



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

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| TO: W.W. GRAINGER, INC. 100 GRAINGER PARKWAY LAKE FOREST, ILLINOIS 60045 | DATE ISSUED: 3/17/2023 |
| | CONTRACT NO: 23-POL-R-490 |
| | CONTRACT TITLE: PUBLIC SAFETY SUPPLIES |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-POL-R-490, including any attachments or amendments thereto.

EFFECTIVE DATE: MARCH 17, 2023

EXPIRES: OCTOBER 7, 2026

RENEWALS: ONE (1) ONE (1) YEAR RENEWAL PERIOD FROM OCTOBER 8, 2026 TO OCTOBER 7, 2027

COMMODITY CODE(S): 34087

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-POL-R-490

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ALLISON DARLING

VENDOR TEL. NO.: (713) 805-9845

EMAIL ADDRESS: ALLISON.DARLING@GRAINGER.COM

COUNTY CONTACT: SGT. JOHN LAFLEY, APD

COUNTY TEL. NO.: (703) 228-4099

COUNTY CONTACT EMAIL: JLAFLE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber **Title: Procurement Officer** **Date: 3/17/23**



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-POL-R-490

THIS AGREEMENT (hereinafter "Agreement") is made 3/17/2023, between W.W. Grainger, Inc., ("Contractor"), an Illinois corporation with a place of business at 100 Grainger Parkway, Lake Forest, Illinois 60045, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Sourcewell Contract #080922-WWG, dated October 26, 2022, and Exhibit B Pricing Offer, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County and shall be completed no later than October 7, 2026 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Sourcewell renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one (1) one-year renewal period from October 8, 2026, to October 7, 2027 ("Subsequent Contract Term"). However, if Sourcewell does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish public safety supplies, equipment, and related services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Allison Darling
100 Grainger Parkway,
Lake Forest, Illinois 60045
Phone: 713.805.9845
Email: allison.darling@grainger.com

TO THE COUNTY:

Sgt. John Lafley
Property Unit Supervisor
Arlington County Police Department
1425 N. Courthouse Rd, 7th floor
Arlington, Virginia 22201
Phone: (703) 228-4099
Email: jlafle@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294

Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

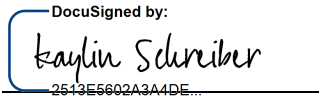
12. COUNTERPARTS


This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or another electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

W.W. GRAINGER, INC.

AUTHORIZED SIGNATURE:  2513E5602A3A4DE...

AUTHORIZED SIGNATURE: 
Benjamin Nichols (Mar 8, 2023 09:50 EST)

NAME: KAYLIN SCHREIBER

NAME: Benjamin Nichols

TITLE: PROCUREMENT OFFICER

TITLE: GVP, Government & Healthcare Sales

DATE: 3/17/2023

DATE: Mar 8, 2023

EXHIBIT A

080922-WWG

**Solicitation Number: RFP #080922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and W.W. Grainger, Inc., 100 Grainger Parkway, Lake Forest, IL 60045, and Acklands-Grainger, Inc., 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8, collectively referred to in the attached Proposal as, "Grainger North America" (separately and collectively herein, Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard product warranty policy for Participating Entity purchases in the U.S. or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier will make available to Sourcewell, upon Sourcewell request, a current means to validate or authenticate Supplier's authorized resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, which may include a separate line item for freight other than standard ground shipment as described in the attached Proposal. This means that the quoted cost, with such additional freight on non-standard ground shipments, is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Supplier's standard product return policy for Participating Entity purchases in the U.S. or Canada (as revised from time-to-time) are available on the grainger.com and grainger.ca websites, respectively, and are incorporated by reference.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities. Supplier's Proposal includes additional detail regarding its Hot List program for U.S. and Canadian Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference. Supplier will not be required to produce third-party confidential or proprietary information as justification for a requested price change, however, Sourcewell will make its determination on a price change request based on the information provided.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. A Participating Entity may be required by Supplier to document the Participating Entity's affiliation to this Contract prior to accessing the benefits of this Contract. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment and payment terms are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, orders for non-catalog sourced products or services, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities less returns, credits, tax, and additional freight handling charges. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Supplier's negligent or intentional act or omission causing some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party has the right to inspect the other party's use of the licensed trademarks and the advertising and promotional materials used in connection with the licensed trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract. Once approved, marketing material can be used by Supplier for engagement with potential or existing Participating Entities.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party claiming Force Majeure must provide the other party prompt written notice.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs, limited to the price for the product or service that gave rise to the dispute, incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed. This subparagraph 3 does not apply to invoice payment disputes in jurisdictions in which contract law requires Supplier to mitigate its damages.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds, and the Participating Entity has provided Supplier with advance written notice that additional federal requirements may be applicable.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, and following consultation with the Participating Entity to assess Supplier's ability to comply, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

W.W. Grainger, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Allison Darling
16CF38856A0F4B7...

By: _____

By: _____

Jeremy Schwartz

Allison Darling

Title: Chief Procurement Officer

Title: Sr. National Government Sales Manager

10/20/2022 | 2:54 PM CDT

10/26/2022 | 3:57 PM CDT

Date: _____

Date: _____

Approved:

Acklands-Grainger, Inc.

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

DocuSigned by:
Marty Luciw
811ED1E83E5443A...

By: _____

By: _____

Chad Coauette

Marty Luciw

Title: Executive Director/CEO

Title: Sr. Government Sales Manager

10/26/2022 | 7:11 PM CDT

10/26/2022 | 4:16 PM CDT

Date: _____

Date: _____

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name: W.W. Grainger
Address: 100 Grainger Parkway
Lake Forest, IL 60045
Contact: Allison Darling
Email: allison.darling@grainger.com
Phone: 713-805-9845
HST#: 36-1150280

Submission Details

Created On: Wednesday June 22, 2022 22:42:35
Submitted On: Friday August 05, 2022 13:47:44
Submitted By: Allison Darling
Email: allison.darling@grainger.com
Transaction #: 37b5e677-337d-4aae-afd2-64731b82746f
Submitter's IP Address: 167.115.150.9

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | W.W. Grainger, Inc. (Grainger US) |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Acklands-Grainger, Inc. (Grainger Canada) |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Grainger US and Grainger Canada. Please note, Grainger US and Grainger Canada hereby referred to as "Grainger North America". |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 25795 |
| 5 | Proposer Physical Address: | US: 100 Grainger Parkway, Lake Forest, IL 60045 Canada: 123 Commerce Valley Drive East, Suite 700, Thornhill, ON L3T 7W8 |
| 6 | Proposer website address (or addresses): | US: www.grainger.com Canada: www.grainger.ca |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Allison Darling, Sr. National Government Sales Manager, Grainger US Address: Grainger Branch 358 - 6050 Southwest Freeway Houston, TX 77057 Email: Allison.Darling@grainger.com Phone: 713-805-9845 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Marty Luciw, Sr Government Sales Manager, Grainger Canada Address: 123 Commerce Valley Dr. East, Suite 700, Thornhill ON L3T 7W8 Email: Marty.Luciw@grainger.ca Phone: 403-991-2727 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>In business for 94 years and incorporated in 1928, W.W. Grainger, Inc., headquartered in Lake Forest, IL, is the leading North America provider of maintenance, repair and operating (MRO) supplies. Our customers see us as a single solution with more than 1.5 million commercial off-the-shelf (COTS) products. In the US and Canada, we are authorized by more than 6,500 large and small businesses to distribute their products in fragmented, intensely competitive commercial and government markets. We own our inventory, distribution centers and retail branches and provide direct drop shipment from manufacturers and suppliers. In addition to any manufacturer's warranties, Grainger warrants the products it sells and manages its supply chain to ensure the product the customer purchases is of the type, quality and quantity represented and is delivered where and when the customer wants it.</p> <p>Grainger strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Critical to our approach is a scale and breadth encompassing each segment. As reflected by this Public Safety and Emergency and Management Equipment proposal, we compete directly and emphatically with</p> |

specialized distributors and manufacturers in the sector. We offer extensive product choice and availability to emergency service agencies, that when supplemented by Grainger's sourcing strength, provides comprehensive choice and service across the sector.

Public safety and emergency management departments fulfill critical responsibilities, assisting the citizen facing an emergency and preserving the well-being of our communities. The work, dedication and sacrifices is the foundation of the viability of our daily lives. Grainger is proud of its assistance throughout the US and Canada supporting this important mission.

For 15 years, state, local and federal public safety and emergency management departments have driven Grainger's expanding portfolio. The thousands of product additions across multiple categories, including national brands embraced by public safety and emergency management agencies, encompass gear, equipment, tools, uniforms, and footwear in support of their vital responsibilities.

A critical element of Grainger's strategy is deep and enduring relationships with the range of key suppliers in the emergency services segment. These suppliers include 5.11 Tactical, 3M, Blackhawk, MSA, Fire Dex, Dupont, Honeywell, Avon, Scott Safety, Tru-Spec, Bullard and Petzl.

Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert team members and technology driven supply chain. Our longstanding relationship with manufacturers gives us unparalleled access to the right products and allows us to be a single source ensuring industry-leading availability of the broadest number of products.

North America Grainger - W.W. Grainger and Acklands-Grainger (Grainger North America)

Our offer presents Grainger's commitment to Sourcewell Members and will be fulfilled by its long-term businesses, W.W. Grainger in the US and its wholly-owned subsidiary, Acklands-Grainger in Canada, referred throughout as Grainger North America:

United States:

- A US distribution network of 251 branches and 14 distribution centers servicing all the US
- An extensive product line, now more than 1.5 million products and over \$1 billion of on-hand inventory.
- Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing multi-state, complex, nationwide contracts.

Acklands-Grainger Inc.:

- Canada's largest MRO distributor.
- 38 strategically located branches and 4 distribution centers coast to coast, provide capability to service all Sourcewell members in Canada with exceptional service and high levels of product availability.
- Offering more than 476,000 products across 32 product categories
- Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours.
- Proven experience negotiating and implementing complex contracts.

Grainger North America's specialization regarding the emergency services sector is reflected in its team of National Public Safety Program Managers. As part of a 730-member team dedicated solely to government, education and healthcare, Grainger's Public Safety Program Managers partner with Corrections, Law Enforcement, Fire and EMS and Emergency Management departments. Each Program Manager understands the range of needs and environments agencies operate in and identifies focused solutions. Each Program Manager also pursues cost-savings initiatives to ensure operations run effectively and efficiently.

This team's specialist character is furthered by emergency service sector training including incident command models and response logistics (electric power access, communications redundancy, and medical protocols such as bleed control and drug overdose). Program Managers work closely with Sourcewell Members to understand their challenges. Each investigates new or unique products and services and follow-up by scheduling training across varied work environments. Throughout, Program

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|-----------|---|--|
| | | <p>Managers ensure adequate inventory and timely delivery.</p> <p>Grainger North America focuses on always being able to serve our customers' needs. Our enormous investment in supplier relationships, supply chain infrastructure, team member expertise, and technical support converge in our ecommerce and digital platforms. For more than 20 years, Grainger has provided public and private sector customers customized on-line websites to search and select products within catalogs uniquely assembled for them, place orders and access records and information associated with their purchases.</p> <p>We have designed our digital infrastructure to support the compliance needs of our government customers. Grainger's public safety ecommerce platform will continue to be tailored for today's requirements and be robust and flexible to remain relevant as public safety, industry, markets, technology, and workforces continue to evolve.</p> <p>As tragic events have driven vast changes across emergency response, Grainger has been relentless in pursuing improved products and services. We believe sincerely that our large product availability, expertise and experience, technical proficiency, financial strength, and track record distinguishes us from competitors. We are a sole source responsible to Sourcewell and its Members. Grainger's deep history in the sector presents our commitment and accountability to Sourcewell and every Member.</p> <p>Grainger is a value-based company and understands the needs and environment under which public safety and emergency management operate in and what this RFP entails. It is the highest of priorities for Grainger. By doing the right things the right way, we benefit not just Grainger but our customers and communities where we live and work.</p> |
| <p>11</p> | <p>What are your company's expectations in the event of an award?</p> | <p>At Grainger, the focus is always being able to anticipate and meet our customers' needs. Grainger has gained extensive experience across Sourcewell's emergency services Members and will continue to improve products, services, and processes to deliver Sourcewell's value to more agencies throughout the US and Canada. Grainger's effort to embed its work in the emergency service response and safety culture of each department continues.</p> <p>Throughout the term of the current agreement, as Grainger has added team members, our training has evolved to address more specific agency needs, policies and protocols. Parallel enhancements have been and will continue to be made to corporate resources such as product management, ecommerce and supply chain logistics and IT innovation. As Sourcewell and its emergency services Members progress, so will our ability to serve refined needs and a broader customer base.</p> <p>A contract award by itself will not magically deliver this commitment. If fortunate to receive the award, Grainger North America will expeditiously prepare a comprehensive plan, coordinate with Sourcewell and launch implementation across the US and Canada. The effort will entail a detailed refresh of our Sales Teams' knowledge of the entire "suite" of Sourcewell-Grainger portfolio of contracts. It will identify agencies that will benefit meaningfully from access to Sourcewell and Grainger's value.</p> <p>Grainger North America's implementation processes will commit special attention to existing and new participating Members. We recognize that Sourcewell Members often enable individual departments wide autonomy as to product and service solutions. Grainger North America's national sales teams will reach out to these stakeholders. The unique value of Sourcewell, its dedication to assisting meaningfully all emergency services as reflected in the new contract award will be prominent.</p> <p>The Grainger North America Sales Team will be led by the six dedicated, regional Public Safety Program Managers. The team's sole responsibility is to work in conjunction with the Government Account Managers to address product, service, and support needs that surround public safety and emergency management, including preparedness, response, workforce and citizen safety, evacuation, testing and vaccination, homelessness, incarceration, and other critical areas.</p> <p>Grainger North America will continue to align with Sourcewell by leveraging its marketing strategies and data base of Members to quickly and effectively communicate the new benefits. Grainger North America will work with Sourcewell's cross functional partners to further understand the Sourcewell footprint in public safety agencies, emergency management and related departments.</p> |

