

## USE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and WW GRAINGER INC. (herein the "Supplier"),

### RECITALS

WHEREAS, the Supplier and City of Tucson (herein "City of Tucson") have entered into that Contract dated \_\_\_\_\_ (Bid No. \_\_\_\_\_) which provides for Industrial Supplies, Equipment, and Lighting Supplies (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the City of Tucson; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (174 pages), and incorporated herein, except as stated in Exhibit "B" (6 pages), and Exhibit "C" (2 pages), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the City of Tucson. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the City of Tucson failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the City of Tucson fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is

provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and City of Tucson.

6. Any change or modification to the Supplier Contract between the Supplier and the City of Tucson shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: WW Grainger Inc.  
Brittany Bosley  
2401 Western Ave.  
Las Vegas, NV 89102-4815  
Fax # 702-387-0278

FOR THE CITY: City of Las Vegas  
Manager, Purchasing and Contracts  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Fax #: (702) 384-9964

The parties shall provide written notification of any change in the information stated above.

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which City of Tucson was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the City of Tucson shall be understood and interpreted to refer to the City for purposes of this Agreement.

10. This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

\_\_\_\_\_  
KATHLEEN C. RAINEY, Manager  
Purchasing and Contracts

"City"

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, MMC  
City Clerk

APPROVED AS TO FORM:

Robert J. Swain      12-7-10  
Deputy City Attorney      Date

WW GRAINGER INC.

\_\_\_\_\_  
Government Account Manager

"Supplier"

# Exhibit A

## **Maintenance, Repair and Operation Supplies (MRO) Awarded by City of Tucson, AZ (Contract #090188)**

Awarded to Grainger, Inc. and available to public agencies nationwide via National Intergovernmental Purchasing Alliance



This is a competitively solicited contract that offers a catalog wide agreement. Over 850 most frequently ordered MRO items are offered at substantially reduced prices. In addition, the contract offers an option for a customizable core list of MRO items or product categories so that National IPA participating public agencies may create an offering that is unique to their agency, facility or institution.

- A. Term: Initial one year agreement from January 1, 2010 through December 31, 2010 with option to renew for four (4) additional one-year periods.
- B. Pricing: Consists of deep, discounted core lists supplemented with specific manufacturer discounts and general discounts for product catalog categories.
  - 1. 850 Item Core List comprised of:
    - a. 600 Basic Core List.
    - b. 100 Sustainability (Green) Core List.
    - c. 150 Emergency Preparedness and Response Core List.
  - 2. Customized Core List (minimum of 100 items): Customizable for each participating agency to meet specific agency product needs.
  - 3. Customer Specific Pricing (CSP) - Additional competitive discounts and pricing for high volume and/or repetitive product purchases.
  - 4. General Catalog and Product Category Discounts comprised of:
    - a. Motors – 28%
    - b. Air Filters – 45%
    - c. Cleaning Supplies - 18%
    - d. Tools Program - 35% - 60%
    - e. Lamps and Ballasts Program - Up to 81.5%
    - f. Lamp Recycling Kits – 25%
    - g. Private Line Products: Details in Tab 1 – Page 29 and at [www.grainger.com/exclusivebrands](http://www.grainger.com/exclusivebrands). Products offered yield a minimum of an additional 10% savings when compared to equivalent branded products.
    - h. General Catalog – 10%
  - 5. Freight:
    - a. FOB Destination for standard ground shipments. Excludes Alaska, Hawaii, export orders and Sourced Products.
    - b. Excludes costs for expedited delivery, carrier or special handling by carrier.
- C. Payment: Payment is accepted for Visa, Mastercard and American Express via phone, fax, email, counter will call and [www.grainger.com](http://www.grainger.com).

- D. Ordering: Details in Tab 1 – Pages 32-34.
1. [www.grainger.com/cityoftucson](http://www.grainger.com/cityoftucson) or [www.grainger.com/nationalipa](http://www.grainger.com/nationalipa) – Website provides contract pricing, product comparison and availability, green products, MSDS, etc.
  2. Phone, fax, mail and counter calls at local branch.
  3. EDI.
  4. eProcurement.
  5. Emergency Orders (After Regular Business Hours) – If unable to reach your local branch representative, dial 1-800-CALL-WWG for assistance. Support staff will assist in contacting your representative to take care of your needs. Customary emergency fee of \$50 is waived.
- E. eCommerce: Details in Tab 2 – Pages 70-72 and Pages 88-89.
1. Software punchout connections to inventory software systems.
  2. Direct connections to Enterprise Resource Planning (ERP) systems.
- F. Inventory Solutions: Details in Exhibit S.
1. Inventory Scan
  2. KeepStock
  3. On-Site Specialist
  4. Inventory Track
  5. Enhancement and Spot Buy
  6. First Aid Replenishment
- G. Emergency Preparedness: Details in Tab 2 – Pages 52-55. Products listed in Tab 2 - Pages 65-67.
- H. Green/Sustainability: Details in Tab 1 – Pages 27-28 and Details in Tab 2 – Page 74. Products are identifiable in the General Catalog and online by a unique certification symbol. The online Green Resource Center guides customers to products.
- I. Training and Education: No cost programs. Details in Tab 2 - Page 77-78.
1. Environmentally Responsible Value-Added Education – Details in Exhibit N.
  2. Occupational Health and Safety Value-Added Education –Details in Exhibit R
  3. On The Job Free Webinar Series –Details in Exhibit U
- J. Sourcing: Details in Exhibit D and E - Grainger's Sourcing Terms and Conditions. Access to over five million non-catalog products. Pricing is at current market rate.
- K. Audits:
1. Environmentally Responsible Value-Added Audits – Details in Exhibit Q
  2. Lighting and Energy: Details in Tab 2 – Page 76.
- L. Customizable Small Business Program: Details in Tab 2 – Pages 73-74.
- M. Repair Services: Details in Tab 2 – Page 72.  
DeWalt Tool: Details in Tab 2 – Page 72. Program offers broken tool pickup service, defective tool inspections and safety training. Sample tools and/or accessories for a trial period.
- N. Safety Services: Details in Tab 2 – Pages 89-90.
- O. Prescription Safety Eyewear Program: Details in Tab 2 – Page 92. Non-fee based program outsourced to AO Safety.
- P. Consulting Services: Details in Exhibit T.

- Q. Custom Air Filters - Details in Tab 2 – Page 70.
- R. Labels and Signs - Details in Tab 2 – Page 91.
- S. Recycling of Lamps: Details in Tab 2 – Page 75 and Page 88.
- T. Grainger Contract Web Landing Page: Visit landing page [www.grainger.com/cityoftucson](http://www.grainger.com/cityoftucson) or [www.grainger.com/nationalipa](http://www.grainger.com/nationalipa) which provide key contract information including agency registration to view contract pricing.

**GRAINGER INDUSTRIAL SUPPLY,  
a division of W.W. Grainger, Inc.**

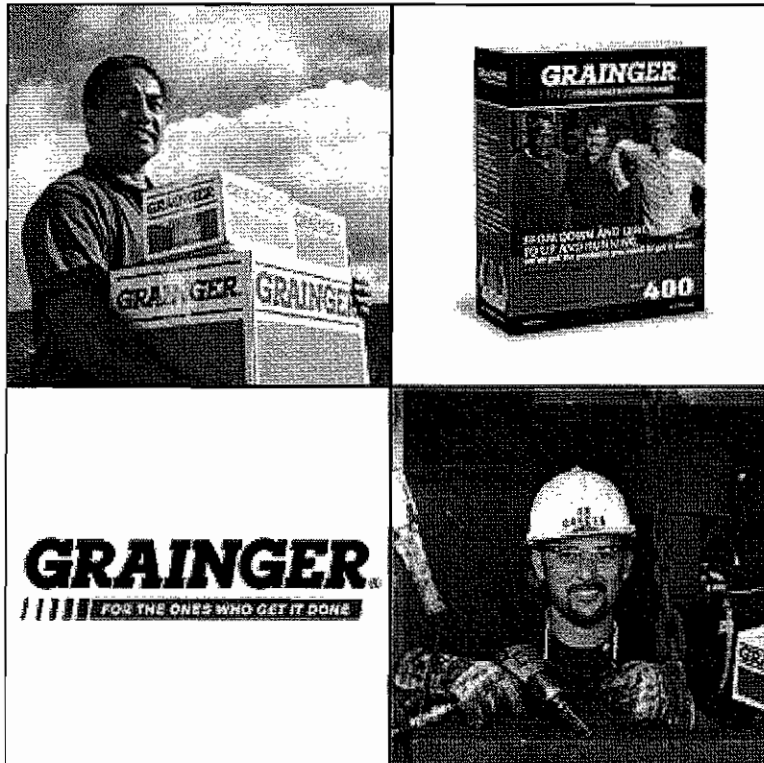
**MRO Supplies Proposal**

REQUEST FOR PROPOSAL NO.090188

for

**CITY OF TUCSON**

**August 25, 2009**





August 25, 2009

City of Tucson  
Department of Procurement  
255 W. Alameda, 6<sup>TH</sup> Floor  
Tucson, AZ 85701

Attn: Lloyd Windle

Re: Maintenance, Repair and Operating ("MRO") Supplies Request for Proposal Number 090188

Dear Lloyd Windle:

Grainger Industrial Supply, a division of W.W. Grainger, Inc. ("Grainger"), is pleased to respond to this Request for Proposal Number 090188 ("RFP") for MRO supplies. The Grainger proposal provides (i) a robust core list savings program which includes a sustainability component, (ii) an eCommerce incentive, (iii) a proven small business platform, and Grainger's expertise with launching and managing national contracts.

Grainger has served the City of Tucson's MRO needs for over 40 years with our first recorded sale in January of 1968. We believe the enclosed offer greatly expands and enhances this longstanding relationship and creates an exciting new strategic business relationship with the National Intergovernmental Purchasing Alliance Company (the "National IPA"). The City of Tucson and National IPA have a proven successful track record. Grainger believes the addition of Grainger to this relationship will form a powerful triad that will provide benefits for everyone involved including the Participating Public Agencies.

Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10<sup>th</sup> location to be operational by mid-2011. This distribution network represents more than \$1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

The City of Tucson and National IPA can rely on Grainger's ability to provide consistent and effective customer service. For example, Grainger provided a 96.76% accuracy rating on the 1,137 Grainger transactions that took place in 2008 with the City of Tucson and that trend continues through 2009. Grainger's ultimate goal is that every order is 100% accurate. At Grainger we strive towards excellence with continuous process improvement efforts inherent within our company.

To Grainger, the word service means more than providing great products. It means understanding our customers' daily business challenges and working together to develop relevant, value driven solutions that drive out cost. These solutions include, but are not limited to, small business programs, sustainability initiatives, eCommerce goals, improving productivity and streamlining processes. This is a small representation of the solutions we provide every day.

Grainger also understands that our customers need to improve their efficiencies and drive down overall costs while also achieving sustainability goals. With this in mind, Grainger has completed an in-depth analysis of those products that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. . The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3<sup>rd</sup> party certified "green" products. This creates a comprehensive core list consisting of 700 of the most frequently purchased items. The overall goal of this unique combined core list is to provide the

City of Tucson and National IPA the most significant savings on the items they purchase the most.

Further, Grainger will collaborate with National IPA to develop a robust and comprehensive marketing plan aimed at achieving mutually agreed upon objectives and goals.

We look forward to working with the City of Tucson for another 40 years with the benefit of this enhanced relationship with National IPA. This relationship will provide cost effective solutions, environmentally sustainable quality products and value added services through Grainger's nationwide distribution network and dedicated employees.

Please feel free to contact me with any questions or concerns at (520) 205-2023.

Sincerely,



Denise Childress  
Government Account Manager  
Phone: 520.205.2023  
[denise.childress@grainger.com](mailto:denise.childress@grainger.com)

#### List of Exhibits

| Exhibit | Exhibit Name                                                                           |
|---------|----------------------------------------------------------------------------------------|
| A       | Implementation Planning Agenda                                                         |
| B       | Draft Implementation Presentation                                                      |
| C       | National Government Sales Organizational Chart                                         |
| D       | Grainger Parts and Sourcing                                                            |
| E       | Sourcing Terms and Conditions                                                          |
| F       | Sample Invoice                                                                         |
| G       | Customer Focused Report Card                                                           |
| H       | NIPA Sales Reporting Draft                                                             |
| I       | Grainger Dun and Bradstreet Report                                                     |
| J       | Scottsdale Schools Letter of Reference                                                 |
| K       | Maricopa County Letter of Reference                                                    |
| L       | City of Phoenix Letter of Reference                                                    |
| M       | 2008 TFM Reader's Choice Award                                                         |
| N       | Grainger Green Services Smart Sheet                                                    |
| O       | Grainger 2009-2010 Green Products Catalog                                              |
| P       | Distributor Alliance and Supplier Diversity                                            |
| Q       | Facility LEEDS Audits                                                                  |
| R       | Safety Training and Seminars<br>(Occupational Health and Safety Value-Added Education) |
| S       | Grainger Inventory Solutions                                                           |
| T       | Grainger Consulting Services                                                           |
| U       | Grainger "On The Job" 2009 Schedule                                                    |
| V       | Grainger's City of Tucson Business License                                             |

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## **Tab One**

**Evaluation Criteria**  
**(including completed Price Page)**



## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

##### 1. Distribution Network

- a. Describe how your firm proposes to distribute the products/services nationwide.

Grainger's standard operations consist of methods to make inventory available to customers on a just-in-time basis. Through Grainger's logistic network, we carry nearly \$1 billion in inventory. Each of our 425+ domestic branches carries on average \$1 million in inventory within 21,000 square feet and is managed by an average of 12 employees processing 125 transactions per day. Each branch tailors its inventory to local customer preferences and actual product demand. Products are available for immediate pick-up, same-day shipment, or delivery.

##### National Presence

In March 2004, Grainger completed the project of reconfiguring its distribution network. The new network is comprised of nine distribution centers (DCs) – five new and four redesigned facilities – which handle most of the customer shipping and also replenish branch inventories. The new facilities average more than 300,000 square feet in size and stock 50,000 of Grainger's fastest selling items. The DCs, using automated equipment and processes, ship orders, including Internet orders, directly to customers for all branches located in their service areas. The DC located in Chicago is also a national distribution center providing customers and the entire network with slower moving inventory items.

A 10<sup>th</sup> distribution center is scheduled to be up and running in Patterson, California, by mid-2011.

Distribution centers are located in Los Angeles, Dallas, Chicago, Kansas City, Memphis, Jacksonville, Cleveland, Greenville and New Jersey.



- b. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Grainger's transportation network uses outsourced commercial transportation channels, which operate in a timely and cost effective manner. Selection of transportation companies for long-term commitments is based on the competitive costs and consistent quality of service to ensure the reduction of overall cost and ability to meet our customers' requirements.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. For further information regarding Grainger's software punchout capabilities, please see Tab Two, Section C(1)(b). Additionally, through the use of commercial carriers such as UPS, the City and Participating Public Agencies receive most shipments the following business day.

Additionally, Grainger utilizes local delivery sources, such as messenger services or common carriers, which can guarantee emergency deliveries. For non-stock items, Grainger works with other branches, manufacturers directly or its supplier/distributors to expedite products to meet the customer's product and delivery needs. Please note: Freight charges for premium freight deliveries are the responsibility of the customer, unless the premium freight situation is the result of an error on the part of Grainger.

- c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.

Grainger's Vision is "To be the world leader in offering solutions that help businesses and institutions save time and money as they maintain, repair, and operate their facilities." Grainger works toward achieving this vision thru an infrastructure that includes:

Grainger's logistic network of 425+ branches, located in all 50 states, and supported by nine (9) distribution centers, represents more than \$1 billion in inventory. Each of our 425+ domestic branches carries on average \$1 million in inventory within 21,000 square feet and is managed by an average of 12 employees processing 125 transactions per day. Each branch tailors its inventory to local customer preferences and actual product demand. Products are available for immediate pick-up, same-day shipment, or delivery.

A 10<sup>th</sup> distribution center is scheduled to be up and running in Patterson, California, by mid-2011.

- d. Describe your delivery commitment. What are your standard delivery days? What is the order cutoff time for next day delivery? Identify and describe any exceptions.

Grainger ships in-stock orders received by 4:00 pm local time on the day the order is received. This includes orders which are placed through software punchout and Grainger.com. For further information regarding Grainger's software punchout capabilities, please see Tab Two, Section C(1)(b). Additionally, through the use of commercial carriers such as UPS, the City and Participating Public Agencies receive most shipments the following business day.



## 2. Marketing

- a. Provide a detailed ninety-day plan describing the strategy to immediately implement the Master Agreement as your company's primary "go to" market strategy for the public sector market to your teams nationwide, to include, but not limited to:

Grainger has a proven track record for successfully implementing 300+ formal implementations that meet the needs of both our customers and our contract partners. Immediately upon award, Grainger will meet with the City of Tucson/NIPA to build on the 30-60-90 day plan that will meet the objectives of all parties involved. Please see **Exhibits A and B**, (located on Grainger's CD marked "PROPRIETARY AND CONFIDENTIAL"), for a **Draft Implementation Planning Agenda** and a **Draft Implementation Presentation**, created with the City of Tucson and the National IPA in mind. These plans include both potential milestones and a timeline.

While Grainger's primary go-to market strategy is the utilization of various contracts, we believe that the unique offering that this contract provides will meet or exceed the needs of our City, County, and Education customers. This offering was created with their specific needs and buying patterns in mind. The benefits of this contract will be marketed to these customers and presented as an option to any other qualified Participating Public Agency that will benefit from this contract.

