company
Term	07/01/2018 through *June 30, 2024* [June 30, 2023]
Link to Cal eProcure	Cal eProcure 7-18-51-03 webpage
Lead State Agreement	8499
Seller's Permit Number	101325893 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Ordering Address	MSC Industrial Supply Company Attn: Damon Perez 75 Maxess Road Melville, NY 11747
Ordering Email	perezd@mscdirect.com
Ordering Fax	(800) 753-7937
Ordering Contact	NASPO ValuePoint Team: (888) 672-9722
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-18-51-03 webpage FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>
Pricing (website)	http://www1.mscdirect.com/cgi/nnsrhm Note: In order to view the NASPO contract pricing, you must be registered and logged in online.

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Facilities Maintenance and Repair & Operations (MRO), Industrial Supplies

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-18-51-04
Contractor Name	<i>*Noble Supply & Logistics, LLC* [Noble Supply and Logistics, Inc.]</i>
Term	7/27/2018 through <i>*June 30, 2024* [June 30, 2023]</i>
Link to Cal eProcure	Cal eProcure 7-18-51-04 webpage
Lead State Agreement	8504
Seller's Permit Number	101653762 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Ordering Address	<i>*Noble Supply & Logistics, LLC* [Noble Supply and Logistics, Inc.] Attn: <i>*Nick Liolios* [Cassie Proude]</i> <i>*One Marina Park Drive, Suite 220* [302 Weymouth Street] *Boston, MA 02210* [Rockland, MA 02370]</i></i>
Ordering Email	<i>*nliolios@noble.com* [eproude@noble.com]</i>
Ordering Fax	N/A
Ordering Contact	<i>*Nick Liolios* [Cassie Proude]: <i>*(508)944-5722*</i> [(781) 630-2227]</i>
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-18-51-04 webpage FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>
Pricing (website)	https://alpha.noble.com/naspovp/login.ssp Note: In order to view the NASPO contract pricing, you must be registered and logged in online.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-18-51-02
AMENDMENT 4

Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies
Oregon NASPO ValuePoint Master Agreement Number 8498
W.W. Grainger, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-18-51-02 as follows:

1) **Section 2.m. TECHNICAL SPECIFICATIONS** is revised to read as follows:

Janitorial paper products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the state of California MRO contracts must meet the minimum requirements listed in the *Department of General Services Purchasing Standard for Janitorial Supplies, Paper Products*, as posted in the Buying Green website or meet the minimum Post-Consumer Recycled Content and/or Recycled Content percentages listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent Post-Consumer Recycled Content and percent Pre-Consumer Recycled Content.

Janitorial Paper Product Recycle Content Table

Commodity	Post-Consumer Recycled Content % (min)	Pre-Consumer Recycled Content % (min)	Total Recycled Content % (min) by weight
Bathroom Tissue	30	20	50
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	30	40
General-purpose Industrial Wipes	40	40	80

2) **Section 3.A. TERM** agreement is extended from June 30, 2023 to June 30, 2024 and revised to read as follows:

The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2024, or upon termination by the State, whichever occurs first.

**Participating Addendum 7-18-51-02
Amendment 4**

3) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews 12/22/2022
Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

W.W. Grainger, Inc.

Contractor Name

J. Newsom 12/21/22
Authorized Signature Date Signed

JUN NEWSOM SA GSM

Printed Name/Title of Person Signing

3691 INDUSTRIAL BLVD.
WEST SACRAMENTO, CA 95691
Address