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| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Grainger (GWW) is a publicly held Fortune 500 company, with shares traded on the New York Stock Exchange. Grainger 2021 sales of \$13.0 billion were up 12.4% from 2020. As of December 31, 2021, Grainger had approximately \$1.5 billion in available liquidity. A full discussion related to the financial condition of the Company is found in Grainger's 2021 Annual Report, https://invest.grainger.com/home/default.aspx Please see Grainger's 2021 Annual Report which contains three years of audited financial information. Additionally included Grainger's 2022 D&B Report. | * |
| 13 | What is your US market share for the solutions that you are proposing? | The market sector addressing public safety and emergency management products, as an MRO subsegment, is varied and challenged by defining what products it is comprised of. We estimate that Grainger's MRO US share is approximately 6%. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | The market sector addressing public safety and emergency management products, as an MRO subsegment, is varied and challenged by defining what products it is comprised of. We estimate that the Canada business MRO share is approximately 8%. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Grainger North America has never filed for bankruptcy. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | The Grainger North America Team is an authorized distributor for all the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evidence of these authorizations. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Grainger North America holds licenses to operate in all 50 states, the District of Columbia and US Territories, as W.W. Grainger, Inc., as well as in Canada's 10 provinces and 3 territories, as Acklands-Grainger, Inc. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | No, Grainger North America has not ever been suspended or debarred. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|--|---|-----------------|----------------|-----|--|--|-------|--|------------|--|--|-------|-----------------|----------------|-----------------|----------------|------|-----------------|----------------|-----------------|----------------|------|-----------------|----------------|-----------------|----------------|--|--|-----------|------|------|-----------|--|------------|------|------------|--|-------------|------|------------|--|-------------|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>W.W. Grainger, Inc. Awards or recognitions over the past five years include:</p> <p>Industry Leadership</p> <ul style="list-style-type: none"> #1 Industrial Distribution's Big Fifty List: 2021, 2020, 2019, 2018 Newsweek Americas' Most Responsible Companies: 2022 LinkedIn Top Companies in Chicago: 2021 Fortune World's Most Admired Companies: #1 in Diversified Wholesalers: 2020 (7th Consecutive Year) Savoy Most Influential Black Corporate Directors Selling Powers 50 Best Companies to Sell List: 2020 FTSE4Good Index Member <p>Veterans</p> <ul style="list-style-type: none"> Military Times' Best for Vets: 2021 <p>People & Purpose</p> <ul style="list-style-type: none"> Disability Equality Index 2021-2021, 90 percent rating: three years in a row Human Rights Companies Best Places to Work for LGBTQ Equality: six years in a row DiversityInc Top Regional Company: 2021 Human Rights Campaign Foundation's Corporate Equality Index 2022: eight years in a row Great Place to Work Certified: 2021-2022 Built in Chicago's Best Places to Work: 2022 Black Enterprise List of top Executives in Corporate Diversity: 2018-2019 Fortune's 100 Best Companies to Work For 2022 Best Places to Work for Disability Inclusion – American Association of People with Disabilities: 2017 Certified USA Best Places to Work: 2021 Sustainability & Stewardship Dow Jones Sustainability Index: 2021 Barron's Most Sustainable Companies in the US: 2022 EcoVadis Silver Rating: 2022 S & P Global Yearbook:2022 CDP B Rating: 2021 MSCI ESG Rating AAA: 2021 Investor Business Day Best ESG Companies Top 50 Information Technology Digital Commerce 360 Ranking of 11th Largest E-Retailer: 2017-2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | What percentage of your sales are to the governmental sector in the past three years | <p>US: 2019: 19.1% 2020: 21.0% 2021: 19.6%</p> <p>CA: 2019: 6.6% 2020: 12.4% 2021: 11.4%</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | What percentage of your sales are to the education sector in the past three years | <p>US: 2019: 5.1% 2020: 5.0% 2021: 5.2%</p> <p>CA: 2019: .7% 2020: 1.3% 2021: 1.2%</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>US</p> <table border="0"> <tr> <td></td> <td>NASPO</td> <td>E&I</td> <td></td> <td></td> </tr> <tr> <td>OMNIA</td> <td></td> <td>SOURCEWELL</td> <td></td> <td></td> </tr> <tr> <td>'2019</td> <td>\$450M - \$500M</td> <td>\$150 - \$200M</td> <td>\$100M - \$150M</td> <td>\$50M - \$100M</td> </tr> <tr> <td>2020</td> <td>\$450M - \$500M</td> <td>\$150 - \$200M</td> <td>\$100M - \$150M</td> <td>\$50M - \$100M</td> </tr> <tr> <td>2021</td> <td>\$450M - \$500M</td> <td>\$150 - \$200M</td> <td>\$100M - \$150M</td> <td>\$50M - \$100M</td> </tr> </table> <p>CANADA</p> <table border="0"> <tr> <td></td> <td></td> <td>HealthPro</td> <td>MPSC</td> </tr> <tr> <td>2019</td> <td>\$3M-\$5M</td> <td></td> <td>\$0-\$500K</td> </tr> <tr> <td>2020</td> <td>\$5M-\$10M</td> <td></td> <td>\$500K-\$1M</td> </tr> <tr> <td>2021</td> <td>\$7M-\$12M</td> <td></td> <td>\$500K-\$1M</td> </tr> </table> | | NASPO | E&I | | | OMNIA | | SOURCEWELL | | | '2019 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | 2020 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | 2021 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | | | HealthPro | MPSC | 2019 | \$3M-\$5M | | \$0-\$500K | 2020 | \$5M-\$10M | | \$500K-\$1M | 2021 | \$7M-\$12M | | \$500K-\$1M |
| | NASPO | E&I | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OMNIA | | SOURCEWELL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| '2019 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2021 | \$450M - \$500M | \$150 - \$200M | \$100M - \$150M | \$50M - \$100M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | HealthPro | MPSC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2019 | \$3M-\$5M | | \$0-\$500K | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 | \$5M-\$10M | | \$500K-\$1M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2021 | \$7M-\$12M | | \$500K-\$1M | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Grainger North America holds GSA Schedule: 51V Super Hardware Store – GS-06F-0007J/47QSHA18D000G.</p> <p>The annual sales volume for the last three years: 2019 - \$271M+ 2020 - \$278M+ 2021- \$311+</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|---|---|----------------|
| Confidential Trade Secret Information US Nassau County Office of Emergency Management | Thomas Delaney, Financial Systems Administrator | 516-573-0636 |
| Confidential Trade Secret Information US: County of Fairfax | Steve Pierson, Contracts Division Manager | 703-324-3205 |
| Confidential Trade Secret Information US: Fort Wayne Fire Department | John Crawford, Assistant Fire Chief | 260-427-1488 |
| Confidential Trade Secret Information CANADA: City of Kimberley | Rob Topping, Manager of Operations | 250-427-9673 |
| Confidential Trade Secret Information CANADA: Municipalities Newfoundland and Labrador | Bradley Power, Director of Programs | 709-753-6820 |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------|---------------|--------------------|--|---|--|
| US Entity 1 | Education | Ohio - OH | Managed MRO Solutions: Grainger, as an agnostic acquisition manager for the University, pursues a performance metric of 2% annual cost savings in the storeroom. The savings categories encompass cost in use, warranties, returns, and consumption reduction. Progress is regularly tracked and documented.. These processes identify a gap, provide a solution and document the value. One example relates to the University's "free stock" of nuts and bolts, cable ties, other minimal value items. The incumbent vendor had a blanket PO each month for \$5K. By comparing the current pricing to that of Grainger's and eliminating non-moving items, Grainger expects to achieve a cost savings of \$30K in 2022. | 2019: \$1 - \$23K 2020: \$1 - \$24K 2021: \$1 - \$14K | 2019: \$620K 2020: \$570K 2021: \$590K |

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| US Entity 2 | Government | Connecticut - CT | Emergency Preparedness Support: Grainger partnered with a state agency to provide warehouse and delivery services for PPE stockpile. Grainger provided a robust reporting system that includes on-hand inventory, expiration dates and daily demand. These services provide ability to allocate necessary PPE as well as to enable stockpile visibility so the agency can be more deliberate as to budgets, eliminate waste from expired PPE and mitigate risk by having the right products and quantities on hand. | 2019: \$1 - \$97K 2020: \$1 - \$77K 2021: \$1 - \$65K | 2019: \$8.1M 2020: \$10.5M 2021: \$9.0M | * |
| US Entity 3 | Government | Texas - TX | MRO Expertise and Provisioning: Citywide support across all departments including police, fire, EMS and other first responders, Utilities (Water and Wastewater, Energy, Transportation, Public Works), Parks, Fleet Management, and Emergency Management. Grainger is relied on for product breadth, availability and service that assist daily operations, including employee and citizen safety. Grainger support during emergency circumstances has included Mega-Shelters, MRE's, water, cleaning and sanitary products. All fire stations and special operations units use Grainger's KeepStock platform. Grainger also assists in securing certified training across all departments. Beyond meeting public safety MRO needs, departments leverage spend via significant discount opportunities and access to critical commodities needed to support first responders. | 2019: \$1 - \$115K 2020: \$1 - \$188K 2021: \$1 - \$780K | 2019: \$4.6M 2020: \$4.0M 2021: \$5.4M | * |
| US Entity 4 | Education | North Carolina - NC | Managed MRO – Grainger onsite resources include daily ordering, Keep Performance Indicator (KPI) tracking, sourcing, recommending products/services, staffing, trouble resolution, inventory management, documenting value, lean initiative work, responding to emergent needs and maintaining reporting and compliance strictures across all university departments and facilities. A nearby Grainger branch provides product staging and further expertise in product selection. Grainger's ecommerce platform engages the University's ePro system. | 2019: \$1 - \$19K 2020: \$1 - \$123K 2021: \$1 - \$44K | 2019: \$1.3M 2020: \$1.8M 2021: \$1.7M | * |

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| CA Entity 4 | Government | ON - Ontario | <p>MRO Expertise - Grainger provides MRO expertise ranging from high touch to low touch, customized to the need of each municipal department. Some departments use Grainger's self-service offering via our eCommerce platform and Customer Managed Inventory tools, while others rely on Grainger for our KeepStock Inventory Management capabilities. Our local Onsite Services Representative provides embedded support to specific departments to assist customers with day-to-day product identification, ordering, and replenishment. Our programs are specifically designed to ensure that on-hand inventory is properly deployed, to manage process costs to a minimum, and to free the customers' teams up to focus on more pressing matters.</p> | <p>2019 \$1 - \$15K 2020 \$1 - \$19.5K 2021 \$1 - \$19K</p> | <p>2019: \$200K 2020: \$300K 2021: \$350K</p> |
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 26 | Sales force. | <p>Government-dedicated Grainger North America sellers manage and service the contract through an experienced team of over 600 U.S and over 100 Canada sellers specifically dedicated to the government sector. Grainger provides full geographic coverage throughout all state, province, local, and education customers. Grainger government sellers are trained to manage public contracts. Each government team member undergoes sector training annually, including ethics and compliance obligations.</p> <p>Government team members also complete a multi-faceted training program on the relevance of cooperative contracts addressing state and local government, healthcare, and education customer segments.</p> <p>As noted, Grainger North America's commitment to Sourcewell members is further refined by its team of National Public Safety Program Managers. These subject matter experts work with the dedicated Government Account Managers to address the unique product, service, and support needs of public safety. Critical areas include preparedness for small and large incidents, Police, Fire and EMS operation logistics, response protocols, and maintaining specialized facilities and equipment. The team's specialized character is driven by the need to know every customer, its culture and always being relevant in finding solutions.</p> <p>Grainger North America Government Sales Team recognizes the importance and urgency of delivering products, services, and solutions to public safety and emergency management customers via our suite of competitively solicited and awarded Sourcewell cooperative contract awards. Each team member recognizes that knowing these contract vehicles in detail help our customers save time and money and ensures compliance.</p> <p>We believe that our talented and tenured sales force is the key to bringing the value of Sourcewell contract portfolio to assist current Members and expand the value to other agencies. Each team member embraces this objective and will pursue it.</p> <p>The depth of Grainger North America's Government Sales Team's expertise and experience, its insight to specific public safety and emergency management environments and product markets and support by Grainger's full corporate resources is profiled below:</p> |

Emergency Water – Early 2022: Sourcewell Member City of Austin issued a city-wide precautionary boil water notice when a water treatment plant was removed from service due to treatment process challenges. As crews worked to address the circumstance, the City needed drinking water for its residents. Contacted late on a Sunday night regarding the emergency, by Tuesday, Grainger coordinated 17 tractor trailers delivering full truckloads of bottled water to the City for distribution to Austin residents.

Weather Hazards – Spring 2022: City of Toledo's Parks & Forestry, a Sourcewell Member, needed a lighting solution for night calls requiring tree climbing and cutting due to fallen power lines. Grainger identified a supplier partner with deep expertise in task lighting, who evaluated the need onsite and provided a demo unit of a portable, high lumen scene light. Grainger provided Parks & Forestry job site lights to outfit the crews within days.

Pandemic Supply, Spring 2020: Fairfax County's Department of Procurement and Material Management used its Sourcewell Grainger agreement to secure hundreds of difficult-to-source coveralls to outfit Police, Fire, EMS, and custodial staff throughout the pandemic. With the County encountering warehouse capacity challenges, Grainger staged shipments in our distribution center until the County was able to take delivery. The circumstances comported with the County's bid and compliance strictures.

Public Health – Spring 2020: Leaders from Toledo's Streets Bridges & Harbor were concerned regarding environments where Streets, Bridges and Harbor workers would be exposed to hypodermic needles on the job and sought Grainger's assistance. Within the week, Grainger provided this Sourcewell Member with over 200 pairs of needlestick-resistant gloves to protect workers from injury and infection.