1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

E-mail, voice mail and Intranet messages with Grainger Executive endorsements will be sent to the entire Grainger sales and customer service organizations. This message will endorse the Master Agreement as an option for Participating Public Agencies. It will also highlight the importance of communicating the Master Agreement and highlighting the value this contract brings to our mutual customers.

2. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.

### Weeks 1-12

**Phase 1:** Grainger will work with National IPA team to mutually draft and develop training materials.

**Phase 2:** Grainger will produce online training materials to prepare for a nationwide, regional Web-Ex training program. The training objective is to provide a complete overview of the Master Agreement, and how Grainger employees can help drive great service, solutions and contract compliance.

**Phase 3:** Training will be rolled out regionally, with endorsement from Grainger executive leadership, to all customer-facing employees and phone associates. Our eCommerce customer service representatives will also go through the training to ensure consistency of experience.

**Phase 4:** All training will be tracked to ensure that all national sales employees have successfully completed the training and have a full understanding of how to bring the Master Agreement elements to market for our mutual customers.



- b. Provide a detailed ninety-day plan describing the strategy to market the Master Agreement to current National IPA Participating Public Agencies, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:

Please see Section 2(a) and **Exhibits A and B (Draft Implementation Planning Agenda and Draft Implementation Plan, respectively).**

1. Creation and distribution of a co-branded press release to trade publications within first 10 days.  
Grainger will work with National IPA to develop and distribute a co-branded press release within the first 10 days after a contract award. Grainger has a distribution list for trade publications that can compliment the National IPA distribution list recommendation.
2. Announcement, contract details and contact information published on the company website within first 30 days.

**National IPA and Grainger.com**

Grainger will maintain a landing page dedicated to serving the City of Tucson, Participating Public Agencies and National IPA under the National IPA contract. This dedicated landing page is aimed at encouraging and facilitating high usage of the National IPA contract and includes, but is not limited to, the following features:

- Products
  - Contract prices
  - Technical specifications
  - Quoting capability
  - 24/7 online ordering, shipment, tracking and payment
  - Facilitation of the Membership participation process
  - No minimum order limits
3. Design, publication and distribution of co-branded marketing collateral within first 90 days.  
Grainger will collaborate with the City of Tucson/National IPA to develop a Go-To-Market plan that will include multiple channels, such as collateral materials, e-mail communications, participation in the NIGP Annual Forum and Web content to ensure high awareness and usage of the Agreement by the City of Tucson and Participating Public Agency end users.



4. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows conferences and meetings throughout the term of the agreement.

- (a) For the NIGP Annual Forum, an area is reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you shall commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum as directed by National IPA.

Grainger will assist the National IPA in the overall promotion of the NIGP Annual Forum by providing reasonable assistance to the overall promotion and marketing effort as mutually agreed to by the parties. Grainger will exhibit and staff a booth at the NIGP Annual Forum.

Additionally, Grainger will work with National IPA to participate in additional trade shows that are mutually beneficial.

5. Design and publication of national and regional advertising in trade publications throughout the term of the agreement.

A joint advertising plan will be developed and implemented upon contract award, including, but not limited to, the design and publication of national and regional advertising in trade publications as mutually agreed to by the parties.

6. Ongoing marketing and promotion of the agreement throughout the term of the agreement (case studies, collateral pieces, presentations, etc.).

Grainger will participate in the ongoing marketing and promotion of the agreement throughout the term. Such participation may consist of case studies, collateral pieces and presentations.

- c. Describe how the Master Agreement will be marketed to your existing government agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.

The City of Tucson and Participating Public Agencies may be eligible for multiple Government agreements that Grainger holds with other cooperatives and government entities. Determination of which eligible agreement is utilized is solely the decision of the Participating Public Agency. In any event, Participating Public Agencies may not participate in more than one Grainger agreement at any given time.

### Marketing

Grainger's State and Local Government marketing team is dedicated to promoting Grainger's value and capabilities to the Participating Public Agencies.



The Grainger marketing team will work closely with the City of Tucson and National IPA to develop a strategic national marketing plan focused on promoting the value both organizations bring to our mutual Government customers.

Some of the tactical elements that may be included, post award, within the joint marketing plan, are listed below.

#### **Direct Marketing**

The City of Tucson Master Agreement and related benefits may be promoted to all current and potential Participating Public Agencies through Grainger's direct mail program. This program has been successfully utilized in the past to communicate contract benefits to Grainger customers. Together, we can build upon this success and drive contract awareness deeper into our respective customer bases. In addition, this communication program may be extended to include other topics of interest. Communications may include specific products, services, and solutions of interest to our target audience.

#### **Web-Based Marketing**

Grainger's world class Web site, [www.grainger.com](http://www.grainger.com), is a proven, effective and efficient marketing tool.

Grainger will maintain a landing page dedicated to serving the City of Tucson, Participating Public Agencies and National IPA under the National IPA contract. This dedicated landing page is aimed at encouraging and facilitating high usage of the National IPA contract and includes, but is not limited to, the following features:

- Products
- Contract prices
- Technical specifications
- Quoting capability
- 24/7 online ordering, shipment, tracking and payment
- Facilitation of the Membership participation process
- No minimum order limits

#### **E-mail Marketing**

Grainger's e-mail marketing has demonstrated significant success in alerting our customers instantly of contract updates, new product alerts, and other information of interest. This method of communication allows our customers to make more informed buying decisions quicker.

Grainger also develops and distributes electronic newsletters. These newsletters contain articles and other information of interest to customers. A National IPA -specific electronic newsletter will be developed to further promote the value of both organizations.

#### **Trade Shows**

Grainger participates in many national, regional and local trade shows and similar events throughout the year supporting targeted organizations. Examples of these events include the National Institute of Governmental Purchasing, National Association of State Procurement

**Tab One  
Evaluation Criteria**



Officials, National Association of State Chief Administrators, National Association of State Facility Administrators, National Association of Education Buyers, National Association of College and University Business Officials, and Association of Higher Education Facilities Officers.

National and regional/local National IPA events, including NIPA's participation in the NIGP Annual Forum, will become part of the larger joint strategic plan.

Over the last seven years, Grainger's dedicated government marketing team invested a significant amount of the marketing budget to support the cost of these efforts.

**Grainger's Government Marketing Team:**

|                  |                                                  |
|------------------|--------------------------------------------------|
| Don Scheibenreif | VP, Government/Healthcare Business Team          |
| Meeta Kratz      | Director, Government/Healthcare Segment Strategy |
| Ray Douglas      | Government Marketing Strategy Manager            |
| Melissa Bonney   | Government Segment Strategy Manager              |
| Jackie Yessa     | Government Segment Strategy Manager              |
| Patti Julius     | Government Healthcare Marketing Strategy Manager |
| Owen Ford        | Government Healthcare Segment Strategy Manager   |

- d. Please acknowledge that successfully awarded contractor agrees to provide their company/corporate logo(s) to National IPA and agree to provide permission for reproduction of such logo in marketing communications and promotions.

Upon contract award, Grainger may provide National IPA with Grainger's corporate logo along with Grainger's use requirements.

- e. Please provide contact information for the person(s), who will be responsible for:

**1. Marketing**

**Raymond Douglas**  
Government Marketing Strategy Manager  
Phone: 847.535.4588

**2. Sales**

**Tucson, Arizona and Government West Team**

**Andrew Guzzon**  
Regional Sales Vice President  
Phone: 760.761.4665  
[andrew.guzzon@grainger.com](mailto:andrew.guzzon@grainger.com)



**Mario Marin**

Director, Western Region  
Phone: 415.864.4700  
[mario.marin@graininger.com](mailto:mario.marin@graininger.com)

**Alex Rodriguez**

Government Sales Manager  
Phone: 520.275.0519  
[alex.rodriguez@graininger.com](mailto:alex.rodriguez@graininger.com)

**Denise Childress**

Government Account Manager  
Phone: 520.205.2023  
[denise.childress@graininger.com](mailto:denise.childress@graininger.com)

**Rick Beaver**

Government District Sales Manager  
Phone: 480.736.3553  
[rick.beaver@graininger.com](mailto:rick.beaver@graininger.com)

**J.D Stewart**

Government Regional Program Manager (Safety)  
Phone: 510.638.1100  
[jessie.stewart@graininger.com](mailto:jessie.stewart@graininger.com)

**Rebecca Hertzog**

Government Regional Program Manager (Janitorial)  
Phone: 253.722.4891  
[rebecca.hertzog@graininger.com](mailto:rebecca.hertzog@graininger.com)

**National Government Sales Leadership**

**Vice President, Government Sales**

**Robert Laughlin**

Has spent his entire career at Grainger:

- Vice President Government Sales – April 2009 - Present
- Regional Sales Vice President – Central in 2007-April 2009
- Director of Government Sales – West (2005-2006)
- District Sales Manager (2001-2004)
- Branch Manager (1998-2001)
- Field Sales (1995-1998)
- Began career in Branch Operations in 1989



**Regional Sales Vice Presidents  
(RSVP)**

**Gerald Frank**

Regional Sales Vice President  
Central Region Government Sales

23 years experience with Grainger

- 11 years as an RSVP
- Combined Operations and Sales leadership experience
- The last 5 years leading a Government Region both West and Central
- Part of the leadership team that led the last WSCA bid.

**Mark Hanna**

Regional Sales Vice President  
Northeast Region Government Sales

16 years experience with Grainger

- Government Sales
- Branch Services
- Distribution Operations
- Information Services and Marketing
- Extensive government experience in Federal Contracting (GSA, DLA, DOD)

**Ben Nichols**

Regional Sales Vice President  
Southeast Region Government Sales

13 years experience with Grainger

- Regional Sales Vice President (2007 – present)
- Director of Sales (2006 – 2007)
- District Sales Manager (2005 – 2006)
- Government Sales Manager (2000 – 2004)
- Corporate Sales Manager (1999 – 2000)
- Account Manager (1996 – 1999)



**Andrew Guzzon**  
Regional Sales Vice President  
Western Region Government Sales

21 years experience with Grainger

- Regional Sales Vice President (2009 – present)
- Director of Sales (2007 – 2009)
- District Sales Manager (2000 – 2006)
- National Account Manager (1997 – 2000)
- Branch Manager (1988 – 1996)

#### **Directors**

**Jeff Collier**  
Director – Government Sales  
Central Region

14 years experience with Grainger

- 8 years dedicated to Government and Higher Education Segment

**Andrew Darpino**  
Director - Government Sales  
Northeast Region

13 years with Grainger - Combined Operations and Sales Experience

- 5 Years dedicated to Government and Higher Education Segment
- Successful negotiation and management of MRO Contracts with Higher Education and Government Customers in the Northeast and Middle Atlantic States

**Mario Marin**  
Director - Government Sales  
Western Region

4 years experience with Grainger

- Leads a team of Government Sales Managers
- Responsible for a \$100 million territory that includes the Western United States
- Previously Senior Government Sales Manager



- Part of team that negotiated the State of California's strategic sourcing agreement for MRO supplies, which included the first ever Distributor Alliance program that will provide Small Businesses and Disabled Veteran Owned Businesses an opportunity to compete for State work.

**Mark Snead**

Director - Government Sales  
Southeast Region

5 years experience with Grainger

- 5 years experience with Grainger in Sales Management
- Worked closely with higher education institutions in the US to implement comprehensive MRO contracts

**Tony Van Lennep**

Director of Sales – Government  
Federal Civilian, Healthcare and Homeland Security

10 years experience with Grainger

- Director Government Sales Operations
  - Member of Grainger's Federal Compliance Team
  - Member of Grainger's National Emergency Response Team
- Director Program Launch - Development and Implementation of Corporate Programs
- National Government Sales Manager - Management of Grainger's contracts with the United States Postal Service
- Business Development Manager, Grainger Repair Parts Division
- Sales Manager, Grainger Repair Parts Division
- National Account Manager, Grainger Repair Parts Division

**David Joyce**

Director - Inside Sales

17 years experience with Grainger

- Director of Inside Sales team - February 2007
- District Sales Manager - 2004
- Senior Government Sales Manager - 2001
- National Account Manager - 1996



- Local Account Manager – 1991
- Successfully negotiated state and local contracts with the State of NY, City of NY and the Port Authority of NY/NJ

3. Sales Support

In addition to Grainger branch employees and local Account Managers, the following Sales Specialists are available to provide assistance. These individuals will receive extensive training on the contract and be a resource for both our customers and internal partners.

**Grainger Tucson, Arizona Branch**

Linda Colvin, Sales Specialist

3415 S. Dodge Boulevard  
Tucson, AZ 85713-5434  
Phone: 520.745.8200

**Grainger Phoenix, Arizona Branch**

Sales Specialists

Lisa Lescallett  
lisa.lescallett@grainger.com

Teri Armentrout  
teri.armentrout@grainger.com

4465 E. Broadway Rd.  
Phoenix, AZ 85040-8892  
Phone: 480.966.9797

**National Network**

Local Account Managers, Account Relationship Managers

Branch Managers and Sales Specialists (425+ branch locations, located in all 50 states)



4. Financial Reporting

**Alex Rodriguez**  
Government Sales Manager  
4465 E. Broadway Road  
Phoenix, AZ 85040-8892  
Mobile: 520.275.0519  
[alex.rodriguez@grainger.com](mailto:alex.rodriguez@grainger.com)

5. Contracts

**Alex Rodriguez**  
Government Sales Manager  
4465 E. Broadway Road  
Phoenix, AZ 85040-8892  
Mobile: 520.275.0519  
[alex.rodriguez@grainger.com](mailto:alex.rodriguez@grainger.com)

- f. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**National Sales Force**

Grainger has a dedicated focus for all of its Government, Commercial and Institutional customers. These internal cross-functional teams support our customers around the country.

In addition to the 2,500+ Government, Commercial and Institutional local account managers employed by Grainger, we maintain a support staff dedicated to Government Accounts. These Commercial and Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States.

All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be available for assistance. If a situation arises outside of normal business hours, the City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary \$50 emergency fee for City of Tucson and Participating Public Agencies.**

Please see **Exhibit C** for Grainger's **National Government Sales Organization Chart**.



**Highest Level Executive – Sales Team**

**Rob Laughlin**  
Vice President, Government Sales  
100 Grainger Parkway  
Lake Forest, Illinois 60045

Office: 847.535.1024  
Mobile: 303.903.1699  
[robert.laughlin@grainger.com](mailto:robert.laughlin@grainger.com)

- g. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

In addition to the implementation draft outlined in section 2(a) and **Exhibits A and B (Draft Implementation Planning Agenda and Draft Implementation Plan, respectively)**, Grainger will conduct regularly scheduled meetings with both National IPA and our employees to ensure open communication.

Grainger will participate in quarterly business reviews with the City of Tucson and National IPA to review reports and align objectives.

- h. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

Grainger will collaborate with the City of Tucson and National IPA to develop a robust and comprehensive marketing communication plan, including objectives and target goals. The marketing communication plan will include multiple channels, such as collateral materials, e-mail communications, participation in trade shows and Web content to ensure high awareness and usage of the Agreement by Participating Public Agencies

**3. Sales**

- a. Explain how your company will market and transition the Master Agreement into the **primary “go to” market strategy** to local and state government.

Participating Public Agencies are often eligible for multiple Government agreements that Grainger holds with other cooperatives and government entities. Determination of which eligible agreement is utilized is solely the decision of the Participating Public Agency.

In the case of cities, counties and primary education customers, Grainger will highlight the advantages of the Master Agreement.



- b. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**2008 Government Sales**

Grainger's sales to its Government customer base represented 17% of Grainger's 2008 sales of \$6.9 billion.

**Top 10 Public Agency Customers**

Due to the individual confidentiality agreements that we have with our customers, we do not supply this information to any other parties. This same confidentiality will, of course, be extended to the City of Tucson, the National IPA and all Participating Public Agencies.

- c. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the cumulative amount of purchases that your company will guarantee to transition each year to the National IPA contract for the initial three years of the agreement.

\$ \_\_\_\_\_ .00 will be transitioned in year one.  
\$ \_\_\_\_\_ .00 will be transitioned in year two.  
\$ \_\_\_\_\_ .00 will be transitioned in year three.

This RFP response has been specifically tailored to the City of Tucson and National IPA Participating Public Agencies with a focus on cities, counties and education customers. Upon a contract award, the Master Agreement will be offered as an option to National IPA's Participating Public Agencies, including target cities, counties and education customers. Further, Grainger will work with the National IPA in marketing the contract with a goal of trending growth.

- d. Explain how your firm will educate its national sales force about the contract.

Grainger has a team of Implementation Specialists to assist in facilitating new and existing contract implementations. Our Government Sales Managers from each region will be responsible for ensuring an effective level of knowledge and understanding of the Master Agreement. These individuals will be trained on the contract details, benefits, and key initiatives of the Master Agreement. The training and education of our sales force will be conducted with participation and support from the National IPA. The training will include the following:

- Webex training and question and answer sessions conducted jointly with the National IPA
- Joint marketing material to facilitate this contract
- The assignment of a National Implementation Manager who will oversee the tracking, training and overall implementation of this contract



#### 4. Product

- a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of sub categories
3. Identification and description of manufacturers within each sub category

Grainger's signature strength in the MRO industry is our strong and comprehensive line of quality and name brand MRO suppliers and manufacturers. For each major category below, we have identified Grainger's major General Catalog manufacturers and suppliers, whose products and parts will be easily accessible to all qualified Participating Public Agencies that chose to utilize this Master Agreement.