Pandemic Supply, Spring 2020: Fairfax County's Department of Procurement and Material Management used its Sourcewell Grainger agreement to secure hundreds of difficult-to-source coveralls to outfit Police, Fire, EMS, and custodial staff throughout the pandemic. With the County encountering warehouse capacity challenges, Grainger staged shipments in our distribution center until the County was able to take delivery. The circumstances comported with the County's bid and compliance strictures.

Public Utilities Safety, Fall 2021: Sourcewell Member City of Toledo's Sewer and Drainage Division sought Grainger's assistance to address Division worker safety. The source of the challenge was the Division's concrete saws which required significant time to power down, thereby presenting hazards to all individuals in or near the work area. Grainger pursued its supplier network to provide a demo battery-powered concrete saw unit. The power tool enabled Division employees to eliminate fumes, control silica dust through a water feature, and deliver an instant stop feature to protect from injury.

Wardrobe & Firearms Lockers 2022: Sourcewell Member Austin City Police required a turnkey solution addressing new wardrobe and gun lockers for 200 police officers at two locations. Grainger identified a qualified supplier, conferred with Department leadership, and is facilitating implementation, including CAD drawings, product acquisition and installation.

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| 27 | Dealer network or other distribution methods. | <p>Grainger North America's company-owned supply chain makes inventory available to customers on a just-in-time basis. This distribution network includes 251 branch locations and 14 distribution centers (DCs) in the US and 38 branches and 4 DCs in Canada, which includes over \$1 billion on-hand inventory. We also ship directly from our manufacturer-supplier partners. Grainger North America's branches and DCs tailor inventory to Member location demands to ensure products are available for immediate pick-up, same-day shipment, or same-day shipping. Grainger branches, and all other purchasing channels provide Sourcewell Member contract pricing.</p> <p>Grainger North America's analytical planning tools position and deliver products to the right place and time. Advanced algorithms determine inventory levels and the best means of delivery. Stocking levels are continuously refined as market intelligence is incorporated into the historical usage information to minimize lead times on orders for products stocked in our distribution centers. This analytical approach pervades Grainger's supply chain- knowing where product is and when it is required to be at a Member's location and the fastest means of delivery. In high demand circumstances, product can be staged at the local Grainger branch to assure just-in-time product availability.</p> <p>Grainger's distribution system is designed to deliver complete orders in a single box to where it is needed. To ensure packages are properly coded, Grainger scrutinizes label information and pursues accurate and updated information with the end customer to avoid delays and costs.</p> <p>Most orders received by 4 PM local time at Grainger's facility will ship the same day. Customers receive most shipments the next business day through carriers including FedEx, UPS, USPS, Purolator and Canada Post. Grainger uses local delivery sources, such as messenger services or common carriers, to fulfill emergency deliveries.</p> <p>All distribution center and branch team members are directly employed by Grainger North America and do not overlap in other areas of the business.</p> <p>Please see attachment Grainger North America's Distribution Network</p> |
| 28 | Service force. | <p>Grainger provides a multichannel customer service platform to support Sourcewell Members:</p> <p>US and Canada Based Customer Service Team: The Grainger North America Customer Service team is highly trained and experienced. Customer Service Associates (CSAs) are available via email, chat or toll-free number The team has the resources needed to answer questions and resolve inquiries.</p> <p>US: 800-472-4643, 24 hours a day, 7 days a week, CustomerSupport@grainger.com Canada: 1-888-602-0000, M – F, 6:00AM – 8:00PM EST, Customerservice@grainger.ca</p> <p>Grainger's 3,000 CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including:</p> <ul style="list-style-type: none"> • Information on order status and deliveries • Backorder information • Item price information based on Sourcewell contract pricing • Product availability • Detailed product information • Helping locate products for specific applications and finding products to meet technical requirements • Providing dedicated manufacturer and technical support resources • Helping Buyers select alternate products to complete purchases • Placing and managing emergency orders • Generating product quotations and assisting with order placement <p>Full Support Branches: Beyond wide product availability, Grainger branch teams have extensive expertise and experience. The Grainger branch will maintain customer specific inventory and other services such as kitting, staging, and cycle counting and technical support.</p> <p>Over 160 Technical Product Support (TPS) team members: TPS team members provide assistance on product selection, installation support and troubleshooting. Team members have in-depth, professional field experience that keeps current with new products and trends.</p> <p>Emergency Support: Grainger Emergency support is available at phone number 800-472-4643 in the US, 24/7, 365 days a year for all critical needs. Canada Members may call their Account Manager if emergency support is needed.</p> |

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Sourcewell Members can order in the following ways</p> <ul style="list-style-type: none"> • Online through Grainger.com (US) or Grainger.ca (Canada) • The Grainger mobile app (available in the App Store and Google Play) • eProcurement EDI, XML • Toll-free phone with Customer Service Agents • Email • Online chat • Account Management Team • In-person at a Grainger Branch* • KeepStock(r) Inventory Management Solutions <p>eCommerce</p> <p>Grainger.com is an intuitive, fully configurable eCommerce solution with enhanced tools for better purchasing control that is tailored to Sourcewell Member's purchasing process. Grainger customizes Member on-line websites to search and select products within their specific catalog, place orders and to access records and information associated with their purchases:</p> <ul style="list-style-type: none"> • Grainger's advanced functions include dynamic search and compare capabilities, expansive product information, price, product location and shipping information. • Users can search and review by Image, Keywords, Description, Manufacturer/Brand, Model Number, Cross Reference Number, Relevant Categories, or Product Index. Search terms may be refined by Product Categories, "Brand" or "Price". • Detailed technical specifications can be accessed for each product. • Contract pricing is presented with clarity; products can be saved in the shopping cart function and shared with colleagues. Approval and workflow protocols can be enabled. • Users have real time online visibility to previous orders, product availability and expected delivery dates. Users are also provided the status of backorder items and expected arrival dates. • Expedious checkout and payment and shipment tracking keep Member o order processing time to a minimum. • Grainger eCommerce platform can identify product attributes reflecting a Member's priorities and highlight these attributes with product placement and in product descriptions. Green/Environmentally preferred, Made in USA, and EPA Certified (such as Energy Star), are among the product attributes that can be identified. Grainger's platform can also provide search filters associated with the priority. <p>*Grainger's CSAs within the branch network are available 8:00 am to 4:00 pm each day in each time zone. CSAs in the US are available 24/7 via email, toll free number or fax. Grainger Canada CSAs are available M – F, 6:00AM – 8:00PM EST.</p> <p>Grainger US Emergency support is available at phone number 800-472-4643 24/7, 365 days a year for all critical need. Grainger Canada Emergency support can be requested by contacting the Member's Account Manager.</p> <p>In order for a Sourcewell Member to have access to Grainger's awarded contract pricing, the Member must have completed the Grainger-Sourcewell account affiliation process for the specific Sourcewell contract the Member wishes to affiliate to and be recognized as an affiliated Member by Grainger. This process can be found on Sourcewell's website, www.sourcewell-mn.gov, under "Vendors and Contracts." Simply search under the awarded contract number, where you will find the "Grainger Affiliation Form" as well as the "Contract Participation Details."</p> |
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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Each Customer Service Associate (CSA) uses state-of-the-art technology tools needed to address inquiries and ensure member expectations are met. CSAs use a workforce planning software so Grainger can accurately forecast volumes and handle work schedules based on historical and real-time needs. This capability allows Grainger to ensure adequate staffing levels to provide a consistent level of service throughout every interval of the day. Grainger uses phone routing logic that routes calls to the first available CSA. In emergency circumstances, calls are routed to the appropriate Grainger North American representative.</p> <p>Grainger has incorporated quality management principles within its operations. We use a combination of proven approaches to accomplish these objectives. We are dedicated to a culture of Continuous Improvement (CI) as the foundation of the Quality Assurance Plan. A critical part of CI is using a deliberate and iterative cycle of Plan, Do, Check and Adjust (PDCA) activities to drive quality.</p> <p>Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Grainger North America's objective is to improve how we do our work:</p> <ul style="list-style-type: none"> • Inventory Accuracy: measured monthly with minimum goal of 99% • Will Call Ready Rate: measured monthly with minimum goal of 95% of orders ready within 30 minutes • Product Availability: measured weekly with a goal of 97% of stocked items in stock • Percentage of calls answered within 30 seconds: Grainger's goal is 80% • Perfect Order / Order Accuracy: 98% The percent of our order lines that are not returned or sent out again as a Free of Charge. • Invoice Accuracy: Measures the percent of our orders that do not have credits/debits associated with them. Maintaining a 99.7% • Fill Rate: 93%-line fill rate • Same-day Shipping is achieved for most in-stock items within the continental US when the order is received by 4 p.m. local time at the shipping facility. <p>Given the ongoing pandemic, global tensions, and labor and material shortages, the supply chain environment is volatile and uncertain. To address these challenges, Grainger continues working with our suppliers while also identifying alternate sources to reduce risk. We remain insistent that the products we distribute are manufactured and delivered with high ethical standards emphasizing quality, reliability, and aligned with our Supplier Code of Ethics. Throughout any circumstance, Grainger stays close to our public safety and emergency management customers to assist in examining multiple supply sources.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Grainger North America can provide full service across all states, the District of Columbia, and territories in the US. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Grainger North America can provide full service across all provinces and territories in Canada. |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Grainger North America can provide full service across all states, territories and provinces in the US and Canada. |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Grainger North America can provide full service across all participating entity sectors in the US and Canada. |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Grainger North America sees no contract requirements or restrictions that would apply to Members in Hawaii, Alaska, or the US Territories. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 36 | <p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>Grainger North America's marketing strategy is to promote the relevancy and competitiveness of the new Sourcewell Public Safety and Emergency Management portfolio of products and services. It is driven by Grainger North America's expertise and experience associated with emergency services. Grainger has two goals- to ensure continuity with seamless transition for incumbent Members and to generate interest from public safety and emergency management agencies that currently are not Members by promoting the benefits to increase participation.</p> <p>To drive awareness of the Sourcewell agreement, Grainger messaging and collateral communications will be deployed electronically through email, housed digitally through Grainger.com and Grainger.ca and made available for print. The multiple methods and channels allow Grainger to be consistent and relevant and engage current and potential new Members through their preferred communications mediums.</p> <p>Coordinated throughout with Sourcewell, Grainger North America's digitally enabled, integrated approach will amplify our marketing efforts through the following plan:</p> <p>Targeted Public Safety and Emergency Management Advocacy Campaigns:</p> <ul style="list-style-type: none"> • Press Release announcing new Sourcewell Public Safety & Emergency Management Award • Social Media platforms broadcasts • Updated and revised Sourcewell Landing Page • Direct Mail Catalog focused on Public Safety and Emergency Management • Promotion of Sourcewell at trade shows and government conferences <p>Customer Member Landing Page: Upon login, the Member will be directed to the new Sourcewell custom content, including contract Member pricing. The landing page will profile the new contract's benefits and how it will assist it meeting agency mission and responsibilities.</p> <p>Member Enablement Toolkit: A toolkit that includes a marketing document providing an overview of contract benefits and relevant services and solutions will be deployed. This marketing presentation will be designed to be Member-facing.</p> <p>These customer-facing materials will be ready for immediate distribution upon award. Sample documents can be viewed as part of our document uploads in this section.</p> <ol style="list-style-type: none"> a. Sourcewell Welcome Kit – Guide to Grainger b. Sourcewell one-page Contract Benefits c. Sourcewell Contract Benefits Presentation d. Grainger Public Safety Product Lists e. Grainger.com – Public Landing Page f. Member-specific Landing Page <p>Media Kit: The kit contains a bundle of Grainger-branded flyers, prints and digital banner ads to leverage marketing and sales programs for Sourcewell</p> <p>Collaborate on Co-Marketing Efforts: Grainger's North America Government Sales Team is a critical facet of our marketing initiatives. We continually integrate Sourcewell opportunities through collaboration, including our recent launch of Sourcewell Short-Takes, a series of informative 4 8-minute videos designed to convey important concepts pertaining to Sourcewell Cooperative Contracts. We will expand this channel to include our joint offer around our public safety and emergency management capabilities. These videos, created by Sourcewell and Grainger, are distributed to Grainger Sales Team members via our Sourcewell Teams Page, which is accessed by the entire Grainger Government Team.</p> <p>Executive Sponsorship: Executive alignment is crucial to a successful strategy. Our National Government Sales Team conducts business reviews with Sourcewell Supplier Development Administrators and Leadership to assess performance, identify trends and adjust marketing plans. The Grainger team presents monthly reviews relating to emergency management and public safety markets to Grainger leadership to gain direction and additional support to drive Sourcewell initiatives. Sourcewell's portfolio is vital to delivering premium customer value that benefits customers and Grainger.</p> |
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| <p>37</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p> | <p>Grainger North America's technology-driven marketing parallels competitive commercial markets with social media presence across not only major platforms such as Facebook, LinkedIn, Twitter and Instagram but also more refined channels reflecting our customer and product base.</p> <p>Grainger North America online customer transactions, digital presence and over 5 million customers present considerable leverage to shape marketing effectiveness. Marketing efforts center on digital channels, including paid search, display, social media, email, and Search Engine Optimization (SEO) – with more than one billion impressions and millions of clicks per month.</p> <p>We continue to leverage traditional channels, including radio and print (ranging from our large catalog to smaller more targeted mailings). Sourcewell will be supported by an experienced marketing team that keeps pace with advances and innovation to drive relevance, competitiveness and clarity of Sourcewell's value.</p> <p>The following technology and digital tools anticipate and provide relevant products and solutions direction to Sourcewell Members:</p> <ul style="list-style-type: none"> • Paid Search captures customer traffic reflecting purchase intent in Google, Bing and Yahoo. Sourcewell Members are targeted with text and product listing ads. Paid search is highly scalable with over 100 billion searches placed on Google per month and large-scale automation. It is highly measurable with prompt indicia of trends as to how Member needs evolve. • Search Engine Optimization (SEO) focuses on increasing visibility in non-paid search engine results. Through technical design and content, SEO improves accessibility and relevancy of Grainger.com and Grainger.ca for Sourcewell Members. Grainger North America leverages third party tools to track performance metrics including keyword ranking, traffic, and revenue to provide better Member experience. • Interactive Media uses data driven technology to optimize delivery of relevant digital ads to targeted customers. Grainger North America leverages online user data to serve Members with relevant messages. Interactive Media supports multiple businesses and marketing objectives. <p>In other channels such as direct mail, catalog, and tradeshow, we use statistical models to target Members with relevant offers and solutions and customer research and demographic data to engage Members.</p> |
| <p>38</p> | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p> | <p>Grainger North America anticipates continuing its strong relationship with Sourcewell and leveraging its expertise, reputation, credibility and insight to markets. Via collaboration, we anticipate Sourcewell promoting the contract's values as follows:</p> <ul style="list-style-type: none"> • Promotional Campaigns- Alignment to Grainger capabilities (e.g. supply chain expertise and efficiencies, product depth, ecommerce innovation, pervasive customer service, comprehensive programs including sustainability, safety and inventory management). • Advertising and Marketing- Cobranding Sourcewell and Grainger North America opportunities • Sourcewell Digital Prominence- Links between Sourcewell and Grainger North America • Event and Conference Sponsors- Coordination via in person or video at trade shows and conferences and customer events <p>Integration of Contract into Grainger North America Sales Team Initiatives</p> <p>Grainger North America will prepare and present a comprehensive implementation plan to its Sales Team structured around public safety and emergency management. Sourcewell's assistance and advice, particularly specific efforts to promote, plan, measure and reinforce the contract, will enhance the initiative. Assistance as to Member-specific execution plans focusing on key initiatives or emerging requirement will also be valued.</p> |