Product categories are available online at:

[Grainger Product Categories](#)

- a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

- |              |             |
|--------------|-------------|
| ➤ A.O. Smith | ➤ Ideal     |
| ➤ Ametek     | ➤ Lovejoy   |
| ➤ Boston     | ➤ US Motors |
| ➤ Browning   | ➤ Vibco     |
| ➤ Dayton     | ➤ WEG       |
| ➤ GE         | ➤ Winsmith  |

- b. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.

- |                 |                  |
|-----------------|------------------|
| ➤ 3M            | ➤ Ideal          |
| ➤ Brady         | ➤ Intermatic     |
| ➤ Bussmann      | ➤ Panduit        |
| ➤ Cooper        | ➤ Siemens        |
| ➤ Dayton        | ➤ Square D       |
| ➤ Eaton         | ➤ Telemecanique  |
| ➤ GE            | ➤ Thomas & Betts |
| ➤ General Cable | ➤ Tripp Lite     |
| ➤ Hubbell       | ➤ Wiremold       |



**c. Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

- |                     |               |
|---------------------|---------------|
| ➤ Advance           | ➤ LumaPro     |
| ➤ Cooper Lighting   | ➤ Mag-Lite    |
| ➤ Fluke             | ➤ Pelican     |
| ➤ Fostoria          | ➤ Rayovac     |
| ➤ GE                | ➤ Streamlight |
| ➤ Lithonia Lighting | ➤ Westward    |

**d. Tools** – Hand, power, outdoor and automotive tools and tool storage.

- |                     |                    |
|---------------------|--------------------|
| ➤ Ames True         | ➤ Husgvarna        |
| ➤ Baldwin           | ➤ Irwin            |
| ➤ Blackhawk         | ➤ KD Tools         |
| ➤ Bosch             | ➤ Klein Tools      |
| ➤ Briggs & Stratton | ➤ Lenox            |
| ➤ Centurion         | ➤ Makita           |
| ➤ Cooper Tools      | ➤ MK Diamond       |
| ➤ Dewalt            | ➤ Morse            |
| ➤ Exxon Mobil       | ➤ Oldham           |
| ➤ Milwaukee         | ➤ Porter Cable     |
| ➤ Ingersoll Rand    | ➤ Ridgid           |
| ➤ Black and Decker  | ➤ SPX OTC          |
| ➤ Dayton            | ➤ Skil             |
| ➤ Delta             | ➤ Stanley Proto    |
| ➤ Drill Doctor      | ➤ Vermont American |
| ➤ Generac           | ➤ Westward         |
| ➤ Grote             | ➤ Wilton           |
| ➤ Hitachi           | ➤ Westward         |

**e. Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.

- |            |            |
|------------|------------|
| ➤ Amprobe  | ➤ Ideal    |
| ➤ Extech   | ➤ Mitutoyo |
| ➤ Fluke    | ➤ Raytek   |
| ➤ General  | ➤ Simpson  |
| ➤ Greenlee | ➤ Starrett |



**f. Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.

- |                  |                    |
|------------------|--------------------|
| ➤ Enerpac        | ➤ Reelcraft        |
| ➤ Fuji           | ➤ Speedaire        |
| ➤ Hankison       | ➤ Stanley Bostitch |
| ➤ Hitachi        | ➤ Westward         |
| ➤ Ingersoll-Rand | ➤ Wilkerson        |
| ➤ Parker         |                    |

**g. Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

- |                |               |
|----------------|---------------|
| ➤ Albion       | ➤ Load Hugger |
| ➤ Ashland      | ➤ Magline     |
| ➤ CM           | ➤ Mason       |
| ➤ Coffing      | ➤ Rubbermaid  |
| ➤ Cotterman    | ➤ Tuff-Edge   |
| ➤ Dayton       | ➤ Vestil      |
| ➤ JLG          | ➤ Wagner      |
| ➤ Lift-Rite    | ➤ Werner      |
| ➤ Little Giant | ➤ Wesco       |

**h. Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

- |                |               |
|----------------|---------------|
| ➤ Albion       | ➤ Load Hugger |
| ➤ Ashland      | ➤ Magline     |
| ➤ CM           | ➤ Mason       |
| ➤ Coffing      | ➤ Rubbermaid  |
| ➤ Cotterman    | ➤ Tuff-Edge   |
| ➤ Dayton       | ➤ Vestil      |
| ➤ JLG          | ➤ Wagner      |
| ➤ Lift-Rite    | ➤ Werner      |
| ➤ Little Giant | ➤ Wesco       |

**i. Welding** – Welding equipment and supplies.

- |               |                |
|---------------|----------------|
| ➤ CRC         | ➤ Kurt Parlec  |
| ➤ Everede     | ➤ Miller       |
| ➤ Exxon Mobil | ➤ Morse        |
| ➤ Greenfield  | ➤ Niagracutter |
| ➤ Guhring     | ➤ Norton       |
| ➤ KEO         | ➤ OSG          |

**Tab One  
Evaluation Criteria**



- Victor
- Weiler

- Westward

**j. Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

- |              |            |
|--------------|------------|
| ➤ 3M         | ➤ Red Head |
| ➤ DAP        | ➤ Loctite  |
| ➤ GE         | ➤ Marson   |
| ➤ Handi-Chek | ➤ Spax     |
| ➤ Holo-Krome | ➤ Toggler  |
| ➤ ITW        | ➤ Wej-it   |
| ➤ Ramset     |            |

**k. Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.

- |                    |                |
|--------------------|----------------|
| ➤ 3M               | ➤ Oreck        |
| ➤ Dayton           | ➤ Ramsey       |
| ➤ Georgia-Pacific  | ➤ Rubbermaid   |
| ➤ GOJO             | ➤ Rust-Oleum   |
| ➤ Johnson Diversey | ➤ Simple Green |
| ➤ Minuteman        | ➤ Tough Guy    |
|                    | ➤ Zep          |

**l. Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.

- |              |                |
|--------------|----------------|
| ➤ 3M         | ➤ Master Lock  |
| ➤ Aearo      | ➤ Miller       |
| ➤ Alarm Lock | ➤ MSA          |
| ➤ Ansell     | ➤ North        |
| ➤ Best       | ➤ Schlage      |
| ➤ Bradley    | ➤ Sperian      |
| ➤ Brady      | ➤ Stardust     |
| ➤ Buckeye    | ➤ Uvex         |
| ➤ Condor     | ➤ Wells Lamont |
| ➤ DBI/Sala   |                |

**m. Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.

- |          |                   |
|----------|-------------------|
| ➤ 3M     | ➤ Georgia-Pacific |
| ➤ Dayton | ➤ GOJO            |

**Tab One  
Evaluation Criteria**



- Johnson  
Diversey
- Minuteman
- Oreck
- Ramsey

- Rubbermaid
- Rust-Oleum
- Simple Green
- Tough Guy
- Zep

**n. HVAC Supplies – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.**

- Air Handler
- Broan
- Dayton
- Fostoria
- Friedrich
- Frigidaire
- GE
- Haier
- Honeywell

- Johnson  
Controls
- MovinCool
- Nu-Calgon
- Parker
- Port-A-Cool
- Trion, Inc.
- White  
Rodgers
- Yellow Jacket

**o. Pumps and Plumbing – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.**

- Bell &  
Gossett
- Chicago  
Faucets
- Dayton
- Elkay
- IR ARO
- Little Giant
- Rheem Ruud
- Sloan
- Watts  
Regulator
- Zoeller



**p. Other Categories**

**Grainger Parts and Sourcing (Special Order Desk)** – Grainger’s sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger’s sourcing team leverages Grainger’s buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger’s Sourced Product Terms and Conditions**.

- b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger’s General Catalog and Grainger.com offering represent more than 475,000 products and 1,600 suppliers and manufacturers. Certain products are shipped directly from the manufacturer to the customer. These items are clearly marked in the General Catalog and online at Grainger.com.

**Grainger Parts and Sourcing (Special Order Desk)** – In addition, Grainger’s sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger’s sourcing team leverages Grainger’s buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger’s Sourced Product Terms and Conditions**.

- c. How are green products identified in your catalog? Online ordering?

**Green Products**  
(Environmentally Friendly)

Grainger can help with solutions to keep your facility’s commitment to environmental responsibility. We offer more than 2,000 products that consider the total environmental impact from product manufacture until the useful life of the product is complete. Many of our products are certified by industry-leading organizations and take into account specific environmental benefits.

**General Catalog**

Green products in the General Catalog are identified by the relevant certification symbol. For example, a Green Seal Approved Janitorial product will be marked with this symbol:





### Grainger.com

Grainger's online [Green Resource Center](#) guides customers to Green products in multiple certified and non-certified categories. Products appearing online at Grainger.com are also marked with the relevant certification symbol.

### Certified and Non-Certified Environmental Categories

The following is a list of certified and non-certified environmental product categories:

#### Certified Environmental Categories

**Green Seal Approved** - a non-profit organization that identifies and promotes products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion.

**NEMA Premium™** - The National Electrical Manufacturers Association (NEMA) has established NEMA Premium™ efficiency standards for electric motors as the highest nominal efficiencies to date. These standards specify motor efficiency, temperature, torque, inrush current and power factor. NEMA Premium™ motors will dramatically cut your energy costs, conserve energy and improve motor system reliability.

**Energy Star** - government-backed program that helps businesses and consumers protect the environment through energy efficiency. Energy Star provides a trustworthy label on thousands of products that use less energy and save money.

**CRI - "Green Label" IAQ Testing Programs:** The Carpet and Rug Institute (CRI) has developed and administered the "Green Label" IAQ testing and labeling program for carpet, adhesives and cushion materials. These unique testing programs identify low-emitting products by requiring that representative product samples meet scientifically established standards.

**GreenGuard** - GREENGUARD Environmental Institute (GEI) is an industry-independent, non-profit organization that oversees the GREENGUARD Certification Program. GEI's mission is to improve public health and quality of life through programs that improve indoor air.

#### Non-Certified Environmental Considerations

**Water Conservation:** Available fresh water amounts to one-half of one percent of all water on earth. Global water consumption doubles every 20 years. The current demand for water exceeds supply by 17%. Not only will water conservation help this global challenge, but will also help your bottom line. Ask Grainger for help in your water conservation programs.

**Recycled Content** - The U.S. Environmental Protection Agency (EPA) published the Comprehensive Procurement Guideline (CPG) to encourage the use of materials recovered through recycling with the goal to reduce the amount of disposed waste.



The CPG designates items in the following product categories: Paper and Paper products, Vehicular products, Construction products, Transportation products, Park and Recreation products, Landscaping products, Non-paper and Office products.

**Energy Reduction** - The mission of the Office of Energy Efficiency and Renewable Energy (EERE) is to strengthen America's energy security, environmental quality, and economic vitality in public-private partnerships that: enhance energy efficiency and productivity; bring clean, reliable and affordable energy technologies to the marketplace; and make a difference in the everyday lives of Americans by enhancing their energy choices and their quality of life.

**Green Cleaning Alternatives** - Green cleaning helps decrease air and water pollution, ozone depletion, and global climate change. It also promotes recycling, reduces the use of raw materials and minimizes the use of toxic products that require disposal.

**Some materials**, such as Mercury, have a potentially serious impact to the environment. Grainger has made a conscious effort to offer product choices that have eliminated content of these materials. For example, digital thermostats have eliminated the need for mercury by using electronics. Other examples include paint and cleaning liquids that do not contain environmentally harmful chemicals.

**U.S. Green Building Council** - The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) has become a standard for green buildings. This standard provides for certification in several categories. Grainger can provide solutions to help achieve your LEED certification goals. Grainger became a National member of this council in 2007. **Please note: In June of this year, Grainger's corporate headquarters facility located in Lake Forest, Illinois, was certified to the LEED-GOLD standard.**

- d. Do you offer "Private Line" products? **Yes.** Please describe.

#### **Grainger Global Sourcing**

Grainger's Global Sourcing division is a direct importer of more than 4,500 products that Grainger sells under private label brands. These products cover a broad spectrum of categories including tools, material handling, safety, lighting and HVAC equipment. With procurement offices in Lake Forest, Illinois and Hong Kong, Global Sourcing ensures that suppliers meet stringent quality requirements on all products.

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#### **Grainger Exclusive Brands**

Private label products are an important aspect of Grainger's offering. We control quality and value; products are made to our specifications from select suppliers ensuring durability and performance for industrial quality product lines. Additionally, private label brands are typically offered for less than nationally recognized brands.

**Tab 1  
Evaluation Criteria**



**Brands Exclusively From Grainger**

|                            |                                                                                                                                                                                                                                                                                          |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Air Handler</b>         | <b>Air Filtration Products:</b> Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper                                                                                                                                                                                     |
| <b>Battalion</b>           | <b>Security Products:</b> Hardware, Hinges, Locks, Locksets, Padlocks                                                                                                                                                                                                                    |
| <b>Condor / Talon Trax</b> | <b>Personal Protective Equipment:</b> Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High Visibility Apparel, Protective Clothing, Rainwear, Safety Glasses, Safety Goggles, Dust Masks, Safety Footwear                                               |
| <b>Dakota Design</b>       | <b>Office Furniture and Accessories:</b> Armrests, Bulletin Boards, Carts, Casters, Ceiling Fan Lights, Ceiling Fans and Accessories, Ceramic Heaters, Chairs, Chalk, Chalkboards, Dry Erase Boards, Easels, Erasers, Markers, Paper Cutters, Portable Heaters, Shredders, Signs         |
| <b>Dayton</b>              | <b>Electromechanical and Material Handling:</b> Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationary Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, and Winches                                                         |
| <b>Dem-Kote</b>            | <b>Aerosol Paints</b>                                                                                                                                                                                                                                                                    |
| <b>DynaVox</b>             | <b>Security and Surveillance:</b> Door Chimes, Intercoms, Magnetic Contacts, Megaphones, Speaker Mounts, TV/VCR Mounts                                                                                                                                                                   |
| <b>Industrial Grade</b>    | <b>Industrial Products:</b> Fasteners, Plumbing, Valves, Material Handling, Test Equipment, Casters, Outdoor Equipment, Welding Accessories, Raw Materials, Fleet Maintenance, Pneumatics, Packaging                                                                                     |
| <b>LumaPro</b>             | <b>Lighting and Fixtures:</b> Ballast, Cord Reels, CFL Lamps, Desk Lights, Dock Lights, Flashers, Flashlights, Hand Lamps, Jobsite Lighting, Lamps, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task Lighting, Track Lighting |
| <b>Pegasus</b>             | <b>Quartz Wall Clocks</b>                                                                                                                                                                                                                                                                |
| <b>PowerFirst</b>          | <b>Electrical Supplies:</b> Appliance Cords, Electrical Tape, Extension Cords, GFCI Cord Protectors, GFCI Line Cords, GFCI Plugs, Locking Cord Adapters, Power Center Adapters, Power Supply Cords, Power Tool Cords, Wire Totes                                                         |
| <b>Speedaire</b>           | <b>Pneumatics:</b> Abrasive Blasters, Air Compressors and accessories, Air Dryers, Low Oil Monitors, Compressor/Generators, Desiccant Dryers, Dry Air Systems, Hose Reels, Oil Filters, Spray Guns and Accessories                                                                       |
| <b>Store Logic</b>         | <b>Storage and Shelving:</b> Bin Racks and Components, Cabinets and Accessories, Casters, Shelving and Components, and Workbenches                                                                                                                                                       |
| <b>Trident</b>             | <b>Plumbing Fixtures:</b> Faucets, Hoses, Paper Towel Dispensers, Retractable Clotheslines, Safety Grab Bars, Showerheads and Accessories, Soap Dishes, Tissue Holders, Toilet Tissue Dispensers, Towel Rings, and Valves                                                                |
| <b>Tough Guy</b>           | <b>Janitorial Supplies:</b> Cleaning Chemicals, Cleaning Supplies, Hand and Personal Hygiene, Restroom Equipment, Waste Containers and Liners                                                                                                                                            |
| <b>Westward</b>            | <b>Industrial Hand Tools:</b> Tool Storage, Master Tool Sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, and Safety                          |



- e. Submit all information that will aid the City in evaluating your proposal.

Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

Our proposal combines:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
- An incentive program with an eCommerce component
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than 1.3 million customers
- 425+ branches located in all 50 states (5 in Arizona)
- 9 distribution centers with a 10<sup>th</sup> to be operational by mid-2011
- \$1 billion in available inventory
- 1,300+ General Catalog manufacturers and suppliers
- Proven 96.76% accuracy rating for the City of Tucson in 2008
- Continuous improvement measurements
- Value driven solutions that drive cost out
- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

## **5. Services**

- a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.

Grainger offers the following value added services that will be made available to the City of Tucson and Participating Public Agencies, including, but not limited to:

- Sourcing
- Software Punchout Capability
- Repair Services
- Small Business Program

**Tab 1**  
**Evaluation Criteria**



- Green / Sustainability Program
- Inventory Solutions
- Consulting Services
- Safety Services

For further information regarding these value added services, please see Scope of Work, Section C, Service Requirements.

**2. Literature explaining your capabilities.**

Grainger's General Catalog offers a wide variety of products and manufacturers and related technical information. Grainger's General Catalog is available in hard copy and online at [www.grainger.com](http://www.grainger.com).

Additionally, Grainger offers a multitude of commodity-specific catalogs, available upon request.

**3. Submit all information that will aid the City in evaluating your proposal.**

Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

Our proposal combines:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
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- Continuous improvement measurements
- Value driven solutions that drive cost out
- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees



## 6. Ordering and Invoices

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

### Ordering Capacity

Multiple Channel Approach - Between our branches, call centers, distribution centers and Web sites, the City of Tucson and Participating Public Agencies can do business with Grainger in whatever way is most convenient. Grainger accepts orders through the following channels:

- ➡ Counter Calls at a local Grainger branch
- ➡ Telephone calls
- ➡ Faxes
- ➡ Mail
- ➡ EDI
- ➡ Grainger.com
- ➡ eProcurement

### Grainger.com

Grainger.com provides on-line ordering capabilities and product search capabilities with full access to branch inventory and services. Some of the features and benefits that Grainger.com provides are:

- **Access to over 475,000 products**
- **Your specific contract pricing**
- **Up-to-date product information**
- **Search tools** to assist in finding the products needed
- **Ordering 24 hours per day** – Online customers can send orders anytime. Orders are processed during normal Grainger branch hours. This allows for quick and easy ordering when convenient for each of your locations, during or after standard business hours, or during busy Grainger branch times.
- **Up-to-date pricing** - Pricing by specific customer is updated monthly on the website. Any customer who then enters the Grainger Online Catalog through the ORDER MODE can see their specific pricing and sale pricing, if they apply, which are in effect at the time. This stops your locations from having to call any Grainger branch or sales person to check prices.
- **Item Comparison** - Customers placing orders through Grainger.com may take advantage of our website's Item Comparison function. Products and their attributes, including price, are arranged in an easy-to-read chart for fast comparison and selection. Use of your Grainger account number while



navigating our website ensures an accurate comparison of your discounted pricing for each item.

- **Product Availability** – Real-time Availability allows you to make informed purchasing decisions during checkout on Grainger. When any of your locations completes an online order, the system will show whether the complete order is or is not available at the selected Grainger branch or branch link cluster. This also assists in eliminating your locations from having to call a Grainger branch or sales person to check product availability.
- **Green Product** - Grainger's online [Green Resource Center](#) guides customers to **Green products** in multiple certified and non-certified categories. Products appearing online at Grainger.com are also marked with the relevant certification symbol.
- **Easy ordering** - Open account or credit card, order confirmation, saved order form – Your locations can pay for their online orders through their already established open account with Grainger or credit card. They will receive an email order confirmation and their online order form is saved for up to 24 hours. This will provide your locations with the payment options they need and the service levels they expect from Grainger. Grainger utilizes an encryption technology, which encrypts a customer's critical financial information before transmission in order to insure secure online ordering and payment processing. So, even if someone were able to intercept a transmission, they would not be able to use it.
- **Order Status** – Grainger.com customers can check the status of online orders by date, Purchase Order number, online reference number or item number. By using your PO number you can check the status of orders you placed by phone, fax or at a branch. One click transfers your order information to UPS for instant shipping information.
- **Order History** - You have easy access to your Order History from any page on the site. Simply log in and click on the Order History link in the "Your Profile" box. Search for orders containing a particular item number; sort by any column; add previously purchased items to an order or a personal list; or view item details, which now include a product image. The Order History page displays a list of all your online orders within the past 2 years. (Order History will not reflect orders placed over the phone or at your local branch.)
- **Material Safety Data Sheets (MSDS) and Catalog requests** – Each of your locations can view or print MSDS as well as request the Grainger everyday 'stuff' catalog or the CD-ROM catalog right online.
- **Multiple users per customer account** – When any of your locations registers online with Grainger, that person becomes the customer location "agent" and they can add one or more people as "users" to place orders under the same Grainger account number. This allows for efficient ordering by only the properly authorized users within each of your locations.
- **Order Management System** - Customers are able to set up the system so that specified people will have to route orders for approval if the order is over a set amount. Therefore, your managers will have purchase approval if the order is over a set amount.
- **Personal Lists** – Grainger.com offers customers the opportunity to create personalized lists of frequently purchased part numbers for simplicity of repeat ordering.

Tab 1  
Evaluation Criteria



- **Product technical support** – Any of your locations can e-mail a product question directly to Grainger online. The questions are forwarded by email, to the appropriate subject matter expert, who in turn responds. This type of email product support saves you time and money.
  - **Product search capabilities and Matchmaker selection guidelines** – Grainger.com's unique advanced Search feature allows each participating location to search by keywords, brand, product category, or Grainger catalog page number. This feature allows a customer to view the full Grainger catalog page. Other search features allow the search by Grainger item number or manufacturer model number. Enhanced features such as MotorMatch, LampMatch, and CasterMatch help find products within these product categories based on specifications needed. This helps customers save significant time by not having to page through a catalog or an index, or having to call for help to find one of these products.
  - **Supplier Diversity Products** – Grainger.com offers easy access to a wide range of quality products from small, disabled, minority, and women-owned businesses that participate in Grainger's Supplier Diversity Program. Simply click on the Supplier Diversity Search button to view a list of Supplier Diversity Products.
  - **Custom Air Filters** - Create your own custom sized air filters. Choose from three styles of filters: Fiberglass, Standard Pleated, and High Capacity Pleated. Real time prices and ordering capabilities available online. We'll ship your custom order within 5 business days.
  - **Grainger branch locator** – Any of your locations can enter their zip code, area code, or state, and they will obtain information on the nearest Grainger branch along with the address, telephone and fax numbers, and a map to that location.
- b. Describe your invoicing process. Is electronic invoicing available? **Yes** Is summary invoicing available? **Yes** Are there other options on how an agency receives an invoice? **Yes** Submit sample invoices.

Grainger offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. Please see **Exhibit F** for **sample invoices**. In addition, our invoicing may be customized to reflect internal part numbers for increased efficiencies.

#### Summary Billing

Grainger's summary billing is an invoicing system that simplifies their procurement process while reducing internal costs. Grainger can provide a single bill containing a periodic summary of purchasing activity (monthly, semi-monthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, the City of Tucson or Participating Public Agencies will have fewer pages to approve and fewer checks to write. This reduction in procurement process steps will save the City of Tucson or a Participating Public Agency time and money.

If the City of Tucson or a Participating Public Agency chooses to participate in this cost savings program, they will have the options of choosing:

1. Manner in which bill is sorted
2. Cycle ending day



Summary billing sorts and subtotals individual invoices over a specified time frame. The City of Tucson or Participating Public Agency may select from more than twenty sorting options.

Each month, the City of Tucson or Participating Public Agency will receive a bill approximately one week after the selected cycle-end date.

#### **Benefits of Summary Billing**

Overall processing time is reduced by spending less time reviewing individual invoices and approving them for payment. Time is also saved by eliminating the process of matching specific invoices against internal documents.

Summary billing simplifies the way in which you manage your purchases of MRO products. Bills also give you the ability to track purchases you make under a blanket purchase agreement.

Savings are realized by issuing a single check for multiple invoices, as opposed to one check for each invoice.

#### **Requirements of Summary Billing**

Each customer account or location must generate a minimum of fifteen to twenty transactions per billing period to remain on the Summary Billing program.

Payment in full is required for each summary bill. In the event payment in full is not received on the due date of the summary bill, the City of Tucson or Participating Public Agency will no longer be eligible to participate in the summary billing program.

- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

**Receipt of Incorrect Product** – If the City of Tucson or Participating Public Agency receives the wrong product they should contact their local Grainger branch or Account Manager to arrange for the return of the incorrect product and shipment of replacement product. Grainger will issue a credit for the incorrect item.

**Damaged Product** - If the City of Tucson or Participating Public Agency receives damaged product, they should proceed as follows:

**Visible Damage** – When possible, the City of Tucson or Participating Public Agency should refuse delivery of products that are visibly damaged and contact their local Grainger branch or Account Manager to arrange for the shipment of replacement product.

**Concealed Damage** – The City of Tucson or Participating Public Agency should contact their local Grainger branch or Account Manager to arrange for the return of the damaged product and shipment of replacement product.

**Tab 1  
Evaluation Criteria**



**Return Policy**

**Grainger General Catalog Product** - Grainger will accept returns for new, damaged, or merchandise with defects in workmanship or materials, for a period of one year from the original date of purchase. Credit will be issued in the same form of payment as the original transaction. Grainger reserves the right to limit or refuse acceptance of return of certain products.

**Non-Grainger General Catalog (Sourced) Product** - Grainger may procure product not available through the Grainger General Catalog or Grainger.com for The City of Tucson or Participating Public Agency from other sources ("Sourced Product(s)"). Sourced Product is priced according to current market conditions on a per order basis, and is shipped F.O.B. origin. Any charges for Additional Freight Services would be paid by The City of Tucson or Participating Public Agency. A returned goods authorization must be issued by Grainger prior to returning any Sourced Product. A restocking fee may apply for any returned Sourced Product.

The City of Tucson or Participating Public Agency may contact their local Grainger branch or Account Manager to have the problem resolved in a timely manner.

- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

Grainger provides various reporting, some of which includes customer tracking and reporting of measurements while others provide information that is branch-specific.

Grainger uses internal measuring tools on a daily basis to track returns, credits and debits. Grainger uses this data for two primary purposes: 1) to provide information for coaching and training regarding customer service issues (i.e. order accuracy), and 2) As part of an algorithm to track Grainger's "perfect order" metric. This metric is Grainger's reference to know that our customers received what they needed and were correctly invoiced for their order. The accuracy rating for the City of Tucson in 2008 measured 96.87%. This is impressive when you consider that 1,137 transactions were processed during that time. Please see **Exhibit G, Customer Focused Quality Report Card**, for further details.

**7. Other**

- a. Describe any government rebate programs applicable.

Please see Grainger's Price Proposal, submitted under sealed, separate cover.

- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

Grainger is capable of providing a variety of reports. Please see **Exhibit H** for a suggested sample monthly usage report.

**Tab 1  
Evaluation Criteria**



**B. Price Proposal**

**Please see Grainger's Price Proposal, submitted under sealed, separate cover.**

1. Describe in detail the proposed business pricing model(s). Identify any objective verifiable pricing index or indices used to calculate the offered discount pricing. This must be submitted with the proposal.  
  
Grainger's Price Proposal has been developed and is based upon the vast amount of understanding and knowledge derived from an in-depth analysis of the products that are regularly purchased from Grainger by three specific segments: cities, counties and education customers. Additionally, Grainger has included 100 of the most requested 3<sup>rd</sup> party certified "green" products. Grainger's Price Proposal also includes primary and secondary programs as well as a General Catalog-wide offering.

Please see Grainger's Price Proposal, submitted under sealed, separate cover, for further details.

2. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:
  - a. Offerors shall submit pricing based on the product and service requirements categories identified on the Scope of Services of this solicitation. Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered.
  - b. Identify and provide pricing for each category and sub-category of MRO products and services including those specific to a manufacturer.
  - c. Provide a core list, and deeper discounted pricing, of high usage items based upon your com

Please see Grainger's Price Proposal, submitted under sealed, separate cover.

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

Grainger will pay standard ground freight charges for all of the City of Tucson and Participating Public Agencies General Catalog orders shipping anywhere in the contiguous United States.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

Please see Grainger's Price Proposal, submitted under sealed, separate cover.

Tab 1  
Evaluation Criteria



5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.  
  
The prices offered to the City of Tucson and Participating Public Agencies for all purchases made under this agreement shall be as low as those currently charged to Grainger's most favored customer for comparable products and quantities under similar terms and conditions. Additional discounts are available to certain Grainger customers based on volume guarantees.
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.  
  
Please see Grainger's Price Proposal, submitted under sealed, separate cover.
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.  
  
Please see Grainger's Price Proposal, submitted under sealed, separate cover.
8. Provide your payment terms.  
  
Grainger's standard payment terms are net thirty (30) days from date of shipment.
9. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online. Also state the Convenience Fee, if allowable, per Section 5.2.E of the Visa Operating Regulations.  
  
Grainger accepts all types of VISA, MasterCard and American Express (AMEX) cards as a means of payment, regardless of ordering channel (phone, fax, Grainger.com, e-mail, counter will call). All credit/procurement card transactions are processed through our branch's mainframe computer system. Therefore, Grainger does not need to use credit card processing equipment provided by the credit card companies. Because special account "set up" is not required for credit card/procurement card purchases, Grainger can accept credit/procurement card purchases at any time.  
  
When a customer purchases from Grainger with a credit/procurement card, the credit card company will bill the customer. Therefore, the customer will not receive an invoice from Grainger. The customer will receive a packing slip with each purchase that serves as the receipt.  
  
**Convenience Fee – Not applicable**
10. Does your firm have a City of Tucson Business License? **Yes** If yes, please provide a copy of your City of Tucson Business license.  
  
Please see **Exhibit V** for a copy of **Grainger's City of Tucson Business License**.



### C. Qualifications and Experience

1. Provide a brief history and description of your company.

#### Overview

Founded by William W. Grainger in 1927, Grainger began as a wholesale electric motor sales and distribution business in Chicago. The following year, the business was incorporated in Illinois as W.W. Grainger, Inc. Sales were generated primarily through mail order via post cards and an eight-page catalog, The Motorbook. To improve customer service, Grainger opened its first branch in 1933 and by 1936 had 15 branches located across the country.

In 1967, with nearly 100 branches, Grainger became a public company and its stock began trading under the GWW symbol.

Grainger seized technology opportunities early. In 1976, Grainger became the first in its industry to implement optical character recognition equipment. In 1991, Grainger introduced the first comprehensive electronic facilities maintenance supply catalog on CD-ROM, and the company launched online ordering in 1996. In 2004, Grainger implemented Voice over Internet Protocol (VoIP) in all U.S. branches to improve service and enable live assistance for after-hours calls. In 2006, Grainger continued this track record by executing one of the world's largest systems integrations to streamline its information processes to better serve customers.

#### Current State

Today, Grainger's 2008 sales of \$6.9 billion make Grainger the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions. Grainger (NYSE: GWW) is a publicly held company Fortune 500 company with shares traded on the New York and Chicago stock exchanges.

Grainger Industrial Supply serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10<sup>th</sup> distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than \$1 billion in available inventory.

2. Provide a statement of your annual sales for the past 3 years.

Grainger's annual sales for the past three (3) years are as follows:

| <u>Year</u> | <u>Annual Sales</u> |
|-------------|---------------------|
| 2006        | \$5.9 billion       |
| 2007        | \$6.4 billion       |
| 2008        | \$6.9 billion       |

Tab 1  
Evaluation Criteria



3. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.

Please see **Exhibit I** to view Grainger's **Dun & Bradstreet Report**.

4. Provide the total number and location of sales persons employed by your firm.

Grainger's more than 18,000 employees provide superior customer service, products and solutions for our customers. Grainger's US employees are located throughout our network of 425+ branches, 9 distribution centers and Grainger's corporate headquarters in Lake Forest, Illinois. Local Account Managers comprise more than 2,500 of Grainger's employees.

Grainger maintains a national branch network providing the City of Tucson or Participating Public Agencies with toll-free local phone access. If the City of Tucson or Participating Public Agency employees phone their local Grainger branch after standard Grainger business hours, including Saturday or Sunday, the local branch number will automatically be transferred to the Grainger National Call Center, which provides 24-hour, 7-day per week toll-free service to the City of Tucson or Participating Public Agencies.

5. Number and location of support centers (if applicable)

Grainger Industrial Supply, a division of W.W. Grainger, Inc. serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10<sup>th</sup> distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than \$1 billion in available inventory.

Grainger's supply chain connects approximately 1,300 General Catalog manufacturers and suppliers to our 1.3 million customers. Most of the products in the catalog are in stock within our system so the products are available when you need them. To accomplish this, we use algorithms to determine stocking levels and tiers them based on demand. While adding products and locations, Grainger continues to make great strides through continuous improvement activities. These activities have substantially improved both inbound and outbound cycle times while reducing the amount of time required to pick, pack and ship orders and dramatically improved space utilization within existing buildings. The end result of these activities is better service to our customers while providing the product you need, when you need it.

The City of Tucson and Participating Public Agencies will benefit from Grainger's well managed inventory with a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10<sup>th</sup> distribution center to be up and running in Patterson, California, by mid-2011. This distribution network **includes one branch in the City of Tucson, four in the Phoenix area** and represents nearly \$1 billion in available inventory.