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| 39 | <p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>Grainger North America is well-positioned to provide an ecommerce platform solution to Sourcewell Public Safety and Emergency Management Members. Grainger has experience with more than 100 eProcurement platforms providing end-to-end integration capability. A scoping call with the Grainger e-Business integration team can determine specific need and customization. Our experience with numerous customer platforms provides capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost.</p> <p>Electronic marketplaces: Grainger North America connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML and EDI. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.</p> <p>Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger North America offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow. Grainger's supports ERP and Supply Chain/Procurement Networks include SAP, Coupa, SciQuest, GHX, Oracle and Info.</p> <p>Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets:</p> <ul style="list-style-type: none"> * Invoice - 810 ANSIX12, cXML , xCBL * Payment (CTX Format ONLY) - 820 ANSIX12 * Remittance Advice - 824 ANSIX12 * Purchase Order - 850 ANSIX12, cXML, xCBL * Purchase Order Acknowledgement - 855 ANSIX12, cXML, xCBL * Ship/Bill Notice - 856 ANSIX12 * Functional Acknowledgement - 997 ANSIX12 |
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Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 40 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>Grainger North America offers extensive product training, and instruction that is summarized below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories and deliver numerous benefits.</p> <p>Grainger North America will assist Sourcewell Public Safety and Emergency Management Members in working with manufacturers, suppliers and third parties as to product, equipment, maintenance, safety and related training and contract administration. Provided below is Grainger's core training services. Not all programs may be available in Canada. Programs involving third parties may be subject to a fee agreement.</p> <p>Contract Training Grainger's North America National Government Sales Team, led by the Senior National Government Sales Manager for Sourcewell, will continue to provide contract and ordering training, and refresher courses, at no additional cost for Member's staff. Training will also be provided to new users throughout the contract term via virtual and video sessions. If awarded, Grainger will implement a Joint Planning Session with each Member to align on milestones and timeframes to train users on the new contract.</p> <p>ENVIRONMENTAL, HEALTH & SAFETY Grainger's Environmental, Health & Safety Services are designed to help Sourcewell Members protect their people, their facilities, and the environment. Through our network of qualified, insured, and licensed service providers, we can provide comprehensive solutions that help Members meet their EH&S goals.</p> <p>Within each area Grainger Services can assist with training addressing:</p> <ul style="list-style-type: none"> • Program, procedures, plans & policies • Installations, repairs, certifications & permitting • Specialty services, such as workshops, rentals etc. <p>Safety Services:</p> <ul style="list-style-type: none"> • Arc Flash/Electrical Safety Services • Confined Space Services • Emergency Planning and Response Services • Fall Protection/Working at Elevated Heights Services • Fire Protection/Life Safety Services • Lockout/Tagout Services • Machine Guarding Services • Material Handling/Lifting Services |

- Safety Consultant Services
- Turnarounds/Safety Product Services
- Technician Skill Training Services

Environment & Health

We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.

- AED Inspection
- Active Shooter
- Aerial Lift
- Competent Person
- Confined Space
- Fire Extinguisher
- First Aid/CPR/AE
- Forklift
- Lockout Tagout
- Machine Guarding
- NFPA 70E
- Respirator

Health Services:

- Airborne Contaminants & Noise Services
- Ergonomics Services
- Medical/First Aid Services
- Occupational Health Services

EHS Digital Services: A suite of online subscription tools, EH&S Digital Services help you improve EH&S tracking and management while increasing productivity. These tools make it easier than ever to maintain critical EH&S and facility activity and information to help you:

- Save time and money while creating a safer workplace
- Reduce injuries, illnesses, and exposure to fines
- Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
- Ensure compliance and drive standardization

Manufacturer Technical Training- Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools Safety Seminar
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Spill Containment Training
- Climbing Pro Ladder Training

Grainger's KnowHowSM Center: Grainger's KnowHowSM provides insights and information to customers who are looking for ways to save time and money, increase productivity and engage in Safety Thought Leadership that will assist with keeping people safe and maintaining compliance. Key topics covered include inventory management, facility maintenance, emergency preparedness, occupational safety and health solutions and regulatory compliance, among others.

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| 41 | Describe any technological advances that your proposed products or services offer. | <p>Grainger North America's product team continually reviews Member requirements to secure innovative technologically advanced products and services. Examples include:</p> <p>Sustainability: Grainger's product knowledge library, Grainger KnowHow, addresses the increasing customer demand for trash bags that reliably deteriorate over a time span. When a trash bag is certified as compostable, it means a third party confirmed that it will break down completely in the conditions found in a commercial composting facility. In the United States, the most prominent certification organization is the Biodegradable Products Institute (BPI). Grainger's product information, presents distinctions to assist customers in finding the right product.</p> <p>Battery Powered Tools- Legacy cordless tools require different battery platforms that vary with the voltage needed. A drill may get all the torque it needs from a 6 amp motor while a miter saw requires a 15 amp motor to perform well. A higher voltage platform was previously incompatible with the lower voltage system. Dewalt Tools provides a more universal platform called the Flexvolt™, where the battery automatically changes its voltage with each tool it is used with. The tool tells the battery which mode to operate in; it is completely automatic for the user.</p> <p>Catalog Search by Image (US only)- Grainger's mobile app enables customers to use a visual search tool to find and purchase product from Grainger's 1.5 million products. With the tool, products can be searched and located within 3 seconds. Available on Android or Apple devices, customers can scan a bar code, enter an item number, or upload a photo to find a product and complete a purchase. Grainger search also allows customers to send a photo to Grainger's technical advisors who will assist in recommending a product. A voice search tool is also available.</p> <p>Ecommerce- Grainger's commercial platforms focus on the customer by combining deep expertise in public safety and emergency management products and services by investment and innovation in digital technology. Grainger does not offer wide-ranging household consumer goods, so customers quickly find the public safety and industrial grade product to fulfill their requirement. Advanced functionality pervades including dynamic search and compare, detailed product information, shipping timeframes, customer approval and workflow, expeditious check out, shipment tracking and compliance strictures. Improvements in navigation ease, meaningful search results, efficient ordering are constantly pursued.</p> |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Grainger North America is committed to conducting business in an environmentally responsible manner while working to reduce energy use, minimize waste, conserve water and improve air quality in our operations. To do so, we focus on the environmental challenges within the material parts of our business: our operations, products and supply chain.</p> <p>Green Initiative Focus We work to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the US Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the US Green Building Council to help us align our environmental investments with our stakeholders' expectations.</p> <p>OPERATIONS Grainger recognizes the urgency of climate change action and supports greenhouses gas (GHG) reduction targets consistent with the net-zero climate goals of the Paris Climate Agreement. Since 2009, Grainger has disclosed to the CDP, the organization administering the global disclosure system, details on business risks and opportunities related to climate change. This initiative to reduce CHG is pursued companywide.</p> <p>Since 2011, Grainger has reduced absolute scope 1 and scope 2 emissions by 37 percent. Our target to reduce emissions further follows the medium-term goals of the Paris Climate Agreement. This approach relies in part upon increasing use of rooftop solar at Grainger facilities, investment in renewable energy credits, including wind and hydroelectric energy and improved technology and efficiency in building management systems. Specific efforts include:</p> <ul style="list-style-type: none"> • Expanding solar footprint across key facilities- In 2021, Grainger completed rooftop installation of an additional 1.1 MW of solar panels at the NE US Distribution Center (DC). • More efficient Building Management Systems (BMS)- In 2021, new energy efficient building or retrofits were completed across 29 facilities, representing 40% of our North America footprint. • LEED -Grainger has 7.0 million square feet of LEED certified space throughout 18 North American facilities, representing 28.8 percent of Grainger's total square feet in North America. |

- Recycling- Recycling rates in US DCs have increased by standardizing recycling processes and sharing best practices across our network. Teams are trained to use a color-coded system to separate and bale materials such as cardboard, plastic wrap and metal. In 2021, our US DCs recycled 92 percent of all waste leaving the facility.
- Water Usage- We monitor and measure our water footprint and pursue opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities

Grainger's supplier engagement program is the cornerstone of the broader effort to reduce GHG. Via quarterly calls and active feedback channels, Grainger engages the top 80 percent of suppliers by revenue to understand how to approach this effort.

Details of Grainger's commitment to clean energy and sustainability are found at pages 31-38 of our 2022 Corporate Social Responsibility Report, Sustainability and Stewardship, <https://invest.grainger.com/home/default.aspx>.

Green Products and Services

Grainger North America environmentally preferable product (EPP) portfolio helps customers maintain sustainable facilities via efficient energy management, water conservation, waste reduction and improved indoor air quality. Grainger's online filtering capability screens any product search to evaluate environmentally preferable alternatives. Grainger also maintains a growing portfolio of sustainability-related services which include site audits, payback analysis, utility rebate assistance and recycling of replaced product.

Customers can easily identify EPP products on Grainger.com by our Green Leaf icon. It indicates that the select product has a UL validated certification and/or attributes.

Grainger receives ongoing verification of its environmentally preferable SKU designation from UL Environment (ULE). For a product to be classified as environmentally preferable, it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense(r), ENERGY STAR(r) or Green Seal. These verifications are provided on the individual product page.

The following are examples of sustainable and environment products and services available to customers:

- Grainger US currently offers 100,000 green products.
- Grainger works with customers to identify and implement environmental conservation programs. Examples include lamp recycling programs, LED lighting conversions, using aerators on faucets to reduce water consumption, and Air Filter studies to reduce energy usage on HVAC units.
- Similarly, Grainger works with a customer's recycling and sustainability office to identify and implement environmental conservation programs. The initiative includes refilling stations to reduce plastic bottle waste, green product utilization, a lamp recycling program and LED lighting installment.
- Grainger, through a network of third-party service providers, offers a range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics).

In 2021, EPP sales totaled more than \$875 million, a 23 percent increase from 2020. Program growth is driven by increased customer demand for products. Merchandising our portfolio to add green certifications and environmental information to existing products also contributed to growth and helps customers with their sustainability goals.

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Grainger US EPP portfolio of approximately 100,000 products comprises one of the largest green SKU counts in the industrial distribution market. EPP products fall into two categories — those certified by independent organizations and those with green environmental attributes.</p> <p>Green certification indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g. EnergyStar®, DLC® Approved).</p> <p>Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g. ASTM standard test methods, LEED criteria, minimum percent of post-consumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations.</p> <p>GREEN ATTRIBUTES FOUND ON GRAINGER.COM FOR OFFERED PRODUCTS INCLUDE: Ecologo, GREENGUARD, GREENGUARD Gold, ECVP 2799 Zero Waste to Landfill Facility, Energy Star, WaterSense, Safety Choice, Green Seal, Certified Biobased, Carbonfree, Sustainable Forestry Initiative, Forest Stewardship Council, SMaRT Certified, DLC Quality Products Listing, DLC Premium, NEMA Premium, Energy Aware, HVI, Biodegradable Product Institute Certified, CRI Green Label, OMRI Listed, and VOC Levels Meet SCAQMD Requirements.</p> <p>We continuously evaluate available product certifications based on emerging certifications, customer demand, and to reflect new or remerchandised products already in Grainger's portfolio. Our existing portfolio of more than 100,000 products currently cover 27 product categories.</p> |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Grainger recognizes the importance of supplier diversity. As responsible corporate citizens, Grainger is committed to supporting the growth of diverse businesses and giving these companies opportunities.</p> <p>Grainger has more than 20 years of successful experience offering diverse companies' opportunities through two core programs:</p> <ul style="list-style-type: none"> • Tier 1: Authorized Grainger Reseller Program • Tier 2: Grainger's Supplier Diversity Program <p>Grainger's Tier 1 Authorized Grainger Reseller Program</p> <p>Program Overview: The Authorized Grainger Reseller program includes a network of more than 100 certified Diverse Business Enterprise (DBE) resellers authorized to resale Grainger MRO products. The DBE resellers have access to Grainger's full product offering and, since 2006, they have helped state, local, education, corporate and federal customers meet their diversity procurement goals. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.</p> <p>The reseller program enables MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses/diverse business enterprises (DBEs). The program allows Grainger resellers to offer niche, value-added services and a broader selection of products. The cooperation and coordination of Grainger and its resellers is a win-win for customers looking to achieve procurement goals and ESG/diversity mandates.</p> <p>DBE Responsibilities: DBE resellers are responsible for the procurement process, sales calls, order processing, invoicing, and troubleshooting. The DBE will engage with customers, represent itself in the marketplace, and be the first point of contact for customer service. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding.</p> <p>Grainger's investment in the Authorized Grainger Reseller Program includes the following:</p> <ul style="list-style-type: none"> • Dedicated Channel Business team which includes Sales and Operations Teams as well as leadership focused on flawless program execution. • As part of Grainger's investment, the Channel Business team provides on-going mentorship and support of the DBE resellers. <p>Specific examples of this resource investment include:</p> <ul style="list-style-type: none"> o Dedicated e-Commerce Solution Managers charged with ensuring seamless implementation of customer e-commerce programs. o Grainger Consulting Services support to help refine the reseller |

- administrative processes.
- o Business development and expansion support through customer match-making activities.
- o Focused on-boarding and MRO specific training which includes direct access to key manufacturers and suppliers.
- o Government/Healthcare ethics and compliance training led by Grainger in-house counsel.
- o Marketing support for the reseller end-customer marketing and sales collaterals.
- o Detailed reporting capabilities to support end-customer productivity and cost savings initiatives.
- In addition to these resources, Grainger's Channel Business team leads the Authorized Grainger Reseller Program and helps manage the resellers to ensure contract execution, compliance, and overall performance management.