**Tab 1**  
**Evaluation Criteria**



**Primary Servicing Location - Tucson, AZ**

**Tucson Branch**

3415 S. Dodge Blvd.  
Tucson, AZ 85713-5434  
Phone: (520) 745-8200  
Fax: (520) 748-7716  
Hours:  
7:00 AM - 5:00 PM Pacific (Monday - Friday)

**Secondary Servicing Locations**

**Gilbert Branch**

775 E Baseline Rd  
Gilbert, AZ 85233-1203  
Phone: (480) 308-7980  
Fax: (480) 308-7981  
Branch Hours:  
6:30 AM - 5:00 PM Mountain (Monday - Friday)

**Phoenix Branch**

2002 W. Rose Garden Lane  
Phoenix, AZ 85027-2620  
Phone: (623) 581-0017  
Fax: (623) 581-0686  
Hours:  
6:30 AM - 5:00 PM Pacific (Monday - Friday)

**Phoenix Branch**

4465 E. Broadway Rd.  
Phoenix, AZ 85040-8892  
Phone: (480) 966-9797  
Hours:  
6:30 AM - 5:00 PM Mountain (Monday - Friday)  
9:00 AM - 1:00 PM Mountain (Saturday)

**Phoenix Branch**

960 N. 51st Ave  
Phoenix, AZ 85043  
Phone: (602) 269-3115  
Fax: (602) 272-5765  
Hours:  
6:30 AM - 5:00 PM Mountain (Monday - Friday)

**El Paso Branch**

1400 Lomaland Dr.  
El Paso, TX 79935-5207  
Phone: (915) 598-1180  
Fax: (915) 598-1170  
Hours:  
7:30 AM - 5:00 PM Mountain (Monday - Friday)

**Tab 1**  
**Evaluation Criteria**



**Las Vegas Branch**

2401 Western Ave.  
Las Vegas, NV 89102-4815  
Phone: (702) 385-6833  
Fax: (702) 387-0278  
Hours:  
7:00 AM - 5:00 PM Pacific (Monday – Friday)

**San Diego Branch**

8001 Raytheon Rd.  
San Diego, CA 92111-1608  
Phone: (858) 278-5120  
Fax: (858) 278-4334  
Branch Hours:  
7:00 AM - 5:00 PM Pacific (Monday - Friday)

**San Diego Branch**

5502 Oberlin Dr.  
San Diego, CA 92121-1717  
Phone: (858) 795-0426  
Fax: (858) 623-9754  
Hours:  
7:00 AM - 5:00 PM Pacific (Monday – Friday)

**Albuquerque Branch**

3901 Osuna Rd. NE  
Albuquerque, NM 87109-4431  
Phone: (505) 345-8631  
Fax: (505) 345-9600  
Hours:  
7:30 AM - 5:00 PM Mountain (Monday – Friday)

**Salt Lake City Branch**

2775 S. 900 W.  
Salt Lake City, UT 84119-2447  
Phone: (801) 972-1340  
Fax: (801) 972-9381  
Hours:  
7:00 AM - 5:00 PM Mountain (Monday – Friday)

**Supporting Distribution Center (DC)**

Los Angeles DC  
4700 Hammer Rd  
Mira Loma, CA 91752

**Secondary Distribution Centers (DC)**

- Dallas, TX
- Kansas City, MO

**Tab 1**  
**Evaluation Criteria**



- Chicago, IL
- Cleveland, OH
- Memphis, TN
- Greenville, SC
- Jacksonville, FL
- Robbinsville, NJ

6. Describe the qualifications of your sales personnel and technicians.

The Grainger sales teams that will be assigned to the City's contract are detailed beginning on page 12 above. Additionally, the Tucson, Arizona, branch team listed below will support the City at a local level.

| Name       | Title                               | Years of Service |
|------------|-------------------------------------|------------------|
| Linda      | Sales Specialist                    | 33               |
| Debbie     | Sales Specialist                    | 31               |
| Joyce      | Sales Associate - Tax Specialist    | 24               |
| Brian      | Sales Specialist                    | 21               |
| Gilbert    | Export Customer Service Coordinator | 11               |
| Brandon    | Branch Manager                      | 8                |
| Zack       | Customer Service Associate          | 7                |
| Cisco      | Sales Team Leader                   | 5                |
| Bernadette | Customer Service Associate          | 3                |
| Charlie    | Export Customer Service Coordinator | 3                |
| D.J.       | Sales Associate                     | 3                |
| Francisco  | Export Customer Service Coordinator | 1                |
| Robert     | Sales Specialist                    | 1                |

7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

**Key Personnel**

Grainger's West region team is detailed beginning on page 12 above.

**Executive Corporate Sponsor**

**Andrew Guzzon**  
Regional Sales Vice President  
Western Region Government Sales

Tab 1  
Evaluation Criteria



8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10<sup>th</sup> location to be operational by mid-2011. This distribution network represents more than \$1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

To Grainger, the word service means more than providing great products. It means understanding our customers' daily business challenges and working together to develop relevant, value driven solutions that drive out cost. These solutions include, but are not limited to, small business programs, sustainability initiatives, eCommerce goals, improving productivity and streamlining processes. This is a small representation of the solutions we provide every day.

In addition to the 2,500+ local account managers employed by Grainger, Grainger maintains a staff dedicated to Government Accounts, inclusive of cities, counties and education customers. These Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States. By utilizing our national Sales Team, Grainger has the ability and capability to make face to face contact with all Participating Public Agencies.

All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be familiar with the City of Tucson and the Participating Public Agencies' account so that they may be of assistance. If a situation arises outside of normal business hours, the City of Tucson and the Participating Public Agencies' will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary \$50 emergency fee for the City of Tucson and Participating Public Agencies.**

Grainger will collaborate with National IPA to develop a robust and comprehensive marketing plan aimed at achieving mutually agreed upon objectives and goals.

**References:**

**Scottsdale Unified School District**

David J Peterson  
Assistant Superintendent – Operations  
Education Center  
3811 North 44th Street  
Phoenix, Arizona 85018-5420  
Telephone: 480-484-6128  
Fax: 480-484-6294

Tab 1  
Evaluation Criteria



**Maricopa County**

Charles Hinegardner  
Procurement Consultant  
320 West Lincoln, Second Floor  
Phoenix, Arizona, 85003.R2C2  
Phone: 602.506.6476  
[hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov)

**City of Phoenix**

Tony Hatcher  
MWSBE Procurement Manager  
Finance/Purchasing Division  
251 West Washington Street  
Phoenix, Arizona 85003-2299  
Phone: 602-262-7181  
Fax: 602-534-1933  
TDD: 602-534-5500

Please see **Exhibits J, K and L** for **letters of reference** from the above-mentioned contacts.

9. Please submit any additional information that you feel is applicable to your qualifications and experience.

Grainger is offering an innovative solution aimed at benefiting the City of Tucson, National IPA and the Participating Public Agencies.

Our proposal combines:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
- An incentive program with an eCommerce component
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than 1.3 million customers
- 425+ branches located in all 50 states (5 in Arizona)
- 9 distribution centers with a 10<sup>th</sup> to be operational by mid-2011
- \$1 billion in available inventory
- 1,300+ General Catalog manufacturers and suppliers
- Proven 96.76% accuracy rating for the City of Tucson in 2008
- Continuous improvement measurements
- Value driven solutions that drive cost out

**Tab 1**  
**Evaluation Criteria**



- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

In 2008, Grainger was voted #1 in Facility Management Services by Today's Facility Manager (Reader's Choice award). Please see **Exhibit M** for further details.

## **Tab Two**

### **Scope of Services**



## SCOPE OF SERVICES

### A. General Requirements

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

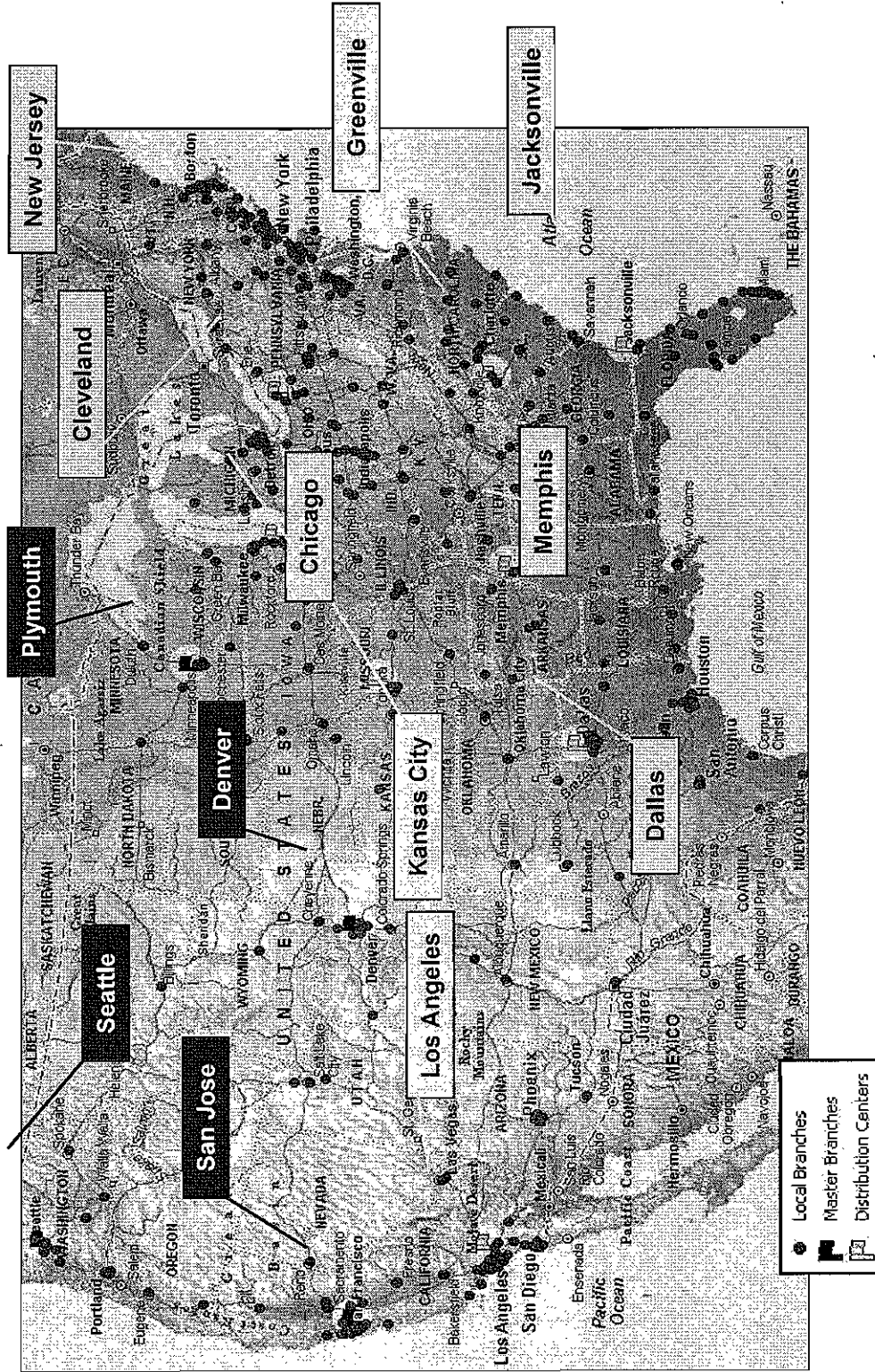
- a. Have a strong national presence in the MRO supply industry.

Founded in 1927 and incorporated in the State of Illinois in 1928, W.W. Grainger, Inc. ("Grainger"), with 2008 sales of \$6.9 Billion, is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions.

- b. Have a distribution model capable of delivering products nationwide.

Grainger Industrial Supply, a division of W.W. Grainger, Inc. serves businesses and institutions across the United States through a distribution network of more than 425 branches, located in all 50 states, and supported by nine (9) distribution centers and a 10<sup>th</sup> distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than \$1 billion in available inventory.

# National Logistics Network





- c. Have a demonstrated sales presence.

**Account Management  
Dedicated Sales Staff**

Grainger has a dedicated focus for all of its Government, Commercial and Institutional customers. These internal cross-functional teams support our customers around the country.

In addition to the 2,500+ Government, Commercial and Institutional local account managers employed by Grainger, we maintain a support staff dedicated to Government Accounts. These Commercial and Government Sales Directors, District Sales Managers, local Account Managers, Account Relationship Managers, and branch support staff are strategically located across the United States. By utilizing our national Sales Team, Grainger has the ability and capability to make face to face contact with City of Tucson and Participating Public Agency facilities.

All Account Managers have voice mail, e-mail and mobile phones. In the event that they cannot be reached, the local Branch Manager and branch staff will be available for assistance. If a situation arises outside of normal business hours, The City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary \$50 emergency fee for the City of Tucson and Participating Public Agencies.**

- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

Grainger will be able to meet the minimum requirements of the cooperative purchasing program as follows:

- A customized core list consisting of 700 frequently purchased items by cities, counties and education customers
- The core list contains a sustainability component of the 100 most frequently ordered items
- An incentive program with an eCommerce component
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than 1.3 million customers
- 425+ branches located in all 50 states (5 in Arizona)
- 9 distribution centers with a 10<sup>th</sup> to be operational by mid-2011
- \$1 billion in available inventory
- 1,300+ General Catalog manufacturers and suppliers
- Proven 96.76% accuracy rating for the City of Tucson in 2008
- Continuous improvement measurements



- Value driven solutions that drive cost out
- Same day shipping for in-stock orders received by 4 pm local time
- A dedicated and professional staff committed to the success of the contract
- A physical presence in the state of Arizona consisting of approximately 150 Grainger employees

- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

✦ **General Catalog Products**

Grainger's General Catalog carries nearly 238,000+ total products from more than 1,300 manufacturers and suppliers; Grainger.com offers customers more than 475,000 products in the following categories:

- ✓ Adhesives, Sealants
- ✓ Automotive
- ✓ Cleaning
- ✓ Electrical
- ✓ Fasteners
- ✓ Fleet/Vehicle Maintenance
- ✓ Hand Tools
- ✓ Hardware
- ✓ HVACR
- ✓ Hydraulics
- ✓ Lighting
- ✓ Lubrication
- ✓ Machining
- ✓ Material Handling
- ✓ Motors
- ✓ Office Equipment
- ✓ Outdoor Equipment
- ✓ Painting
- ✓ Plumbing
- ✓ Pneumatics
- ✓ Power Tools
- ✓ Power Transmission



- ✓ Pumps
- ✓ Safety
- ✓ Security
- ✓ Test Instruments
- ✓ Welding

#### **Grainger Parts and Sourcing (Special Order Desk)**

Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions**.

#### **Green Products (Environmentally Friendly)**

Grainger can help with solutions to keep your facility's commitment to environmental responsibility. We offer a wide variety of products and solutions that consider the total environmental impact from product manufacture until the useful life of the product is complete. Many of our products are certified by industry-leading organizations and take into account specific environmental benefits.

Please see **Exhibit N, Grainger Green Services Smart Sheet** and **Exhibit O, Grainger 2009-2010 Green Products Catalog** (printed on recycled paper), for further details. In addition, information is available online at:

##### **Grainger Green Resources**

Grainger will work with The City of Tucson and Participating Public Agencies to develop marketing materials for promoting the use of Green sustainable products.

In addition, Grainger has identified 700 items frequently purchased by The City of Tucson and Participating Public Agencies, including the top 100 Green Products purchased and is submitting these items with discounted pricing with this proposal response.

#### **Emergency Preparedness**

##### **W.W. Grainger Inc. Business Continuity Plan - Executive Summary**

##### **Introduction and Overview**

Grainger is uniquely positioned to respond to emergency situations. Grainger's network of 425+ plus branches is supported by 10 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need



quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address the situation. This network ensures that constant product replenishment is nearby and easily accessible.

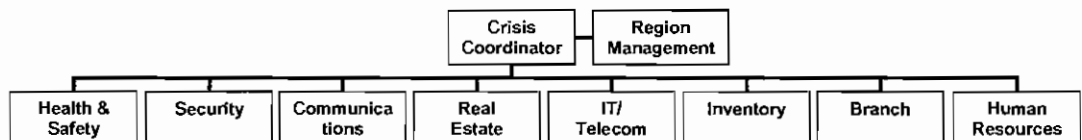
In the event of a damaged or destroyed branch, our expansive network allows us to continue to service customers under the most extreme conditions, including events such as 9/11, and Hurricanes Katrina and Rita. For example, during Hurricane Katrina, one of our two New Orleans branches was lost completely. In response, Grainger opened a temporary branch until the damaged branch reopened in April, 2006.

Grainger's dedicated staff is a valuable resource in times of emergency. Customers can contact their local branch manager or sales manager in emergency situations. After Hours Emergency Service (Call 800-CALL-WWG) is always available and, depending on the situation or the nature of the emergency, Grainger branches will extend hours to best serve our customers.

### Crisis Management Team

In an emergency situation, a pre-determined, experienced, cross-functional national team leads the efforts to respond to the situation. They assess the needs of the area, coordinate with emergency management agencies, first responders and first receivers to develop plans and bring needed solution to the affected areas. This team is prepared for emergencies; they have ready access to over a dozen, documented, emergency response plans outlining processes and procedures for dealing with issues ranging from hurricanes to wild fires to acts of terror. Each one of these functions as the starting point in developing a specific plan for the specific emergency situation. The prescribed plans allow for consistent execution even where the nature of the emergencies differ.

**Crisis Management Team Chart**



The Crisis Management Team has an established response list:

1. Ensure the safety of Grainger employees. Are they safe? Did their home sustain damage? Are they able to work?
2. Assess potential damage to the Grainger branch(es). Once safe, a determination is also made as to whether additional employees (from neighboring markets) are needed.
3. Inventory assessment is conducted. Depending on the nature of the emergency, a pre-determined product list is used to move needed items into the affected market. If additional products are needed, arrangements are made to move those products to the affected area from regional Distribution Centers, neighboring branches or directly from product suppliers.
4. Operationalize the facility by re-routing phone lines and restoring (or using emergency) power.



### Enterprise System Continuity Plan

In addition to the above, the other main component of Grainger's Business Continuity Plan is providing disaster recovery capabilities for our IT systems both by services of third party experts and internally managed recovery sites to help keep our systems up a running and able to support our Crisis Management Team. In order to help keep Grainger's IT platform up, running and available during any emergency, Grainger has developed a robust Business Continuity Plan to support system integrity and functionality during an emergency. Grainger has built redundancy into the system and tests the disaster recovery procedures regularly.

### Product Prioritization

Lastly, Grainger is cognizant of the need to ensure the health and safety of the public. In severe emergency situations, product can be prioritized for First Responders/First Receivers and government organizations. Local leadership works with the Crisis Management Team and emergency management agencies, local law enforcement, first responders and first receivers, along with others to ensure appropriate and fair distribution to those prioritized entities. Grainger has demonstrated its capability to meet some of the most demanding needs in New York City during 9/11 and for the Gulf Coast region's responders during Hurricanes Katrina and Rita. A more detailed outline of Grainger's support during those emergencies can be provided upon request.

Note: Due to the proprietary nature of the specifics of our emergency management process, Grainger has established a process for customers to request additional information. If you would like additional information, please contact Ernest Duplessis, Director of External Communications @ 847-535-4356.