Grainger's Tier 2 Supplier Diversity Program

Grainger's Tier 2 Supplier Diversity Program affords our customers with access to diverse manufacturers and suppliers through its catalogs and distribution channels. Started in 1999, this program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2021, Grainger's Tier 2 Supplier Diversity program features:

- More than 720,000 products from more than 2,800 key small and/or diverse suppliers
- More than 6,600 small businesses, and over 680 minority-, woman-, veteran-, disabled-person- and LGBT-owned businesses for goods and services

This model affords DBEs the ability to concentrate on what they do best and leave product logistics and distribution to Grainger.

Through this program, our customers have access to DBE products through all ordering options (including Grainger.com, KeepStock, the catalog, phone, fax, and walk-ins) and distribution channels. Our customers benefit from one-stop shopping and supplier diversity reporting upon request.

- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity filter to shop for products from diverse suppliers.

Supplier recruitment is a continuous activity for Grainger.

- Certified businesses that register through Grainger's supplier diversity registration portal on Grainger.com can be referred to buying decision makers when product review, request for proposal (RFP), or spot buying opportunities occur.

Grainger focuses on increasing the number of products acquired from diverse companies in several ways:

- Corporate member of the Women's Business Enterprise National Council (WBENC).
- Participates in conferences and seminars to help establish or strengthen diverse businesses.
- Grainger.com invites diverse suppliers to consider doing business with Grainger.

Grainger also pursues outreach opportunities with diverse organizations to understand their member offerings and to promote opportunities with Grainger. These organizations include:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise Council (WBENC)
- Small Business Administration (SBA)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Vets First
- Disabled Veteran's Business Alliance
- National Veteran Business Development Council (NVBDC)
- Disability: IN

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| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>Confidential Trade Secret Information</p> <p>North America Grainger's core business is a high-touch, high-service model where we provide value, including dedicated salespeople and technical support experts, to assist customers with information to identify the products they need. Sourcewell's Public Safety and Emergency Management portfolio is a prominent illustration of how Grainger strives to distinguish itself from the competition.</p> <p>Grainger team members work to understand the mission of each public safety and emergency management agency and the individuals who carry out its responsibilities. By knowing the customer in detail, including the challenges encountered, Grainger anticipates need and pursues how best to fulfill it. As a result, our offer addressing Public Safety and Emergency Management equipment, tools and supplies, and related services continues to expand to meet the evolving needs of Sourcewell members.</p> <p>By embedding itself within public safety and emergency management agencies across the US and Canada, Grainger North America is able to focus on how best to assist effective emergency response:</p> <ul style="list-style-type: none"> • An advanced supply chain infrastructure driven by customer need for breadth and depth of Public Safety and Emergency Management-related inventory and a distribution network centered on next day delivery. • An investment in eCommerce and digital platforms yielding advanced product search ease, meaningful product comparison, product availability and delivery clarity, all supported by an efficient and accountable ordering process. • Employees with expertise to assist with product selection and to assure availability and timely delivery whether the need is ordinary or critical. • Technology experts who design and innovate information systems and digital platforms to be customer-centric. • Decades of experience connecting public agencies and educational institutions to the products and services supported by a stronger compliance regime. <p>Detailed throughout our response are the range of products and services focusing on emergency response agencies. The breadth of these items, their availability and the expeditious delivery to the customer replicates Grainger's categories addressing commercial and industrial markets. The competitive market leveraged by Sourcewell's comprehensive solicitation encompassing Public Safety and Emergency Management requirements assures reasonable pricing for all product and service categories.</p> <p>Grainger's commitment to Sourcewell Members is steadfast. As reflected by our history and performance in emergency incidents, small or large, Grainger will stage product, open its branches at any time, dispatch products or deploy team members to assist public safety at an incident scene. Grainger embraces the premise of being relied upon by emergency services that respond to and assist citizens needing help as the right thing to do.</p> |
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| 46 | Do your warranties cover all products, parts, and labor? | <p>Products sold by Grainger to US and Canadian customers is covered under the following warranty terms:</p> <p>For Grainger US. Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Additional product specific warranty information either is shipped with the product to the Member or can be obtained by Grainger if requested by the Member.</p> <p>For Grainger Canada. All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period.</p> <p>Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy.</p> | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair, or misapplication. Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Grainger's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.</p> | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>Grainger products listed in Grainger's North America's General Catalogs are warranted by the manufacturer to the final user. Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by a Member. As a distributor of commercial off the shelf product, manufacturer warranties either accompany the product purchased or can be obtained by Grainger if requested by the Member. The scope of warranty service offered such as travel is scenario specific and will be defined and/or addressed by the respective manufacturer of the product subject to a warranty claim.</p> | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>Grainger product sold are warranted by the manufacturer to the final user. Upon request, the manufacturer of a given product sold by Grainger will address any unique geographic limitations that may impact a warranty claim. Grainger stands behind the product we sell by offering a one (1) year product warranty. We are committed to making each Grainger customer whole in any warranty scenario by either: (i) repairing; (ii) replacing; or (iii) refunding the amount paid by a customer.</p> | * |

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| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>Grainger products listed in Grainger North America's General Catalogs are warranted by the manufacturer to the final user. Although Grainger does not manufacturer the product it warranties, it will assist its customers with product specific warranty matters. For example, upon request, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them to the Member. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger North America assumes no responsibility for the content or coverage contained in any manufacturer's warranty or sales literature by providing this service.</p> <p>For Grainger US: Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Grainger, unless otherwise stated. Provided that Grainger accepts the product for return during the limited warranty period, Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by Participating Entity. Grainger 's repair, replacement, or refund of amounts paid by Participating Entity for the product, shall be Participating Entity's sole and exclusive remedy.</p> <p>For Grainger Canada: All products sold by Grainger are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location as Grainger designates, shipping costs prepaid, will be repaired or replaced, at Grainger's sole option, as the purchaser's exclusive remedy</p> | * |
| 51 | What are your proposed exchange and return programs and policies? | <p>Grainger US Exchange and Return Policy: GRAINGER 30-DAY SATISFACTION GUARANTEE. Participating Entity can return product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Supplier is required for all returns. Supplier's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.</p> <p>RETURNS AFTER 30 DAYS. Unless otherwise noted, Participating Entity can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Supplier is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.</p> <p>FINAL SALE ITEMS. Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Supplier may designate as a "Final Sale" from time to time.</p> <p>Grainger Canadian Exchange and Return Policy: Any cancellation or return must be approved by Grainger (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to Grainger immediately. For returns not related to damage or loss during shipping, product must be returned within 30 days of shipment and be in original package and re-saleable condition. Returns can be made to Grainger; however, Grainger will only accept returns on products purchased through Grainger. Returns of custom sourced products may not be permitted."</p> | * |
| 52 | Describe any service contract options for the items included in your proposal. | <p>In addition to our product line offering, Grainger North America offers select service contracts either directly or via our supplier/service provider/manufacturer network, in support of our product offer. Grainger North America will work with Members to review and assess which service opportunity is best suited to satisfy the Member's operational needs.</p> | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 53 | Describe your payment terms and accepted payment methods. | <p>Grainger North America's payments terms are NET 30.</p> <p>Grainger North America customers typically have an open account that is invoiced for orders according to their contract.</p> <p>Grainger also offers Sourcewell Members the following payment options:</p> <ul style="list-style-type: none"> • Credit card or cash – At the time of purchase or pickup. • Electronic payment (ACH/EFT) – Grainger uses the Corporate Trade Exchange-820 (CTX-820) ACH/EFT format to process electronic payments. The remittance detail included with the payment file helps Grainger reconcile (Customer)'s payment promptly and accurately. • Procurement cards – Grainger accepts all types of VISA, MasterCard, Discover, and American Express cards. • Check – Checks can be mailed to the "Remit To:" address on the invoice. |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Grainger North America does not offer leasing or financing options at this time. |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Please see Grainger's Sourcing Terms and Conditions. |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Grainger North America accepts VISA, MasterCard, Discover Card and American Express cards as a means of payment. There is no additional cost to Members for this process. |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
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| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Grainger North America's pricing model for Sourcewell Members is robust and multi-faceted, offering numerous cost savings opportunities:</p> <ul style="list-style-type: none"> • Category Discounts • Public Safety & Emergency Management Hot List • Member Market Basket • General Catalog Discounts • Large Order and Volume Discounts • Customer Specific Pricing (CSP) <p>CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across 21 MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based. Because CRP is lower than Grainger's prior List Price, the contract category discounts are often less than the prior percentages. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor, who has not adopted market-based pricing may not yield a lower final product price. As noted, differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada.</p> <p>For Sourcewell Members, CRP is found on Grainger.com and</p> |

Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 21 MRO categories.

In addition to the Hot List of Public Safety and Emergency Management items, Grainger will provide the category discounts aligned to Grainger's Sourcewell Facility MRO Supplies & Services Agreement #121218-WWG (the MRO Contract), so long as it remains valid, through the term of this Public Safety and Emergency Management agreement. Upon expiration or termination of the MRO contract, Grainger will extend the category discounts provided in any successor MRO agreement through the term of the Public Safety and Emergency Management agreement. The category discounts are applicable to the separate Canada and US MRO offerings.

Current Sourcewell Facility MRO Supplies & Services Agreement #121218-WWG CATEGORY DISCOUNTS include:

Air Filters – 40%
 Batteries – 19%
 Cleaning Equipment & Supplies – 22%
 Electrical Supplies – 23%
 Fasteners – 30%
 HVAC Supplies – 17%
 Lab Supplies – 15%
 Lighting, Lamps, Ballasts – 22%
 Lubricants, Adhesives, Sealants & Tape – 10%
 Material Handling, Storage & Packaging – 15%
 Measuring Tools & Test Instruments – 6%
 Motors & Power Transmission – 19%
 Outdoor Equipment – 12%
 Paint – 10%
 Plumbing – 20%
 Pumps & Pneumatics – 6%
 Safety – 19%
 Security – 15%
 Hand Tools – 14%
 Power Tools – 11%
 Welding, Machining & Cutting – 10%

PUBLIC SAFETY & EMERGENCY MANAGEMENT HOT LIST:

Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America presents the attached Public Safety & Emergency Management Hot List to all US and Canada Sourcewell Members who complete the affiliation process to access the Sourcewell/Grainger contract award. The offer is comprised of the highest volume and most frequently purchased products by a broad mix of government agencies.

Grainger North America analyzed usage and procurement data of public safety and emergency management-related products from its largest states, provinces, education, and non-profit customers across North America and combined it with all Sourcewell Members' prior 48 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Hot List.

The Hot List encompasses up to 200 items specific to Sourcewell Public Safety and Emergency Management customers. Due to variances between our catalog offerings and supplier base in the US and Canada, not all items in the Hot List is available to our Canadian customers. The items in the Hot List that are available to both US & Canadian Sourcewell customers have been priced in both USD and CAD respectively in our submission.

The Public Safety & Emergency Management Hot List pricing is competitive and will be held firm for 12 months from date of award.

To keep the Public Safety & Emergency Management Hot List meaningful throughout the life of this contract, Grainger North

America will evaluate the product selection and update it each year to ensure relevant product mix.

Grainger North America notes, based on the current economic environment, that market conditions may warrant off-cycle adjustments. Adjustments may involve unforeseen significant increases in suppliers' cost resulting from changes in laws or regulations, imposition of tariffs, currency fluctuations, commodity price increases or other changes not reasonably foreseeable by Grainger North America. In any circumstance, Grainger will follow Sourcwell procedures as to consideration of such adjustment.

MEMBER MARKET BASKET: In addition to the Grainger Public Safety & Emergency Management Hot List, we offer the ability for each affiliated Member to create a custom Market Basket of up to 100 items. To drive additional cost savings while enhancing procurement stability, Members can select a custom Market Basket consisting of public safety or emergency management-related products the individual Member most frequently procures. The Grainger North America Sales Team will work with Members seeking to consolidate, standardize, and identify a product list and price.

GENERAL CATALOG DISCOUNTING: Grainger recognizes the operational importance to provide members access to items that fall outside the market basket which may not be aligned to a specific category. North America Grainger provides a 5% discount off of CRP on products that fall outside the Hot List, market baskets, and defined category discounts.

LARGE ORDER AND VOLUME DISCOUNTS: Grainger has years of experience working with Sourcwell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcwell Members to leverage additional discounts for large, single orders, based on size and scope.

CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcwell's Vendor Price & Product Change Request Form, referenced in RFP #080922). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.

As noted, differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada.

58 Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.

The discount range in this offer represents 5% - 40% off Grainger North America's CRP resulting from 21 MRO category discounts noted above in the previous question, the general catalog discount, and the deep discounts applied to the Hot List prices.

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| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>Sourcewell "Enhanced Discount" Incentive Program: Grainger North America proposes a 3% increased discount on each of the defined 21 MRO categories for the following contract year for members who:</p> <ul style="list-style-type: none"> • Purchase at least \$25,000.00 in Total Member Purchases* during the Contract Year AND • Grow Total Member Purchases at least 12% over the preceding Contract Year <p>Purchases by a Participating Member under any Sourcewell Agreement with W.W. Grainger, Inc., are eligible to qualify for the Enhanced Discount Incentive Program.</p> <p>Sourcewell Plus Program: Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell.</p> <p>♦ "Total Member Purchases" refers to the net invoice price of the Product purchased by Member under the Sourcewell Agreements, less freight, taxes, returned Products and credits during each contract year for which a Rebate or Incentive is being actively calculated and paid. Purchases made through Grainger's Authorized Reseller Program vendors aligned to Member's account and receiving Sourcewell Agreement pricing will also be included in Total Purchases.</p> <p>♦The increase in Category Discount will be automatically applied to all 21 defined MRO Grainger North America categories (excluding the general catalog discount), commencing 60 days after contract period ends for a duration of 12 months. For those Sourcewell Members with no prior purchase history with North America Grainger, the cost savings incentive will be offered upon the achievement of at least \$25,000.00 in Qualifying Purchases during the applicable Contract Year.</p> <p>♦Members' eligibility for Sourcewell "Enhanced Discount" Incentive Program will be evaluated at the end of each contract year.</p> |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>Grainger's Sourcing Team acquires Public Safety and Emergency Management products not found in the Grainger General Catalog. Through this "special order" capability, Grainger provides quick access to over 6,500 suppliers and offers a total cost solution for acquiring infrequent, low demand or hard-to-locate items. Additionally, this channel offers line extensions (non-Grainger General Catalog product and related services from Grainger General Catalog and third-party suppliers and service providers) and discontinued product catalog lines.</p> <p>Quotes for "sourced" products and related services will be supplied for each such request. Pricing for sourced items is based on current market conditions and is negotiated on a per-order basis. Sourced product and related service opportunities are subject to the following terms and conditions:</p> <p>TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE</p> <p>Grainger will source products and services not available through the Grainger's General Catalog or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Member a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.</p> <p>1. SOURCED PRODUCTS</p> <p>a. Unless otherwise agreed to in writing between Grainger and Member, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Grainger and charged to Member on Member's invoice. If Member chooses to ship freight collect, shipments will be made to Member freight collect, using carrier designated by Member. C.O.D. shipments are not permitted. Receipts for freight charges will not be furnished. Title and risk of</p> |

loss pass to Member upon tender of the shipment to carrier.

b. The product warranty provided by the Manufacturer and/or Supplier of the sourced product will be Member's sole remedy. Grainger's standard limited warranty terms included in this agreement or Grainger's website terms and conditions, to the extent applicable, do not apply to sourced products.

c. Warranty Disclaimer. Except as expressly set forth herein, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper selection, improper installation, product modification, misrepair or misapplication.

d. A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Grainger and added to the invoice, unless the shipment of Sourced Products was the result of Grainger or manufacturer error or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed, except if Sourced Products are defective.

e. In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for Member, upon expiration or termination of the Agreement, Member agrees to purchase all remaining stocked Sourced Product. Grainger will invoice Member within (30) days of expiration, cancellation or termination of the Agreement.

2. SOURCED SERVICES

a. Performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Grainger, its subsidiaries, affiliates, or subcontractors ("Grainger"); or third-party service providers engaged by Service Grainger ("third-party providers"). For purposes of this section, "service provider" refers to either Grainger or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such service provider.

b. The terms and conditions contained in this section are extended solely by the specific service provider performing services, and any obligations contained in this section do not apply to any other service provider referenced in the foregoing paragraph. A third-party provider may require Member via Grainger to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Member and Grainger as set forth in this section.

c. In the event of a conflict between the standard terms and conditions in this Agreement and the additional service terms in this section, the additional service terms in this section shall prevail for the performance of services.

d. Limited services warranty. All services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of services ("limited warranty period"). If services are improperly performed and Member notifies Grainger of the improperly performed service during the limited warranty period, then Grainger will coordinate with the service provider to re-perform those services, in whole or in part, as necessary to cure the particular breach, or at the service provider's sole option, refund the amount paid by Member for the services directly attributable to the

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| | | <p>particular breach. The service provider's re-performance or refund of amounts paid by Member for the service directly attributable to the particular breach shall be Member's sole and exclusive remedy.</p> <p>e. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Member waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Member or any third party.</p> <p>f. Limitation of Liability. Grainger and Third-Party Providers expressly disclaim any liability for consequential, incidental special, exemplary or punitive damage in the performance of services. The liability of Grainger or any third-party provider performing services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of services that gives rise to any particular liability</p> | |
| 61 | <p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p> | <p>Grainger North America discloses all costs associated with the product and/or services sold to a Member prior to purchase. Elements of the total cost of acquisition not included in product and/or service pricing may vary based on the product or service procured. To this end, Grainger does not have a fixed firm list of like costs. If, however, additional charges are assessed, for example required services to train employees on how to operate a product, the additional charge and identity of the third-party performing the service will be provided to the customer prior to performance of the underlying service.</p> | * |
| 62 | <p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p> | <p>Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Additional freight charges and shipping fees may apply for sourced products and/or service orders as well as orders that include expedited delivery, carrier special handling, oversized product, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the US and shipping outside the contiguous US, and shipments originating in Canada and shipping outside Canada. The Member will be informed of any additional freight charges and shipping fees prior to purchase.</p> | * |
| 63 | <p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p> | <p>Grainger North America offers Sourcewell Members pre-paid freight on all standard ground shipments originating in Canada and shipped to a Canadian address. Product shipped from the Continental US to Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may be subject to additional terms, charges or fees that place the cost to ship on the Member. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling and oversized product will be paid by Member. The Member will be informed of any additional freight charges and shipping fees prior to purchase.</p> | * |
| 64 | <p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p> | <p>Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability:</p> <ul style="list-style-type: none"> • On-hand Inventory \$1 billion and more than 1.5M products • Technology Investment and Supply Chain Expertise that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network • Product ordered by 4PM, most customers receive next day <p>Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a network of 284 branches and 17 distribution centers across North America.</p> | |

INVENTORY MANAGEMENT SOLUTIONS

A critical facet of distribution and delivery is anticipating and understanding Member needs. Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger North America provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Grainger North America's KeepStock® portfolio of inventory management solutions help Members manage their inventory and reduce costs. Beyond industry-standard vending machines, Grainger North America's portfolio provides both customer-managed (CMI) and Grainger vendor-managed (VMI) inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within their facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com. or Grainger.ca.

VENDOR MANAGED INVENTORY (VMI) SOLUTIONS

KEEPSTOCK WEB: is control central for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. (Customer) can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide you with total visibility to your entire inventory.

- Dashboard: View your orders and program summary snapshot, receive notifications to manage discontinued items, access KeepStock® Web instructions and more.
- User Management: Leverage User Management to add users to help you manage inventory and set varied levels of access rights.
- Program Management: Set and easily adjust your program settings. Add, adjust, delete items, and set min/max levels. Automatic reorder provides inventory level assurance and minimizes stock outs of critical items.
- Order Status: Place orders, check order status and track all your orders in real time.
- Label Printing: Use the label capabilities to print barcode labels, including multiple labels at once.

KEEPSTOCK® VENDING: Grainger offers a variety of KeepStock® Vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for Member needs and supplies requirement:

KEEPSTOCK® REPLENISH: is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Your dedicated Grainger representative will work with you to determine the products and levels that need managing, as well as setting approvals for orders if required. The more complex your needs, the more you'll benefit from our scheduled visits and support our scheduled visits and supply chain expertise. On a pre-determined schedule, your Grainger onsite resource will:

- Reorder products based on min/max
- Restock Grainger products in designated areas
- Bar code and label Grainger managed products
- Handle Grainger purchasing and purchase orders
- Support spot buys
- Expedite invoices and inquiries
- Help find hard-to-find products
- Cross-reference Grainger products to add

KEEPSTOCK® ONSITE: KeepStock® Onsite is a VMI solution for larger, more complex customers who face multiple challenges managing critical MRO inventory. KeepStock® Onsite provides a dedicated, experienced resource on a daily basis plus a defined space—like a cage or crib—to support your Grainger product

purchases. Key features of Grainger's Onsite solution include:

- Dedicated onsite resource frees employee time to increase productivity.
- Desktop delivery and returns
- Spot buy and sourcing of product
- Optimized inventory delivers cost reduction by helping reduce on-hand inventory levels while minimizing stockouts
- Streamlined processes reduce overall handling costs
- Expanded scope to support product identification and recommendations, requisition creation, organization, product returns and warranty replacement
- Onsite expertise recommends stocking levels, driving product standardization and compliance

Please see attachments for further detail on Grainger's KeepStock Inventory Management Solutions.

KEEPSTOCK® STORE: This solution provides a fully stocked and staffed Grainger North America branch at your location especially helpful for high-volume, high-traffic needs. Grainger North America will work with the Member to determine which items to stock and overall scope of the solution.

CUSTOMER-MANAGED INVENTORY (CMI) SOLUTION

The KeepStock® CMI customer-managed inventory solution leverages mobile and desktop technology to give customers complete control of their Grainger inventory. Grainger offers this program for no additional charge to any customer interested in self-managing inventory.

Tech savvy tools and features of KeepStock® CMI solution include:

- Manage inventory across multiple devices, users, and locations
- Scan barcodes to order directly in the Grainger app
- This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product.
- Quickly edit and add items
- Adjust min/max levels and reorder points
- Manage users and approvals to control
- Print and scan labels
- View pending orders
- Access order history and purchase information to make informed inventory decisions

KEEPSTOCK MANAGED: Grainger's Managed Solution provides Members with daily onsite, expert, support services to maximize the value of Member's entire MRO inventory investment for both Grainger and non-Grainger product. Managed MRO is a fee-based service where our Inventory Specialists work at your facility to manage all indirect materials.

EMERGENCY RESPONSE INVENTORY AND DISTRIBUTION

A critical element of Grainger North America's distribution capability is assisting emergency response for the small and large incident. Expeditious and quality response in real time entails internal planning and preparation.

In an emergency, Grainger North America's Crisis Management Team first assesses the condition of Grainger branches and facilities to make sure they are available to distribute product. Frequently a pre-determined product list, coordinated with local emergency response agencies, is used to move supplies to the affected area. If additional products are required, Grainger North America moves products to the area from its 284-branch network and 17 regional Distribution Centers or directly from product suppliers.

A critical element in Grainger North America's expeditious response is its breadth of inventory, relationship with suppliers, capability to determine where inventory is located, and its transportation proficiency, personnel with expertise and experience and long-term

| | | |
|--|--|--|
| | | <p>relationships with state, local and federal agencies.</p> <p>In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution.</p> <p>Emergency Response POC: Grainger's Primary Point of Contact in any emergency affecting a Sourcewell Member in the US is Allison Darling, Senior National Government Sales Manager who can be reached via call or text at mobile phone: 713.805.9845 or email: Allison.Darling@grainger.com and in Canada, Marty Luciw, Senior Government Sales Manager at phone number: 403.991.2727 or email: Marty.Luciw@grainger.ca</p> <p>Grainger's US emergency phone number is 800-CALL-WWG. Other primary points of contact will be identified for Sourcewell member.</p> <p>The local Grainger Account Management team will engage the Sourcewell member to address the circumstance within 60 minutes to understand the challenge and to commence response. Grainger provides emergency response services, whether the incident is small or large, at any time. Upon receiving a call, the Grainger representative contacts the Corporate Crisis Management Team leadership and/or communicates with the local Branch representative to open the nearest branch location.</p> <p>Grainger commits to special services to Sourcewell members. Grainger will open a branch, deploy team members to take orders, assist customers, load trucks and to distribute supplies at the incident scene. Grainger's pricing and services does not change in an emergency, large or small. Sourcewell member product costs will mirror the contract.</p> |
|--|--|--|

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 65 | d. other than what the Proposer typically offers (please describe). | The pricing offer is premised upon detailed historic purchase history, trends within this market segment and customer evolving requirements, and based on this information, reflects a competitive offer for customers with purchasing needs in the public safety and emergency management space. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>Grainger performs monthly pricing reviews to ensure Sourcewell Members receive valid contract pricing. These reviews are automated and then confirmed accurate by team members versed in contract requirements. If inconsistencies are identified, Grainger performs an internal inquiry to track the origin of the inconsistency after which corrective action is taken to address the issue. Grainger ensures adjustments are made and the Member is informed of the issue, the corrective action taken and is credited.</p> <p>Flowing from the monthly pricing review, is a report provided to Sourcewell that documents Grainger's audit findings. This level of scrutiny is also applied to our review of overall contract sales and calculation of administrative fees, which is documented in Grainger's Direct Sales Administrative Fee report provided to Sourcewell following the end of each quarter.</p> <p>Grainger's customer facing compliance initiatives include assisting customers with their regulatory and policy driven audit requirements, which include performing audits up to three years beyond the order invoice date and/or provide purchase history reporting up to three years beyond the order invoice date. These actions allow the customer or a third party to perform a review of orders submitted to Grainger to ensure the accuracy of contract pricing.</p> |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Grainger offers a range of standard reports; the key metrics customers can expect include:</p> <ul style="list-style-type: none"> • Tier: This workbook includes the Overall Purchase Analysis, Item Purchase History, Product Line Distribution, Purchase by Supplier, and Cost Savings Analysis reports plus a summary page. • KPI: Order summary with ship-complete rating, order accuracy, order adjustments, and on-time shipping. • Item Purchase History: This summary report shows items purchased by track code, sub-track code, and/or account4 number. Includes total sales and quantity per item. • Supplier Diversity: Reports sales by historically underrepresented partners. |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all Product Purchases, except for Product Purchases made through a Member's participation in the Grainger Authorized Reseller Program, where Grainger will pay Sourcewell a One Percent (1%) DSAF on Product Purchases. Qualifying purchases are those purchases made directly by an Sourcewell Member from Grainger or its Authorized Reseller pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to Sourcewell within forty-five (45) days from the end of the quarter</p> |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>North America Grainger's offer encompasses the entire US portfolio of 1.5 million MRO and public safety products and 476,000 MRO and public safety products in Canada's portfolio across 36 categories provided by 6,500 suppliers. It is supplemented by sourcing proficiency and the expertise of Grainger team members.</p> |

It captures the routine to specialized MRO product or service and is continually enhanced to meet evolving Member needs.