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#### Arizona Operations:

Grainger has been part of the Arizona business community since 1954 and currently operates more than 5 locations throughout the state.

- Grainger has had a branch in Tucson since 1963. Located at 3415 S. Dodge Blvd., the branch offers 31,000 different items with a total stock of over 206,000 items. The company has approximately 16 employees in the Tucson market including branch customer service associates, warehouse associates and account managers.

Over the last several years, Grainger has shown its commitment to its customers by investing significantly in its local presence.

- Grainger increased its total square footage in the Phoenix area by approximately 4 percent through the addition of a new facility in Gilbert and the relocation of 2 branches. Grainger also increased its locally tailored inventory by 25 percent.

As of July 2008, Grainger employed approximately 150 individuals in Arizona. (numbers are gathered on an annual basis)

Grainger offers employees competitive pay and comprehensive benefits that provide for their health and financial security as well as work-life balance.

In 2008, Grainger remitted approximately \$5M in sales tax receipts to the State of Arizona.

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**Community: Grainger's Commitment to Local Communities**

Grainger has a strong tradition of giving that dates back to the company's inception. In 2008, the total value of Grainger's charitable contributions – including product and cash donations – was \$13 million.

Grainger has steadily developed a core group of signature programs emphasizing the company's commitment to disaster relief and technical education and now operates broad based, national programs in these key areas.

In addition, the company provides support through product donations and its employee matching charitable gifts program.

**Grainger's Recent Philanthropic Activities in Arizona**

**Disaster Relief**

Grainger is the national founding sponsor of Ready When the Time Comes (RWTC), a volunteer program that trains corporate employees to help the American Red Cross respond in times of disaster.

**Technical Education**

Grainger's focus on technical education supports students pursuing a career in the trades. The Grainger Tools for Tomorrow® scholarship program awards 100 technical education students enrolled in community colleges across the country with a \$2,000 award and a specialized toolkit upon graduation. In 2009, Grainger will award scholarships to two students at Gateway Community College in Phoenix.

**Other Local Giving & Volunteer Partnerships**

Since January 2008, Grainger has given an additional \$13,000 to Arizona nonprofits through its matching gifts program, which matches employee charitable donations three-for one.

Grainger's local Phoenix branches have also supported organizations such as Sojourner Center in the past with local contribution funds. In Tucson, the local branch has supported the Johnjay and Rich Care for Kids Foundation.

**Recent Philanthropic grants**

Based upon a recommendation from the local Grainger branch manager, The Grainger Foundation recently made a \$10,000 donation to the United Food Bank in Chandler, AZ..

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2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

Please note Grainger's Standard Warranty and Return Policy below describing the handling of product returns, including defective material.



 **Grainger Standard Warranty**

**ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR RESALE, OR FOR USE IN BUSINESS, OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER. ANY PRODUCT 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, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED, OR AT GRAINGER'S OPTION, THE PURCHASE PRICE REFUNDED.**

**WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.**

**Manufacturers' Warranty.**

For information on manufacturers' warranties, please contact your local branch or contact Customer Care at 1-888-361-8649.

**Prompt Disposition.**

Grainger will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call the Grainger branch from which the product was purchased, or contact Customer Care at 1-888-361-8649, giving date and number of original invoice, and describing defect.

**Product Suitability.**

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Grainger attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

**No Warranties to Consumers.**

Grainger makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.



## Product Information

### OSHA Hazardous Substance.

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are prepared and supplied by manufacturers. The information and recommendations contained on the MSDS are believed by Grainger to be accurate. Grainger, however, makes no warranties with respect to the accuracy of the information or the suitability of the recommendations. Customer is solely responsible for any reliance on or use of any information, and for use or application of any product. Grainger disclaims any and all liability to any user.

### California Proposition 65.

The State of California requires that certain warnings be given concerning products subject to Proposition 65. For products denoted with a ❶ or ❷ symbol the following warnings apply:

- ❶ Warning: This product contains a product known to the State of California to cause cancer.
- ❷ Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

MSDS and a list of Proposition 65 products are available at your local Grainger branch, by contacting Grainger, Dept. B2.K05, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A, or by calling 1-847-535-1313.

### Important Notice to Federal Customers Re: Country of Origin.

While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act, as implemented by FAR Part 25, other products may not meet these requirements. Grainger will advise customers properly identifying themselves as Authorized Schedule Purchasers at the time of purchase whether an item is "TAA-compliant". Customers seeking to purchase non-TAA items will be given the opportunity to purchase an alternative item, or to purchase the non-TAA item through an "open market" purchase instead of through the schedule. Federal customers are advised the open market purchases are NOT GSA Schedule purchases. By purchasing any item on the open market, customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

### Electronic and Photographic Cleaning Fluids Customers.

It is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to \$25,000 per sale. Individuals purchasing such products must present proof of their commercial status in accordance with 40 CFR 82.68(a) or (c).

A "Commercial User," as defined in the regulation, means a person that uses the product in the purchaser's business, or sells it to another person and has one of the following identification numbers: Federal employer identification number; State sales tax exemption number; Local business license number; Government contract number.

### Refrigerant Customers.

Effective November 14, 1994, in accordance with the Federal Clean Air Act, sale of Class 1 (CFC) and Class 2 (HCFC) refrigerant will be restricted to resale purchases and/or to



certified professional service technicians. To purchase regulated refrigerant products, all customers must present a certification card or sign a statement of resale to complete the purchase.

#### **TripleGuard Warranty**

Grainger offers customers the opportunity to purchase a TripleGuard Warranty on selected items designated with the Grainger TripleGuard icon checkmark in Grainger's General Catalog. The TripleGuard Warranty adds two full years of protection after the manufacturer's warranty expires, with no lapse in coverage. Typically, the extended Warranty is less than the cost of one average, and often unexpected, repair.

#### **Non-General Catalog (Sourced Product) Warranty**

GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS: GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

#### **Warranty Disclaimer:**

GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS. GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO CUSTOMER ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

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#### **Return Policy**

**General Catalog and Grainger.com Product** – Local Grainger branch personnel or a local Account Manager will guide the City of Tucson and Participating Public Agencies through the return process and identify the time period required to complete the process. Time frames for completing the process may vary depending on the product.

**Non-General Catalog (Sourced) Product** - A returned goods authorization (RGA) must be issued by Grainger prior to returning any Sourced Product. This authorization is available



through local branch personnel and/or local Account Managers. Time frames may vary by product and/or brand. Some Sourced Products may not be eligible for return.

3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

Upon receipt of notice from a General Catalog manufacturer to initiate a "stop sale" for a particular item or items, Grainger employs a formal, documented process for handling the request. Grainger's product management team alerts our stocking locations. In addition to a general e-mail issued to branch and distribution center personnel, the items are coded in Grainger's integrated SAP order management system.

4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

Grainger has a strong history of providing products and solutions to more than 1.3 million customers since 1927. Customers can count on us to have the products where and when they are needed. This is accomplished via a strong distribution network consisting of more than 425 branches located in all 50 states and supported by nine (9) distribution centers with a 10<sup>th</sup> location to be operational by mid-2011. This distribution network represents more than \$1 billion in available inventory from more than 1,300 General Catalog manufacturers and suppliers. Our customers get what they need when they need it.

5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.

Grainger ships in-stock General Catalog and Grainger.com orders received by 4 pm local time on the day the order is received. Through the use of commercial carriers such as UPS, customers receive most shipments the following business day.

6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.

Grainger will supply hard copy catalogs and/or a core list upon request from respective City of Tucson or National IPA Participating Public Agencies. In addition, Grainger's General Catalog is available online at [www.grainger.com](http://www.grainger.com). Grainger will work with the City of Tucson and National IPA upon award, on the development of a specific interactive Web catalog.



### Specialty Catalogs

Specialty catalogs are also available, including, but not limited to, catalogs dedicated to Green/Sustainability Products, Safety Products, Emergency Preparedness, Plumbing and Minority Supplier products.

## B. PRODUCT REQUIREMENTS

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following.

Grainger's signature strength in the MRO industry is our strong and comprehensive line of quality MRO suppliers and manufacturers. For each major category below, we have identified Grainger's major General Catalog manufacturers and suppliers whose products and parts will be easily accessible to all public agencies that chose to utilize this contract vehicle.

Grainger is proud to offer products from brand-name industry leading manufacturers. A sampling of these 1,300+ manufacturers and suppliers are listed below.

- e. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

- |              |             |
|--------------|-------------|
| ➤ A.O. Smith | ➤ Ideal     |
| ➤ Ametek     | ➤ Lovejoy   |
| ➤ Boston     | ➤ US Motors |
| ➤ Browning   | ➤ Vibco     |
| ➤ Dayton     | ➤ WEG       |
| ➤ GE         | ➤ Winsmith  |

- f. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.

- |                 |                  |
|-----------------|------------------|
| ➤ 3M            | ➤ Ideal          |
| ➤ Brady         | ➤ Intermatic     |
| ➤ Bussmann      | ➤ Panduit        |
| ➤ Cooper        | ➤ Siemens        |
| ➤ Dayton        | ➤ Square D       |
| ➤ Eaton         | ➤ Telemecanique  |
| ➤ GE            | ➤ Thomas & Betts |
| ➤ General Cable | ➤ Tripp Lite     |
| ➤ Hubbell       | ➤ Wiremold       |



c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

- |                     |               |
|---------------------|---------------|
| ➤ Advance           | ➤ LumaPro     |
| ➤ Cooper Lighting   | ➤ Mag-Lite    |
| ➤ Fluke             | ➤ Pelican     |
| ➤ Fostoria          | ➤ Rayovac     |
| ➤ GE                | ➤ Streamlight |
| ➤ Lithonia Lighting | ➤ Westward    |

d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.

- |                     |                    |
|---------------------|--------------------|
| ➤ Ames True         | ➤ Husgvarna        |
| ➤ Baldwin           | ➤ Irwin            |
| ➤ Blackhawk         | ➤ KD Tools         |
| ➤ Bosch             | ➤ Klein Tools      |
| ➤ Briggs & Stratton | ➤ Lenox            |
| ➤ Centurion         | ➤ Makita           |
| ➤ Cooper Tools      | ➤ MK Diamond       |
| ➤ DeWalt            | ➤ Morse            |
| ➤ Exxon Mobil       | ➤ Oldham           |
| ➤ Milwaukee         | ➤ Porter Cable     |
| ➤ Ingersoll Rand    | ➤ Ridgid           |
| ➤ Black and Decker  | ➤ SPX OTC          |
| ➤ Dayton            | ➤ Skil             |
| ➤ Delta             | ➤ Stanley Proto    |
| ➤ Drill Doctor      | ➤ Vermont American |
| ➤ Generac           | ➤ Westward         |
| ➤ Grote             | ➤ Wilton           |
| ➤ Hitachi           | ➤ Westward         |

e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.

- |            |            |
|------------|------------|
| ➤ Amprobe  | ➤ Ideal    |
| ➤ Extech   | ➤ Mitutoyo |
| ➤ Fluke    | ➤ Raytek   |
| ➤ General  | ➤ Simpson  |
| ➤ Greenlee | ➤ Starrett |

f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.

- |           |            |
|-----------|------------|
| ➤ Enerpac | ➤ Hankison |
| ➤ Fuji    | ➤ Hitachi  |

**Tab 2**  
**Scope of Services**



- Ingersoll-Rand
- Parker
- Reelcraft
- Speedaire

- Stanley Bostitch
- Westward
- Wilkerson

**g. Machining and Cutting Tools – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.**

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant

- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

**h. Material Handling, Storage and Packaging – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.**

- Albion
- Ashland
- CM
- Coffing
- Cotterman
- Dayton
- JLG
- Lift-Rite
- Little Giant

- Load Hugger
- Magline
- Mason
- Rubbermaid
- Tuff-Edge
- Vestil
- Wagner
- Werner
- Wesco

**i. Welding – Welding equipment and supplies.**

- CRC
- Everede
- Exxon Mobil
- Greenfield
- Guhring
- KEO
- Kurt Parlec
- Miller

- Morse
- Niagracutter
- Norton
- OSG
- Victor
- Weiler
- Westward



- j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
  - 3M
  - DAP
  - GE
  - Handi-Chek
  - Holo-Krome
  - ITW
  - Ramset
  - Red Head
  - Loctite
  - Marson
  - Spax
  - Toggler
  - Wej-it
  
- k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.
  - 3M
  - Dayton
  - Georgia-Pacific
  - GOJO
  - Johnson Diversey
  - Minuteman
  - Oreck
  - Ramsey
  - Rubbermaid
  - Rust-Oleum
  - Simple Green
  - Tough Guy
  - Zep
  
- l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
  - 3M
  - Aearo
  - Alarm Lock
  - Ansell
  - Best
  - Bradley
  - Brady
  - Buckeye
  - Condor
  - DBI/Sala
  - Master Lock
  - Miller
  - MSA
  - North
  - Schlage
  - Sperian
  - Stardust
  - Uvex
  - Wells Lamont
  
- m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.
  - 3M
  - Dayton
  - Georgia-Pacific
  - GOJO
  - Johnson Diversey
  - Minuteman
  - Oreck
  - Ramsey
  - Rubbermaid
  - Rust-Oleum
  - Simple Green
  - Tough Guy
  - Zep



**n. HVAC Supplies – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.**

- |               |                    |
|---------------|--------------------|
| ➤ Air Handler | ➤ Johnson Controls |
| ➤ Broan       | ➤ MovinCool        |
| ➤ Dayton      | ➤ Nu-Calgon        |
| ➤ Fostoria    | ➤ Parker           |
| ➤ Friedrich   | ➤ Port-A-Cool      |
| ➤ Frigidaire  | ➤ Trion, Inc.      |
| ➤ GE          | ➤ White Rodgers    |
| ➤ Haier       | ➤ Yellow Jacket    |
| ➤ Honeywell   |                    |

**o. Pumps and Plumbing – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.**

- |                   |                   |
|-------------------|-------------------|
| ➤ Bell & Gossett  | ➤ Little Giant    |
| ➤ Chicago Faucets | ➤ Rheem Ruud      |
| ➤ Dayton          | ➤ Sloan           |
| ➤ Elkay           | ➤ Watts Regulator |
| ➤ IR ARO          | ➤ Zoeller         |

**p. Other Categories**

**Grainger Parts and Sourcing (Special Order Desk)** – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details. Please see **Exhibit E for Grainger's Sourcing Terms and Conditions**.

**Green Products**

(Environmentally Friendly – Sustainable)

Grainger also offers many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Tab 2  
Scope of Services



Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

Additionally, Grainger's core list offer includes 100 of the most frequently requested 3<sup>rd</sup> party green certified products in order to assist the city of Tucson and Participating Public Agencies achieve the sustainability goals.

**Emergency Preparedness** - Grainger offers the following products for emergencies including hurricanes, floods, earthquakes, tornadoes, power outages and wildfires:

| Emergency Preparedness Products  |                                                                                                                                                                                                                  |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Batteries                        | Alkaline & Lantern                                                                                                                                                                                               |
| Carts and Trucks                 | Hand Trucks                                                                                                                                                                                                      |
| Chemicals                        | Automotive Fluids                                                                                                                                                                                                |
| Communications                   | Two Way Radios                                                                                                                                                                                                   |
| Electric                         | Welder Generator Accessories<br>Welder Generators                                                                                                                                                                |
| Electrical Tools                 | Soldering Accessories<br>Soldering Guns, Irons and Stations                                                                                                                                                      |
| Emergency-Exit Lighting Fixtures | Emergency Fixtures                                                                                                                                                                                               |
| Eyewear                          | Safety Eyewear                                                                                                                                                                                                   |
| Fall Protection                  | Body Belts & Harnesses<br>Lanyards & Rope Grabs<br>Confined Space Entry Equipment                                                                                                                                |
| Fire Protection                  | Fire Extinguishers                                                                                                                                                                                               |
| Fire Alarm                       | Signaling Output Fire Alarm Chime                                                                                                                                                                                |
| First Aid                        | First Aid Kits                                                                                                                                                                                                   |
| Flashlights                      | Flashlight Replacement Bulbs<br>Handheld Flashlights                                                                                                                                                             |
| Foot Protection                  | Footwear                                                                                                                                                                                                         |
| Gas Detection                    | Detectors & Accessories                                                                                                                                                                                          |
| Generators                       | Generator Accessories<br>Portable Generator Power Cords<br>Portable Generator Shaft Kits<br>Portable Generator Trailer Kits<br>Portable Generator Wheel Kits<br>Portable Generators<br>Power Take Off Generators |
| Hand Protection                  | Leather Palm Gloves                                                                                                                                                                                              |
| Head Protection                  | Hard Hats                                                                                                                                                                                                        |
| Hoist Winch and Rigging          | Cargo Straps and Load Huggers                                                                                                                                                                                    |

| Emergency Preparedness Products |                                                                  |
|---------------------------------|------------------------------------------------------------------|
|                                 | Chains                                                           |
|                                 | Plastic Construction Film & Accessories                          |
|                                 | Ropes                                                            |
|                                 | Tarps                                                            |
| Indoor Air Quality              | Combustible Gas Detectors                                        |
| Job Site Lighting               | Temporary Job Site Light Heads                                   |
| Locking Systems                 | Padlocks                                                         |
| Lubricants                      | Corrosion Inhibitors                                             |
|                                 | Greases                                                          |
|                                 | Oils                                                             |
| Machinery                       | Carpet Dryer                                                     |
| Manuals                         | Safety & Training Manuals                                        |
| Plugs and Receptacles           | Straight Blade Plugs & Receptacles                               |
| Portable Coolers                | Portable Water Coolers & Ice Chests                              |
| Protective Clothing             | Rainwear                                                         |
| Racks, Shelving and Workbenches | Shelving                                                         |
| Respiratory Protection          | Cartridges, Filters & Accessories                                |
|                                 | Disposable & Reusable Respirators                                |
|                                 | Gas Masks & Canisters                                            |
|                                 | PAPR & Accessories                                               |
|                                 | SCBA Respirators & Accessories                                   |
| Safety Storage                  | Safety Cabinets and Accessories                                  |
|                                 | Safety Can and Funnels                                           |
| Saws                            | Reciprocating Saws                                               |
| Signs                           | Safety & Evacuation                                              |
| Signaling Devices               | Beacon Lamps, Horns, Push Button                                 |
|                                 | Flashing & Strobe Lights                                         |
| Spill Control Supplies          | Particulate Sorbent                                              |
|                                 | Spill Containment Drums, Pallets, Platforms, Ramps & Accessories |
|                                 | Spill Control Kits & Stations                                    |
| Storage                         | Bins, Boxes and Accessories                                      |
| Sump, Effluent and Sewage       | Battery Operated Sump Pumps                                      |
|                                 | Marine Hand Pumps                                                |
|                                 | Marine-RV Pumps                                                  |
|                                 | Sump Pumps                                                       |
| Supplies                        | Disposable Fuel Cylinders                                        |
| Tapes                           | Duct and Cloth Tapes                                             |
| Traffic Safety                  | Glow Sticks                                                      |



| Emergency Preparedness Products |                                      |
|---------------------------------|--------------------------------------|
| Transfer                        | Engine Driven Pumps                  |
| Ventilation                     | Air Vents, Dampers, Louvers & Motors |
| Voltage Regulation              | Surge Protection Devices             |
| Wire and Cable                  | Electrical Wire and Cable            |