Grainger's offer is as much in providing quality MRO and public safety products and services as being a meaningful resource to assist an agency carry out its responsibilities. We commit enormous investment to gain experience and expertise in knowing the individual customer and to refine what we do to meet its needs. A prominent example is our work serving public safety, emergency management responsibilities related to, and in support of, the welfare and protection of the general public fulfilled by various agencies and departments throughout Canada and the US. The following summary details the breadth of this commitment:

The scope of Grainger's specialization commences with comprehensive gear and equipment, apparel, and industry specific specialty tools designed to assist:

- Law Enforcement and Corrections
- Fire, EMS, Search and Rescue
- Medical, Health Services and Public Health, Human Services and Housing
- Emergency Management
- Public Utilities and Public Works
- Transit and Transportation.

This Public Safety and Emergency Management offer is broad in scope and relevant for state, county, local municipalities, educational institutions, non-profit organizations, special jurisdictions, and Tribal Nations who are responsible for serving, protecting, and responding to man-made and natural disasters, emergencies, whether small or large. Grainger is well-positioned to support daily responsibilities such as supply replenishment in a fire station or replacing ligature-resistant plumbing in a correctional facility. It can assist response to urgent events and circumstances including crowd control, wildland fires, multi-patient medical response and contraband detection. Responsibilities also encompass efforts addressing the needs and impact of the homeless.

To provide Sourcewell Public Safety Members and other customers with an easy-to-access resource, Grainger maintains a Public Safety landing page on Grainger.com : www.grainger.com/publicsafety. A summary is provided below.

LAW ENFORCEMENT: Essential and regular order products, including hard-to-find and replacement items necessary to help protect law enforcement officers in their work to serve and safeguard others across the multiple environments encountered. A Law Enforcement line card of items is attached.

CORRECTIONS: Grainger offers products and solutions designed to help maintain controlled environments that are safe, humane, cost efficient and secure. A Corrections line card of items is attached.

FIRE, EMS, SEARCH and RESCUE: Extensive selection of firefighter gear, search and rescue equipment, fire station essentials and products assisting emergency medical care, all meeting or exceeding industry standards. Firefighter Department and EMS line card of items is attached.

MEDICAL, HEALTH SERVICE, and PUBLIC HEALTH: Products assisting in administering of examinations, vaccinations, testing and other procedures involving large and small patient populations. Included in the portfolio are items directed to stabilizing, cleaning and maintaining environments of vulnerable patients, particularly the sick and homeless and keeping medical and support workers safe. Products include an expansive line of ligature-resistant fixtures, hardware and other devices.

PUBLIC UTILITIES & PUBLIC WORKS: At the forefront are products and inventory management solutions and helping to maintain safe, sustainable, and efficient operations at electric, gas, water, and wastewater utility plants. Safety and PPE, testing equipment and meters, lab supplies, blowers and products relating to on and off-site maintenance and repair of utility infrastructure.

TRANSIT & TRANSPORTATION: Grainger's support includes Federal Motor Carrier Safety Regulations and HAZMAT online courses as well as DOT shipping labels and handbooks, all designed to help Members increase productivity, reduce maintenance backlog and increase the lifespan of equipment and other assets.

EMERGENCY MANAGEMENT: Grainger routinely bolsters its emergency product and service capabilities to assist communities prevent, protect, mitigate, respond to, and recover from emergency events. Product and logistic assistance include onsite containers filled with emergency supplies and Grainger team members responding to a request via phone, text, email inquiries or when deployed to the incident. Grainger participates in emergency planning and preparedness as to capabilities, capacity, training, equipment and products across the range of emergencies. Grainger's

MRO and supply chain support network is integrated into an agency's overall response.

Grainger's Emergency Preparedness & Response product portfolio provides first responders and first receivers with facilities, equipment and products to support and sustain any circumstance. Grainger North America maintains a landing page on Grainger.com dedicated to Emergency Preparedness, www.grainger.com/emergency. The site provides comprehensive lists of equipment, tools, and supplies addressing the wide range of hazards or threats -hurricanes, tornados, earthquakes, wildfires and large and small incidents where citizens are in danger and need. A digital version of Grainger's Emergency Preparedness Catalog and Capabilities Guide can be accessed at https://www.grainger.com/content/catalog_emergency_prep.

Grainger's comprehensive emergency management-related equipment, tools, and supplies catalog is structured to support:

- Power Restoration
- Flood Response
- Emergency Lighting
- Communications
- Decontamination
- Fatality Management
- Emergency Operations Centers
- Personnel Safety
- Shelter Supplies
- Debris Removal
- Emergency Water and Flood
- Detection
- Incident Command Solutions

SERVICES ACROSS PUBLIC SAFETY AND EMERGENCY MANAGEMENT

In addition to the Assessments and Training we offer, which were detailed in Question 40, Grainger's offerings of value-added support services of products or equipment encompass:

- Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services.
- Turnkey service offerings include materials, labor, recycling, rebate administration.
- Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

SERVICES OFFER: Services include inventory management solutions (including Grainger "Managed MRO" solution), installation, assembly, and consulting services, services addressing safety training, assessments and sustainability. Our technical experts assist agency operations and compliance responsibilities.

Audits or tests are conducted for identification and/or to monitor hazardous work areas so that controls and safe work practices can be implemented.

ENVIRONMENTAL HEALTH & SAFETY SERVICES

Fee-Based Safety Assessments & Audits include: Heat Stress Assessment (Hot & Cold), Hearing – Ear Fit Test, Hearing Loss Determinations (Work Related) – Audiologist reviewed, Online Respirator Medical Clearance Testing, PPE Assessments, Pulmonary Function Testing, Rigging & Sling Inspections, Respirator Fit Testing, Respirator Fit Testing (Medical Health Questionnaire) – Physician reviewed, Sustainability Assessments, and Vision Screening.

ONLINE SAFETY SERVICES

Online Safety Training (Customer's LMS), Specialized Online Safety Training (OSHA 10/30, NFPA 70E), Online SDS Management System, Online Occupational Health Evaluations (Audio, Pulmonary, Respiratory).

PROGRAM & PROCEDURE DEVELOPMENT

Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development.

- Arc Flash/Electrical Safety
- Confined Space
- Emergency Action Plans
- Environmental Safety
- Hazards

- Food Safety
- Inspection and Asset Management
- Footwear/Benefit Management
- Lockout/Tagout
- Machine Guarding
- Medical First Aid
- Online Safety Manager
- SOS Management

Please see attachment "Grainger's Value Add and Fee-Based Services" in Additional Documents Zip.

SOURCING

Grainger's Sourcing Team procures public safety and emergency management supplies and services not found in the Grainger General Catalog. The Team leverages Grainger's buying power to provides customers with a total cost solution for infrequently ordered items via quick access to over 6,500 suppliers.

Sourced products for Emergency Management include:

- Water and hydration
- Patient & Inventory Tracking Solutions
- Medical Surge Solutions and Evacuation
- Medical Surge Supplies
- Incident Command & Triage Solutions
- Emergency Food and Liquids
- Oxygen Concentration & Distribution
- Multiple Casualty Ventilators and Respirators
- Shelter Solutions
- Decontamination Solutions
- Clothing, blankets, and protective gear

Custom Kitting Capabilities:

Through a combination of strategic supplier partners and Sourcing capabilities, Grainger North America provides Public Safety, Emergency Management, and other emergency response departments with customized supply kits to assist with mass casualty or disaster responses. Examples of typical kits include shelter kits to prepare for disasters and deployment kits for first responders in preparation for an event. Grainger can also provide kitting for non-disaster events such as (but not limited to) homeless support kits, penitentiary release kits, and law enforcement protection kits such as fentanyl kits and stop the bleed kits.

Recent kit deployments include:

Pandemic Event 2020 – Grainger and a key supplier partner, sourced product globally, air freighted in components, assembled and fulfilled requests for pandemic kits to each of the lower 48 states. The 50 million kits were distributed to States, Counties and local governments.

Vaccination Support 2021 – Working with a supplier partner, Grainger deployed drive- through testing and vaccination stations for multiple states and counties throughout the pandemic. The structures included a 2-lane inflatable drive through, ante room, and a 22x22 connected structure to house support staff and vaccine freezers. The units were packaged in trailers and pallet boxes based on customer preference.

Afghanistan Refugee Support 2021 – To help support Afghan refugee relief efforts, Grainger and supplier partners quickly secured and assembled a hygiene kit with products including blankets, towels and washcloths. At its peak, kitted 30,000 hygiene kits were provided to customers.

70 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

The following is a summary of major subcategories in Grainger North America's Public Safety and Emergency Management portfolio. As emergency response agencies often have the similar requirements, all product categories and subcategories are readily available to any Department and Agency.

LAW ENFORCEMENT

- Ballistic head protection systems accessories, riot shields, batons & accessories, body armor, bomb suits
- Binoculars, monocular and accessories
- Body camera accessories,
- Counterfeit & mail screening devices
- Evidence bags and collection kits, evidence markers, evidence storage lockers,
- Fingerprint stations and accessories
- Firearm cleaning kits, holsters, magazines and speed loaders, firearm oil and cleaning solvents
- Forcible entry tools

Gloves- military, police and tactical
Hearing protection
Night vision devices, flashlights, laser sights
Overdose treatment protocols
Rainwear, rubber boots & waders, rescue & extrication gloves,
Respiratory protection and gas masks, gas mask canisters,
Rifle scope accessories, rifle scopes, rifle stocks and slings
Restraints and handcuffs
Safety glasses
Shooting range target accessories, shooting range targets
Stop the bleed protocols
Tactical boots, pouches, vests
Thermal imaging cameras and accessories
Traffic safety/traffic-control equipment, access and crowd control barriers
Uniform accessories, patches and emblems
Weapon cases and bags, weapon mounted tactical lights, weapon storage cabinets

CORRECTIONS

Batteries and battery chargers
Correctional facility furniture
EMT & rescue supplies, first aid & wound care
Food service cookware, appliances and equipment, disposables and dispensers,
storage and transport,
Laundry supplies & equipment
Key control & identification,
Video surveillance, security alarms and warnings, detectors, scanners & accessories,
safes,
Two-way radios and scanners

FIRE, SEARCH and RESCUE

Aspirators and suction equipment, respiratory protection
Defibrillators
Disposable & chemical resistant clothing
Evaporative & misting coolers
Fire extinguishers
Firefighting clothing & accessories
Fire hoses, fire hose and hydrant valves,
Firefighter gloves
Generators
Headlights & lanterns, gas detection, hand, and arm protection,
Nozzles, pneumatic hose and cable reels, pumps
Overdose treatment protocols
Smoke detectors
Spanner wrenches
Sports drinks and dehydration thirst quenchers
Thermal imagers, scene lighting
Ropes
Trauma kits
Thermal imagers, scene lighting
Water rescue apparatus
Wildfire hand tools, Wildfire pumps

EMS

Arm slings
Aspirators and suction equipment
Cervical collars, head immobilizers
CPR devices & masks
EMT trauma kits,
Cervical collars, first aid cots, CPR mask kits,
Defibrillators, disposable and chemical resistant clothing, disposable Gloves,
EMT tools and tool sets, head immobilizers, medical equipment bags and cases,
First aid tweezers and forceps
IV supplies
Medical diagnostics and monitoring equipment,
Medical scissors and shears
Overdose treatment protocols
Oxygen cylinders, masks
Patient transfer equipment including belts, boards, mats, stretchers, cots
Penlights and inspection lights
Personal and area cleaning and sanitary products
Sharps containers
Splints
Wound care including bloodborne pathogen kits

MEDICAL, HEALTH SERVICE, and PUBLIC HEALTH

Circulation and air treatments, cooling fans
 Emergency lighting and light sticks
 Electric heaters and accessories
 Eye protection and accessories
 Exam room supplies, exam room furnishings and supplies
 Gloves and hand protection
 Hazardous waste transport bags
 Ligature-resistant hardware, fixtures, controls, accessories, doors, bathroom stalls, partitions, latches, locks, bolts
 Portable coolers and beverages, and
 Spill control supplies
 Labware, keyless access locks,
 Rainwear
 Snow and ice removal
 Temporary outdoor structures and accessories
 Wet cleaning wipes, hand sanitizers & dispensers, hand soaps and dispensers

PUBLIC UTILITIES and PUBLIC WORKS

Air compressors and vacuum pumps
 Air filters
 Cooling fans & air circulators, air treatment
 Electric heaters and accessories
 Eye protection & accessories
 Hand saws and cutting tools
 Hearing protection
 Pipe and tubing
 Pipe tubing, fittings and couplings
 Power saws and accessories
 Spill control supplies
 Starters and contactors
 Pipe fittings and couplings,

TRANSIT and TRANSPORTATION

Air conditioners and accessories, air treatment
 Chemical and particulate protective clothing
 Concrete, asphalt, and masonry
 Fastening tools and accessories
 Safety alarms and warning
 Water coolers, dispensers and fountains

An attachment detailing the breadth of Grainger's suppliers in each of the above sectors is attached. "Grainger's National Brands" can be found in the Additional Documents Zip.