**A sampling of Emergency Product General Catalog suppliers:**

- ✓ Briggs & Stratton
- ✓ Condor
- ✓ CRC
- ✓ Dayton
- ✓ Georgia-Pacific
- ✓ Motorola
- ✓ North
- ✓ OmniGlow
- ✓ RayOVac
- ✓ Stanley
- ✓ Westward

In an emergency outside of normal business hours, the City of Tucson and Participating Public Agencies will have access to the Grainger emergency line, 1-800-CALL-WWG. This line is answered live 24/7 and a local branch person will be paged to take care of your immediate need. **Grainger will waive its customary \$50 emergency fee for the City of Tucson and Participating Public Agencies.**

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

**Current Products / Quality**

Grainger is a distributor of new, commercial grade industrial products. As a distributor, Grainger relies on its manufacturers and suppliers to provide us with high quality finished goods. Therefore, Grainger's manufacturer and supplier selection and evaluation process is critical to Grainger's success. Grainger's Product Management Department is responsible for selecting and evaluating quality suppliers and communicating Grainger's expectations to them.

Grainger evaluates its Grainger's General Catalog manufacturers and suppliers using a quantitative-based performance Scorecard which compares the entire General Catalog supplier



population and also provides direction on high impact improvement opportunities.

Additionally, the Grainger supply chain team is responsible for driving continuous improvement and overall cost reduction initiatives.

#### Grainger General Catalog Product Overview

Grainger's printed catalog contains more than 235,000 stock keeping units (SKUs). Grainger's nationwide inventory is valued at approximately \$1 billion. Grainger's Web-based electronic catalog represents approximately 475,000 SKUs. Grainger is an authorized distributor for all the products described in Grainger's printed and electronic catalogs. Further, all products illustrated in Grainger catalogs clearly state product manufacturer and the manufacturer model number. Grainger's Web-based catalog, located on Grainger.com, includes products in the following categories:

| CATEGORY                                   | Approx No. of SKUs |
|--------------------------------------------|--------------------|
| Abrasives, Adhesives, Sealants             | 3,600              |
| Automotive                                 | 1,000              |
| Cleaning                                   | 7,300              |
| Motors                                     | 4,100              |
| Electrical                                 | 32,200             |
| Fasteners                                  | 35,350             |
| Hand Tools                                 | 15,600             |
| Grainger Sourcing (Special Order Division) | 5,000,000          |
| Hardware                                   | 13,360             |
| HVAC/R                                     | 15,700             |
| Hydraulics                                 | 1,300              |
| Lighting                                   | 6,900              |
| Lubrication                                | 1,600              |
| Material Handling                          | 25,600             |
| Office Equipment                           | 3,800              |
| Outdoor Equipment                          | 1,200              |
| Painting                                   | 2,400              |
| Plumbing                                   | 30,600             |
| Pneumatics                                 | 7,500              |
| Power Tools                                | 5,600              |
| Power Transmission                         | 12,800             |



| CATEGORY         | Approx No. of SKUs |
|------------------|--------------------|
| Machining        | 29,600             |
| Pumps            | 4,000              |
| Safety           | 24,000             |
| Security         | 4,300              |
| Test Instruments | 5,900              |

3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Grainger is proposing a unique cost savings approach to help the City of Tucson and Participating Public Agencies leverage their spend by providing an average "net" savings of 33% across the product categories identified in the second tab of Exhibit 1 of Grainger's Price Proposal.

Grainger has completed an in-depth analysis of those products that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. . The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3<sup>rd</sup> party certified "green" products. This creates a comprehensive core list consisting of 700 of the most frequently purchased items. The overall goal of this unique combined core list is to provide the City of Tucson and National IPA the most significant savings on the items they purchase the most.

Please see **Grainger's Price Proposal**, submitted under sealed, separate cover, for further details.

## C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

a. **Sourcing:**

1. from non-catalog suppliers,
2. of line card extensions of catalog suppliers,
3. for custom products, and
4. for OEM repair parts and accessories.

**Grainger Parts and Sourcing (Special Order Desk)** – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's



sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers with a total cost solution for acquiring infrequently ordered items. Through this channel, Grainger provides quick access to over sixty-five hundred suppliers and more than five million products beyond the Grainger catalog offering. Additionally, this channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines. Please see **Exhibit D** for further details and **Exhibit E** for **Grainger's Sourced Product Terms and Conditions**.

**Custom Air Filters** - In addition to the items offered through Grainger's Parts and Sourcing (Special Order Desk) above, Grainger.com offers the ability to create your own custom sized air filters. City of Tucson and Participating Public Agency end users may choose from three styles of filters: Fiberglass, Standard Pleated, and High Capacity Pleated with real time prices and ordering capabilities available online.

**DeWalt Tool Program** (service provided through manufacturer)

DeWalt offers the largest service network and the largest product line in the power tool industry, including a service center less than one mile from Grainger's local Tucson branch.

DeWalt offers a broken tool pickup service, defective tool inspections and safety training that may be available to the City of Tucson and Participating Public Agencies.

In addition, DeWalt, along with other Grainger General Catalog manufacturers, offers sample tools and/or accessories for a trial period.

- b. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.

**Direct connections to customers' Enterprise Resource Planning (ERP) systems -**

Grainger offers the ability to integrate its catalog and buying process with customers' purchasing and ERP systems. Orders may be placed for shipment or for will call pickup at a local Grainger branch.

Grainger has deployed fully automated will call functionality on a major eProcurement platform. Grainger's will call capability allows buyers from a procurement platform who use Grainger's Punch Out shopping experience to route orders to a specific branch for will call pickup. This will allow City of Tucson and Participating Public Agency end users to initiate purchases within their procurement system through Punch Out, confirm the availability of Grainger items at their local Grainger branch during the shopping experience, and pick up those orders at the local Grainger branch.

Grainger has experience with many vendors and technologies, and we are constantly adding to the list to satisfy customer needs. With more than 60,000 accounts on integrated platforms, Grainger knows how to get customers connected.



| Third Parties and Solutions |                   |                  |                     |
|-----------------------------|-------------------|------------------|---------------------|
| Aeroexchange                |                   |                  |                     |
| Ariba                       |                   |                  |                     |
| Birch Street Systems        |                   |                  |                     |
| Buy Efficient               | eVA               | J.D. Edwards     | Perfect Pro         |
| Coupa                       | Exostar           | K12Buy           | Periscope           |
| Datastream                  | Global Healthcare | Ketera           | Quadrem             |
| DSSI                        | Exchange (GHX)    | MRO Software     | Requisite           |
| Elcom                       | GoPeriscope       | OB10             | SAP                 |
| Enporian                    | Great Plains      | Oracle           | SciQuest            |
| Epicor                      | Heiler Software   | Oracle Exchange  | Shipserv            |
| ePlus                       | Higher Markets    | Osiris           | SmartEquip          |
| eSchool Mall                | Hubwoo            | P2P              | Verian Technologies |
|                             | I2 Technologies   | Pantellos        | Veriscape           |
|                             | IBM/Maximo        | Peoplesoft       | Vinimaya            |
|                             | Infor             | Perfect Commerce | Xign                |

| Technology Standards                  |            |        |
|---------------------------------------|------------|--------|
| cXML                                  | OCI        | UNSPSC |
| EDI 810, 820, 824, 850, 855, 857, 997 | Punch Out  | xCBL   |
|                                       | Round Trip |        |

| Catalog Formats |       |           |        |
|-----------------|-------|-----------|--------|
| CIF             | Excel | Delimited | Access |

### eCommerce Team

Grainger has a dedicated team of eCommerce developers who have extensive experience with hundreds of B2B eCommerce connections. We work closely with our customers to establish the data requirements for XML transactions to be shared between the customer and Grainger, and implement the application code within our applications that is needed to ensure data flows correctly from the punch-out request to the purchase order, acknowledgement, packing slip / shipping label, and invoice.

Grainger provides a customer acceptance testing region where code can be deployed and tested in near production-quality environment, including a 99.9% availability SLA for the test environment during business hours.

### Technical Implementation Department

Grainger's Technical Implementation Department consists of:

- **eCommerce Customer Solutions Team** - 10 member team; 2 people directly involved in the City of Tucson and National IPA project; average eCommerce experience is 4-10+ years



- **eCommerce Operations Team** - 22 member team; 3 people directly involved (potentially 4) in the The City of Tucson and National IPA project (specific resources to be determined), average eCommerce experience is 4-15+ years.
- **Enterprise Systems Architecture Team** - 15 member team; 1 person directly involved in the The City of Tucson and National IPA project; 15+ years eCommerce experience.
- **Enterprise Systems Business Systems Team** - 25 member team, involvement to be determined as project progresses; average eCommerce experience is 5-15+.

In addition, Grainger offers the following eCommerce options:

- **Grainger.com** – Grainger's Web site was the first transaction-capable Internet site in the facilities maintenance industry.
- **Electronic data interchange (EDI)** – Through EDI transactions Grainger can receive orders, send order acknowledgements, create invoices and receive payments from customers.
- **Electronic marketplaces** – Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards.

- c. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.

Grainger works with 1,300+ General Catalog manufacturers and suppliers. Many of these manufacturers and suppliers maintain repair facilities in the State of Arizona and across the United States. Grainger will diligently assist the City of Tucson or any Participating Public Agency with identifying repair locations for the specific product in need. As an example, see the DeWalt program below.

#### **DeWalt Tool Program** (service provided through manufacturer)

DeWalt offers the largest service network and the largest product line in the power tool industry, including a service center less than one mile from Grainger's local Tucson branch.

DeWalt offers defective tool inspections and safety training that may be available to the City of Tucson or Participating Public Agencies.

In addition, DeWalt, along with other Grainger General Catalog manufacturers, offers sample tools and/or accessories for a trial period.

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#### **Return Policy**

Grainger will accept returns for new, damaged, or merchandise with defects in workmanship or materials, for a period of one year from the original date of purchase. Credit will be issued in the same form of payment as the original transaction. Grainger reserves the right to limit or refuse acceptance of return of certain products.



- d. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

Grainger recognizes the importance of achieving socio-economic goals. To that end, Grainger has developed two programs focused on small, diverse and women-owned businesses. In these programs, small businesses participate actively in Grainger's distribution, sales and product offerings.

As part of Grainger's offer, the two (2%) percent administrative fee payable to the National IPA will include sales from designated Grainger Distributor Alliance members who are servicing the City of Tucson and/or Participating Public Agencies. The Distributor Alliance administrative fee will be paid on all sales except those sales made by the Distributor Alliance member at Customer Specific Pricing (CSP) as further described in Grainger's Price Proposal.

#### 1. Grainger Distributor Alliance Program

Grainger has developed a Distributor Alliance Program focusing on Disadvantaged Business Enterprises. This program includes select small, diverse and disadvantaged businesses with experience and expertise in procurement. The program matches specific businesses with targeted customers.

In the pursuit of promoting and achieving its socio-economic goals, the City of Tucson and Participating Public Agencies can be assured they will receive the same quality products and service in the same timely fashion that they have become accustomed to with Grainger. Similarly, the association between Grainger and its Distributor Alliance members will allow the City of Tucson and Participating Public Agencies to consolidate MRO purchasing while supporting a small, diverse or disadvantaged business.

Grainger will extend those products and prices available under the Grainger / National IPA contract to Grainger's designated Distributor Alliance members. Upon a contract award, Grainger, the City of Tucson and National IPA will mutually agree to develop a customized pricing program and administrative fee that will apply to purchases made under the Grainger Distributor Alliance program.

#### 2. Grainger Supplier Diversity Program

Grainger recognizes the importance of Supplier Diversity. As responsible corporate citizens, we are committed both to supporting the growth of businesses owned by minorities and women, and giving these businesses the opportunity to compete for our business.

In 2008, Grainger's sales of M/WBE products exceeded \$89 million, representing over 8000 products made by 16 minority manufacturers and 26 woman-owned manufacturers, offered to 1.6 million customers. We publish an easy-to-use on-line Supplier Diversity Catalog and offer reports to track your direct Tier 2 diversity purchases. Any product in the Supplier Diversity Catalog can be ordered from your local Grainger branch or online at [www.grainger.com](http://www.grainger.com).



Grainger identifies diversity made products in our catalog and on our Web site, [www.grainger.com](http://www.grainger.com), with this symbol:



Grainger is proud to be a member of the National Minority Supplier Development Council and to support several NMSDC Regional Councils. We are corporate members of the Woman's Business Enterprise National Council. Our Supplier Diversity Manager chairs a committee of the National Board of Directors and is a member of the executive committee for this organization. To demonstrate our commitments, and to recruit diverse suppliers for line review and customer proposal opportunities, we participate in M/WBE Business Opportunity Fairs and other events that support M/WBE businesses.

Please see **Exhibit P, Grainger Distributor Alliance and Supplier Diversity**, for further details.

**e. Green/Sustainability Program:**

**1. Policies:** Efforts and policies pertaining to green and sustainability.

**Green Products**  
(Environmentally Friendly)

Grainger offers many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

**2. Products:** Impact on product offerings.

Grainger's core list offer includes 100 3<sup>rd</sup> party green-certified products. Grainger will work with the City of Tucson and Participating Public Agencies to identify products that have Green/Sustainability alternatives. Please see **Exhibit O, Grainger's Green Products Catalog**, for further details.

**3. Distribution:** Impact in distribution.

**Overview**

Grainger maintains a proactive approach to environmental commitment. Long concerned about protecting the environment, Grainger has used soy ink for 10 years to produce our catalog. Grainger was also one of the first companies to participate in the EPA's Green



Lights Program. As a distributor, Grainger has found ways to support environmental sustainability within its operations, product offerings and building designs.

Grainger participates in recycling programs for cardboard, paper, and batteries. City of Tucson and Participating Public Agencies will be able to return used lead/acid batteries to be recycled, keeping them out of landfills. An energy-efficient building design limits and controls heating, cooling and lighting usage in many of our warehouses and showrooms.

### **Packaging**

Doing things right the first time is a principle that applies to issues such as quality and customer service. This principle applies even more to the environmental discipline, where inadvertent mistakes can cause significant negative impacts. Grainger continually evaluates all of its business practices in an effort to minimize and/or eliminate any negative environmental impact. To that end, Grainger has made the following packaging materials decisions:

- Eliminate the use of "foam peanuts" and other foam packaging materials
- Use "bubble rap" only when shipped product integrity must be maintained and normal paper based dunnage will not suffice.
- The primary dunnage to be used is brown, unbleached "Kraft" recycled paper.
- Shrink-wrap made of Polyolifins is used in a limited manner on skid quantities only.

#### **4. Recycling of Lamps:** The ability to recycle lighting and electronic products.

Grainger's recycling service solves the disposal problem for environmentally hazardous bulbs, dry batteries, and ballasts.

When a City of Tucson or Participating Public Agency purchases Grainger's specialized recycling kits for fluorescent lamps, ballasts or dry batteries, they are buying a turnkey service for one all-inclusive price. For larger volume needs, Grainger offers bulk pick-up. Grainger will custom design a program that works for City of Tucson or Participating Public Agencies. This service encompasses lamps, ballasts, batteries, electronics, and mercury.

Each kit includes:

- Special UN/DOT approved container
- Pre-printed label with instructions
- Toll-free number for pickup
- Certificate of reclamation



**5. Lighting and Energy Audits:** The ability to perform lighting and energy audits.

**GE Electrical Energy Audit** - A team of experienced professionals will provide, upon request, as part of service under this contract, a thorough and comprehensive energy audit that will assist the City of Tucson and Participating Public Agencies to achieve environmental and sustainability goals and initiatives. The team should be able to recommend and implement lighting solutions to include lamp conversions, retrofits, and controls, along with motor retrofits that reduce kilowatt consumption without sacrificing performance of the system and maintaining IES and OSHA standards. The team should provide a documented outline of current system and recommended system to include expected cost savings, return on investment, and impact on the environment. Cost savings should address the recommended lighting system including product/materials, labor to perform the installation, on-going maintenance during the life of the system, disposal cost, and environmental impact.