Grainger Public Safety and Emergency Management Equipment, Tool and Supply Catalog

Planning and Strategy Outline

Flowing from North America Grainger's experience in assisting state, province, local, federal and national emergency services in responding to the range emergency events is a continuing initiative to review and prepare for the future. Below is a summary outline of our preparation guide:

Large Event Preparedness and Management

- o Prepare – Crowd control, intruder defense systems, metal detectors & scanners, video surveillance, keyless entry, electro-magnetic locking systems, security bollards, two-way radios, and door alarms & warnings, traffic safety, barriers, remote area lighting, drone detection
- o Respond & Recover - EMT & rescue supplies, public safety supplies listed above under "Law Enforcement," "Corrections," and "Fire, EMS, and Search and Rescue", biohazard spill kits, first
- o "Corrections," and "Fire, EMS, and Search and Rescue", biohazard spill kits, first aid & wound care, body armor, disaster survival kits, and fire extinguishers.

Hurricanes & Floods

- o Prepare – Two-way radios, batteries, weather radios, handheld flashlights, flood barrier systems, sandbags, shovels, fuel & gas cans, generator transfer switches, portable & inverter generators, standby generators, cots & beds.
- o Respond & Recover – Disinfectants & sanitizers, mold killers & mildew removers, chainsaws, carpet-flood dryers, cooling fans & air circulators, mops & buckets, portable engine driven pumps, suction & discharge hoses, temporary job site lights, tarps, hip boots & waders, insecticides & repellents, lifejackets & personal flotation devices, dehumidifiers, fuel & gas cans, traffic cones, A/C units,

ready-to-drink mixes, mops, buckets.

Wildfires & Droughts

- o Prepare – Weather radios, carbon filters, fire safes, safety cabinets, smoke detectors, fire extinguishers, garden hoses, respiratory protection, batteries, handheld flashlights, headlamps, portable coolers.
- o Respond & Recover – Wildland fire hand, first aid & wound care, sports drinks & thirst quenchers, two way radios, fire hoses, firefighter gloves, hydration packs, chainsaws, wildland fire pumps, wildland firefighting, wildland firefighting pants, shovels.

Winter Preparedness

- o Prepare – Ice melting compounds, generators, snow blowers, drop & broadcast spreaders, snow shovels & pushers, heaters, jackets & coats, thermal underwear, cold condition gloves, foot & hand warmers, winter boots, boot liners.
- o Respond & Recover – Automotive battery charges & jump starters, fire & gas cans, jumper cables, tire chains, foot traction devices, boot dryers, entrance mats, emergency roadside kits, cold weather headgear & liners, cold weather extension cords, backpack blowers.

Tornadoes

- o Prepare – Air horns, two-way radios, weather radios, batteries, handheld flashlights, headlamps, respiratory protection, engine & motor oils, extension cords & power strips, fuel & gas cans, generator transfer switches, portable & inverter generators.
- o Respond & Recover – Brooms, dustpans, & accessories, trash & waste bags, chainsaws, cutting & pruning tools, power brushes, yard vacs, and leaf blowers, trash containers, tarps, disposable & chemical resistant clothing, eye protection, first aid & wound care, gloves, and safety footwear.

Earthquakes

- o Prepare – Earthquake safety devices, seismic wedge anchors, flammable cabinets, portable & inverter generators, standby generators, fuel & gas cans, exit signs, flexible gas connectors.
- o Respond & Recover – Backup power systems, fire extinguishers, handheld flashlights, weather radios, disaster survival kits, first aid & wound care, gas detection, trash cans.

Extreme Heat/Heat Stress

- o Products to Keep your People Cool– Cooling hats, cooling vests, hard hat cooling products, polarized safety glasses, safety banners and posters, heat stress training & reference materials, heat stress monitors, hydration packs, hydration pack accessories, portable coolers and beverage coolers, sports drinks and thirst quenchers, shade/shelters, sunscreen, ice packs, bottled water.
- o Products to Keep your Facility Cool – Air conditioners, cooling fans and accessories, shade/shelters, garden hoses, generators, overhead door seals, ventilation, thermometers.

Power Outages

- o Prepare – Emergency lighting, exit sign and light combinations, safety signs, digital multimeters, plug in surge protection devices, safety switches, thermal imagers, circuit testers, voltage detectors, standby generators, training, identification products and tags.
- o Respond & Recover – Generators, flashlights, extension cords and outlet strips, handheld two way radios, fuel and gas cans, patient transfer, batteries, barricade lights, electrical gloves, hand tools, lockout devices, emergency radios, wire and cable, standby generators - liquid cooled, solar chargers, electrical boxes, antistatic accessories, conduit and outlet bodies, safety signs, UPS systems.

Mosquito-borne Diseases

- o Prepare – Larvacides, electronic bug killers, outdoor head nets, air conditioners, air curtains, air circulators & fans, work coveralls, canopies & tents.
- o Respond & Recover – Sprayers, insecticides & repellents, foggers & misters, thermometers, blood borne pathogen kits, hazardous waste bags, disposable gloves, portable engine driven pumps.

Communicable Diseases

- o Prepare – Disinfectants & sanitizers, hand sanitizers & wipes, hand soaps, bloodborne pathogen cleanup kits, facial tissues, disposable gloves, disposable respirators, safety glasses, safety goggles, thermometers, hazardous waste bags
- o Respond & Recover – Decontamination showers, PAPRs, temporary emergency shelters, disposable coveralls, disposable barrier gowns, shoe & boot covers, Sharps containers, negative air machines, procedural masks, fit testing, specimen transport coolers, lab refrigerators & freezers.

Hazardous Materials-Preparing for and Responding to a Hazmat Incident

- o Prepare - Safety storage cabinets, type 1 safety cans, biohazard spill kits, Right-To-Know placards and signs, hazmat asbestos abatement, exhaust fans, spill skids & pallets, hazmat shelving and storage racks, biohazard waste cans, safety storage drums, safety training and reference materials, spill kits and stations, safety signs, evacuation storage and equipment, absorbent pads, safety gloves & hand protection, plain-toe PVC and rubber boots, spill control supplies, chemical neutralizers, hazard labels, gas detection, radiation detectors, disposable and chemical resistant clothing.
- o Respond & Recover - Disposable and chemical resistant clothing, chemical spill kits, decontamination showers, sorbents, spill control stations, collapsible spill containment berms and pools, spill containment, respiratory, detector tubes & pump kits, supplied air pump packages, incident command and triage supplies, traffic barricades, cleaning, drain cleaning equipment, spill berms, indoor air quality, nonelectrical properties testing, chemical-resistant pedestal pumps, storage lockers, pleated air filters.

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered | Comments |
|-----------|--|--|---|
| 71 | Law enforcement and corrections | <input checked="" type="radio"/> Yes <input type="radio"/> No | Products and services relevant for Local Police, Sheriff., State Police Campus Police, Security, Transit Police, Special Jurisdiction Police, Detention / Correctional Officer and others * |
| 72 | Fire, EMS, and Search and Rescue | <input checked="" type="radio"/> Yes <input type="radio"/> No | Products and services relevant for Local Fire, EMS, Search and Rescue, Volunteer Fire, Wildland Fire, Forestry Service, Fire Brigade and others * |
| 73 | Medical, Health Service, and Public Health | <input checked="" type="radio"/> Yes <input type="radio"/> No | Product and services relevant for Fire EMS, Law Enforcement, Security, Corrections, Departments of Health, Education Health Services and others * |
| 74 | Emergency Management | <input checked="" type="radio"/> Yes <input type="radio"/> No | Products and services relevant for all customers responsible for emergency preparedness and response including Law Enforcement EOC, Fire EOC, Campus EOC, State/Local Govt EOC and others * |
| 75 | Public Utilities and Public Works | <input checked="" type="radio"/> Yes <input type="radio"/> No | Products to keep your city and state running efficiently. Products relevant for those who take care of the water, air, and sewer infrastructure and others * |
| 76 | Transit and Transportation | <input checked="" type="radio"/> Yes <input type="radio"/> No | Products and Solutions to help DOT, Mass Transit, and other public or non-profit transportation providers keep their operations running and their people safe. |
| 77 | Providers of services similar or related to the services described in line items 71 - 76 above | <input checked="" type="radio"/> Yes <input type="radio"/> No | As exemplified by the pandemic, the breadth of agencies responding to emergency circumstances extends to all components of government, commercial and private organizations. Grainger works closely with all in securing product, transporting it to where needed and assisting in its distribution at the incident location. |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Friday August 05, 2022 09:07:00
 - [Financial Strength and Stability](#) - Financial Strength.zip - Friday August 05, 2022 09:07:21
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Friday August 05, 2022 09:20:28
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9_Q46 Sourcewell Grainger Warranty .pdf - Friday August 05, 2022 09:21:07
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Friday August 05, 2022 09:08:20
 - [Upload Additional Document](#) - Additional Documents SW.zip - Friday August 05, 2022 13:36:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Allison Darling, Senior National Government Sales Manager, W.W. Grainger, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu August 4 2022 10:54 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon August 1 2022 04:32 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 28 2022 04:03 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 27 2022 10:43 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 21 2022 04:32 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 14 2022 03:16 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 13 2022 01:21 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon July 11 2022 02:31 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Fri July 8 2022 01:36 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu June 30 2022 01:20 PM | <input checked="" type="checkbox"/> | 2 |



Pricing Offer

Public Safety & Emergency Management “Hot List”: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Hot List offer. Grainger North America presents a Public Safety & Emergency Management Hot List to all US and Canada Sourcewell Members who complete the affiliation process to access the Sourcewell/Grainger contract award. The offer is comprised of the highest volume and most frequently purchased products by a broad mix of government agencies.

Member Market Baskets: In addition to the Grainger Public Safety & Emergency Management Hot List, we offer the ability for each affiliated Member to create a custom Member Market Basket of up to 100 items. To drive additional cost savings while enhancing procurement stability, Members can select a custom Market Basket consisting of public safety or emergency management-related products the individual Member most frequently procures. The Grainger North America Sales Team will work with Members seeking to consolidate, standardize, and identify a product list and price.

General Catalog Discounting: Grainger recognizes the operational importance to provide members access to items that fall outside the market basket which may not be aligned to a specific category. North America Grainger provides a 5% discount off of CRP on products that fall outside the Hot List, market baskets, and defined category discounts.

Large Order and Volume Discounts: Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

Customer Specific Pricing (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Category Discounts: In addition to the Hot List of Public Safety and Emergency Management items and the Member Market Basket, Grainger will provide the category discounts aligned to Grainger’s Sourcewell Facility MRO Supplies & Services Agreement #121218-WWG (the MRO Contract), so long as it remains valid, through the term of this Public Safety and Emergency Management agreement. These category discounts are applied to Grainger North America’s Contract Reference Price (CRP). For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 21 MRO categories.

Grainger North America MRO Category Discounts

| Sourcewell MRO Categories (US & Canada) | Current CRP Discount |
|---|----------------------|
| Air Filters | 40% |
| Batteries | 19% |
| Cleaning Equipment & Supplies | 22% |
| Electrical Supplies | 23% |
| Fasteners | 30% |
| HVAC Supplies | 17% |
| Lab Supplies | 15% |
| Lighting/Lamps/Ballast | 22% |



| Sourcewell MRO Categories (US & Canada) | Current CRP Discount |
|---|----------------------|
| Lubricants, Adhesives, Sealants & Tape | 10% |
| Material Handling, Storage & Packaging | 15% |
| Measuring Tools & Test Instruments | 6% |
| Motors & Power Transmission | 19% |
| Outdoor Equipment | 12% |
| Paint | 10% |
| Plumbing | 20% |
| Pumps & Pneumatics | 6% |
| Safety | 19% |
| Security | 15% |
| Hand Tools | 14% |
| Power Tools | 11% |
| Welding, Machining & Cutting | 10% |

Sourcewell “Enhanced Discount” Incentive Program: Grainger North America proposes a 3% increased discount on each of the defined 21 MRO categories for the following contract year for members who:

- Purchase at least \$25,000.00 in Total Member Purchases* during the Contract Year AND
- Grow Total Member Purchases at least 12% over the preceding Contract Year

Purchases by a Participating Member under any Sourcewell Agreement with W.W. Grainger, Inc., are eligible to qualify for the Enhanced Discount Incentive Program.

Sourcewell Plus Program: Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell’s Vendor Price & Product Change Request Form, referenced in RFP #080922). These adjustments may include unforeseen significant increases in supplier’s costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.







VA Arlington Co Sourcewell 3-3-23 UPDATED_23-POL-R-490 (Grainger)

Final Audit Report

2023-03-08

| | |
|-----------------|--|
| Created: | 2023-03-07 |
| By: | Susan Ebben (susan.ebben@grainger.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4009klmaQAtmtX-LlsxYiBmTqxNYyTxp |

"VA Arlington Co Sourcewell 3-3-23 UPDATED_23-POL-R-490 (Grainger)" History

-  Document created by Susan Ebben (susan.ebben@grainger.com)
2023-03-07 - 6:23:34 PM GMT
-  Document emailed to benjamin.nichols@grainger.com for signature
2023-03-07 - 6:31:53 PM GMT
-  Email viewed by benjamin.nichols@grainger.com
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-  Signer benjamin.nichols@grainger.com entered name at signing as Benjamin Nichols
2023-03-08 - 2:50:53 PM GMT
-  Document e-signed by Benjamin Nichols (benjamin.nichols@grainger.com)
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