**Electrical Product Cost Reduction / Process Improvement** - In addition to methods such as standardization and/or substitution of product, eCommerce initiatives and vendor consolidation strategies, which can be engaged across multiple commodities, Grainger offers specific ideas based solely on usage of electrical products. Grainger also offers tips on standard electrical processes, designed to save time and money by reducing errors and time spent on repairs. From controls and circuit protection to wiring devices and connectors, Grainger offers you everything you need to get - and stay - connected.

**6. Certifications:** The industry recognized certifications and standards obtained.

Sustainability means meeting the present generation's needs without compromising the future generation's ability to meet its own needs. For Grainger, sustainability means expanding its green offering of MRO products. Green products help customers do business in an environmentally responsible manner while also helping to take costs out of their operations.

Grainger offers products that have third party certifications such as Energy Star®, NEMA Premium™, Green Seal™ and GreenGuard®. The company also offers products that are not certified but which do have other environmentally preferred attributes such as reduced material use and lower energy consumption, as well as products which are made from renewable resources or contain recycled content.

Grainger is determined to set a new MRO standard for sustainable, environmentally safe operations. From adopting Leadership in Energy and Environmental Design (LEED) standards for its new branch construction, to participating in numerous recycling programs, to working with the United States Green Building Council, the company is striving to preserve the natural resources within the communities in which it does business.

Grainger opened three LEED Gold certified branches in the U.S. Gulf Region. LEED-certified facilities are not only more environmentally responsible, but also reduce energy costs by 30 percent, water usage by 35–50 percent and overall waste by as much as 90 percent. Grainger's Lake Forest, Illinois, headquarters, its new Monterrey, Mexico, distribution center and headquarters and its new service center in Waterloo, Iowa, are recent LEED certified locations.



Please see **Exhibit Q** for details regarding **facility LEED audits** conducted by Grainger's General Catalog manufacturers and suppliers.

- f. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

**Safety Training Programs**

Grainger will continue to work with the City of Tucson and Participating Public Agencies to support individual shop safety meetings. Grainger would welcome the opportunity to host training classes with our General Catalog manufacturers, and will work with the City of Tucson and Participating Public Agencies to develop programs to address the most common work-related injuries occurring on site. Grainger has the following programs in place to assist the City of Tucson and Participating Public Agencies.

**Arc Flash Awareness Seminar:** Designed to bring awareness to the NFPA 70E Standard. Additional topics reviewed are methods of assessment, PPE equipment, proper electrical tools and labeling for the hazards. Suppliers: WH Salisbury, Square D, Brady and Grainger

**Lockout/Tagout Seminar:** Designed to compliment your current LOTO program. The seminar discusses OSHA standards and compliance, provides handouts and proper use of LOTO devices. Supplier: Brady

**Signs & Identification Systems:** Survey to identify the need for proper in-plant signage. Supplier: Brady

**Hazardous/Flammable Liquid Handling & Storage:** Audit of hazardous/flammable storage, use and handling. Suppliers: Justrite STUDE, Eagle CLAWS

**Hand Protection & Glove Analysis:** An evaluation of the glove program to determine proper selection and use as well as identify cost savings. Suppliers: Ansell, Perfect Fit, Wells Lamont, North

**Hearing Conservation:** Training program designed to assist the customer in becoming compliant with the OSHA Standard 29CFR1910.95 as well as instruction on the importance of proper use of hearing protection devices. Suppliers: EAR, Howard Leight, 3M

**Eyewash Station Analysis:** An evaluation designed to assist the customer with regulatory compliance of the proper operation and locations of eyewash stations. Supplier: Fendall

**Fall Protection:** Survey to determine fall hazards and address solutions. Supplier: Miller

**Respiratory Protection:** Conduct training and fit testing. Suppliers: 3M, MSA, Willson, North



**Confined Space Analysis:** Conduct plant tour to determine potential confined space hazards. Suppliers: MSA, Biosystems, Miller

**Ladder Training:** Information program to provide proper ladder usage as well as how to properly inspect ladders. Suppliers: Werner Ladder

**Coating & Anti-Slip Solutions:** An evaluation based on application, hazard concerns and safety color coded paint requirements. Supplier: Rust-O-Leum

**Hoist & Chain Safety:** Training program to provide instruction on safety hoist practices and the inspection of present hoist equipment. Supplier: CM Hoist

**Power & Hand Tool Safety:** Seminars designed to promote proper use and safety practices for hand and power tools as well as selecting the right tool for the job. Suppliers: DeWalt, Milwaukee, Stanley-Proto

**Multi-meter Training:** Programs designed to emphasize the use and application of multi-meters, inspection of the equipment and other safety procedures. Supplier: Fluke

**Fuses & Power Distribution:** Seminars tailored to specific customer requirements in the proper application of fuses in order to protect electrical equipment and power distribution systems. Supplier: Cooper-Bussman

**Electric Safety:** Training program using general electric safety principles coupled with the unique products designed for electrical applications. Supplier: Hubbell, Square D

**Grinding Wheel Safety Training:** Program designed to illustrate the use, care and protection of vitrified and organic grinding wheels. Supplier: Norton

Please see **Exhibit R** for further details (**Occupational Health and Safety Value-Added Education**).

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### Cost Calculators

Grainger has teamed with key General Catalog manufacturers and suppliers to offer "Cost Calculators", a breakdown of the savings incurred by use of specific products for specific circumstances. Cost Calculator savings will be discussed as potential cost savings initiatives during the implementation phase of any contract arising from the submission of this proposal bid.

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### Vendor Fairs and Product Shows

Grainger will continue to participate in Vendor Fairs and/or product shows at the City of Tucson and at Participating Public Agency locations. In addition, Grainger will continue to conduct periodic Sustainability Road Shows to assist City of Tucson and Participating Public Agencies with sustainability initiatives including, but not limited to, the following topics:



- Healthy Hands
  - How to Clean and Stay Green
  - Reduce, Recycle, and Re-use
  - Energy Reduction
  - Saving time, money and the environment by going green
  - How to Monitor Air, Water, Electric And Steam
- 

- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

#### **Replacements and Returns**

**General Catalog and Grainger.com Product** – Local Grainger branch personnel or a local Account Manager will guide the City of Tucson and Participating Public Agencies through the return process and identify the time period required to complete the process. Time frames for completing the process may vary depending on the product.

**Non-General Catalog (Sourced) Product** - A returned goods authorization (RGA) must be issued by Grainger prior to returning any Sourced Product. This authorization is available through local branch personnel and/or local Account Managers. Time frames may vary by product and/or brand. Some Sourced Products may not be eligible for return. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned sourced products

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#### **Restocking Charges**

**General Catalog and Grainger.com Product** - Grainger does not charge a restocking fee for the return of General Catalog or Grainger.com products.

**Non-General Catalog (Sourced) Product** - Non-General Catalog (Sourced Product) may incur a restocking fee of 35% of product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error.

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#### **After Hours Service and Sales Support**

Grainger's after hours emergency service provides product fulfillment after standard Grainger branch business hours through a toll-free number (1-800-CALL-WWG). Calls are routed to the Grainger Call Center in Waterloo, Iowa. A Call Center employee then contacts a local Grainger branch employee, via pager, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to make arrangements to meet the customer at the local Grainger branch to fulfill the emergency order.

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- a. Grainger's customary \$50 emergency fee will be waived for the City of Tucson and Participating Public Agencies.
- b. 94% of emergency calls are generally serviced in 60 minutes or less.
- c. 24-hour service and additional personnel are provided during major emergencies to take orders and assist customers.

In addition, the City of Tucson and Participating Public Agencies will have access to its Grainger-assigned Government Sales Manager and all local Account Managers through voice mail, e-mail and mobile phones.

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#### **Out of Stock (Backorders)**

Grainger's extensive network of product and distribution centers maintains close to \$1 billion dollars worth of inventory across the US and Puerto Rico. This inventory is accessed through Grainger's SAP network enabling Customer Service Associates to search for any specific product needed. Orders placed via Grainger.com generate an e-mail to the City of Tucson or Participating Public Agency indicating that the product is on backorder. The Grainger.com Web site also offers tracking and tracing of all orders currently in process.

Order tracking and status information is also available by calling any Grainger branch. If there is a backorder, the Grainger Customer Service Associate will provide the approximate delivery date at that time.

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#### **Order Tracing**

Any of our Customer Service Associates can locate the City of Tucson and Participating Public Agency orders during any stage of the shipping process. The City of Tucson and Participating Public Agencies may also track the status of their order online by logging into their [www.grainger.com](http://www.grainger.com) account and applying the following steps:

- i. Click Order Status from the "Your Account" box on the left-hand side of the screen. A split screen will appear.
- ii. Left side of the screen: To view orders placed online, search by Date, Purchase Order (PO), Online Reference Number (assigned by Grainger) or Item Number.
- iii. Right side of the screen: To view orders placed via phone, fax, e-mail or at your local branch, enter a purchase order (PO) number for your order on the right-hand side of the page.

The City of Tucson and Participating Public Agencies can also contact Grainger.com's Customer Care team toll-free at 1-888-361-8649, 24 hours a day, 7 days a week, or e-mail the team for further assistance with orders placed online.

- iv. Orders shipped via UPS Ground, FedEx, DHL or the United States Post Office (USPS) will be linked to the corresponding carrier's Web site, which provides detailed tracking and proof of delivery information.



To view Grainger.com orders placed more than six (6) months prior to the search date, The City of Tucson and Participating Public Agencies may use Grainger.com's Order History\* feature:

- i. Click on the Order History link in the "Your Profile" box.
- ii. Search for orders containing a particular item number; sort by any column; add previously purchased items to a current order or a personal list; or view item details, which include a product image.

\*The Order History page displays a list of all online orders within the past two (2) years. (Order History will not reflect orders placed through any other ordering channel (phone, fax, e-mail or your local branch). For orders placed through these alternate channels, the City of Tucson and Participating Public Agencies may contact their local branch personnel or Account Managers.

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#### Technical Feedback

Technical and product in-service support and training will be offered on an as needed basis at no charge to the City of Tucson and Participating Public Agencies. Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In Grainger's key supplier programs, manufacturers' dedicated field resources work solely with Grainger's field representatives. Grainger also has an in-house Technical Product Support Department that is the source for answers to product related questions. The City of Tucson and Participating Public Agencies will have easy access to this service during Grainger's standard business hours by contacting their local Grainger branch and letting the Customer Service Associate know they require technical support.

Approximately 4,000 times a day, technically trained Grainger product specialists answer questions regarding the following:

- Product selection
- Application assistance
- Troubleshooting/problem solving
- Installation
- Product specifications (available through an automated "fax-on-demand")
- Performance data/wiring diagram
- City of Tucson and Participating Agencies requirements and compliance

Subjects include, but are not limited to:

- Electric Motors and Gear Drive Components
- Engines and Generators
- Heating, Air Conditioning, Refrigeration, Air Treatment, HVAC Controls
- Fans, Blowers, Ventilation, and Air Filters
- Electrical Supplies, Transformers, Relays, Motor Starters, Timers
- Lighting Fixtures, Lamps, Ballasts, Flashlights, and Batteries
- Pumps, Water Heaters, and Plumbing Products
- Air Compressors, Hydraulic, and Pneumatic Products
- Safety and Security Equipment



- Cleaning Supplies and Maintenance Equipment
- Paints and Paint Sprayers
- Material Handling and Storage
- Office and Communication Equipment
- Hand and Power Tools
- Outdoor Equipment
- Test Instruments and Precision Measuring
- Cutting Tools, Abrasives, Fasteners
- Lubrication
- Welding

### Technical Training

Grainger will work with the City of Tucson and Participating Public Agencies to identify products and product categories for which they would like additional training. Grainger will work with our Technical Support Department, Regional Program Managers (Safety and Janitorial), and General Catalog manufacturers and suppliers to develop training programs as required to meet the City of Tucson and/or Participating Public Agency needs. Some examples of programs that Grainger currently offers include:

**DeWalt Power Tools** - Customer safety presentation and tape. Hands on demonstration of safe operating practices for power tools. Joint presentation by Grainger Account Manager and DeWalt representative, generally performed at customer location.

**GE Lighting Site analysis of requirements** - Detailed evaluation of current usage and types of lamps used. Recommendations based upon most energy efficient and cost effective available products. Performed jointly by Grainger Account Manager and GE Sales Representative and performed at customer location.

**Proto Tools Hand tool safety seminar and film** - Demonstration of correct method of tool usage. Joint sales presentation by Proto and Grainger representatives. Certificate issued upon completion of class. Generally conducted at customer site locations.

**In-plant Safety Sign and Pipe Marking Survey** - This survey consists of taking a plant tour during which the Brady representative notes any areas where additional signage or pipe markers are needed. There is a short meeting after the tour to discuss the findings and to show possible solutions. Performed jointly by Grainger Account Manager and Brady Representative at the customer location.

In addition, Grainger offers:

- **Material Safety Data Sheets (MSDS) requests** – The City of Tucson and Participating Public Agencies may view or print MSDS from Grainger.com.
- **Parts Availability** - Grainger is a major supplier of repair parts. Grainger gives you access to parts for certain products in the Grainger General Catalog, including hard-to-find and discontinued items. Parts list and exploded-view diagrams are available online 24 hours per day at [www.grainger.com](http://www.grainger.com). Click on "Repair Parts" to access



Grainger's online Repair Parts center.

- **Motor Match** can be accessed on Grainger.com by typing "motor match" in the search box. This method allows a technician to locate a motor or accessories by AC/DC/type of application.

Please see **Exhibit R** for a detailed listing of Grainger's Safety training programs and seminars (**Occupational Health and Safety Value-Added Education**).

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## Quality Assurance for Orders

### Overview

As a national MRO distributor, Grainger has incorporated sound quality management principles within its operating philosophy. A key element is Continuous Improvement (CI). Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Rather than identifying singular projects or activities, Grainger's focus is on integrating improvement and quality into how we do our work everyday.

Our CI approach is supported by a team of professionals who assist Grainger's business units in the implementation and integration of CI principles across the enterprise. Elements of Grainger's CI system include:

- A3 thinking
- Go See
- Ask Why
- Show Respect
- Specify Value from the customer's perspective
- Eliminate waste and create flow
- Visual Management
- 5S
- Value Stream Improvement

CI events (including Value Stream Improvement Workshops) are initiated by functional leaders and process owners based on identified performance gaps and/or improvement opportunities. Additionally, in 2008/2009, Grainger conducted or participated in approximately 6 joint Grainger-Customer CI workshops.

Grainger has approximately 30 employees certified as Six Sigma/ Lean Six Sigma Black Belts.

### General Catalog Manufacturers and Suppliers

As a distributor, Grainger relies on its manufacturers and suppliers to provide us with high quality finished goods. Therefore, Grainger's manufacturer and supplier selection and evaluation process is critical to Grainger's success. Grainger's Product Management Department is responsible for selecting and evaluating quality suppliers and communicating Grainger's expectations to them.



Grainger evaluates its Grainger's General Catalog manufacturers and suppliers using a quantitative-based performance Scorecard which compares the entire General Catalog supplier population and also provides direction on high impact improvement opportunities.

Additionally, the Grainger supply chain team is responsible for driving continuous improvement and overall cost reduction initiatives.

**h. Other Services:** Other value-add services not included in above categories.

**Inventory Solutions\***

The day-to-day management of building operations is challenging enough—even without the responsibilities of purchasing, managing, and controlling MRO product and inventory needs to support maintenance activities. Grainger's Inventory Solutions are designed to help streamline processes, optimize inventory, save time, reduce the possibility of costly delays and improve productivity.

Solutions include:

**Inventory-Scan**

Grainger Inventory-Scan utilizes scanning technology to help customers streamline their ordering processes through a dedicated self-managed inventory program (aka customer managed inventory, or Customer Managed Inventory). Grainger provides scanning hardware, initial barcode labels for stock locations, and assistance with implementation. After which the customer is responsible for inventory monitoring, scanning and ordering, as well as product put-away. The features of this solution include:

- True point and click order management
- A turnkey, web-based customer self-managed ordering solution
- Easy-to-use scanner with a single bar code reading system to easily automate ordering
- Orders automatically upload into the Grainger system and can be routed for final approval
- Online reporting that provides instant access to purchase order history

**KeepStock<sup>SM</sup>**

Grainger KeepStock<sup>SM</sup> is a turnkey vendor-managed inventory (VMI) solution, where a Grainger employee helps customers reduce inventory management cost and gain operating efficiencies by performing on-site customer services and product replenishment functions for Grainger products. Grainger provides scanning hardware, initial barcode labels for stock locations, and assistance with implementation. Weekly, bi-monthly or monthly visits to specified inventory locations are then completed based on customer needs.

KeepStock<sup>SM</sup> utilizes the same web-based technology as Inventory-Scan, offering order notification via email and approval workflow options. Grainger products are delivered



directly to the customer's location and staged for put away by a Grainger employee. In some select markets, product is delivered via a Grainger owned vehicle at the time of putaway. The key features of this solution include:

- A turnkey, web-based vendor managed ordering solution
- Inventory monitoring, ordering and replenishment by a Grainger professional Work flow options enabling orders to be routed for approval before submittal
- Grainger products delivered to customers' locations and put away

#### **On-Site Specialist**

The On-Site Specialist solution provides a Grainger professional at the customer's site for a specified amount of time, up to 40 hours per week. The On-Site Specialists work directly with end users to identify Grainger products, including working off purchase requisitions/orders to cross-reference items, and/or coordinating Grainger resources to identify Grainger catalog product solutions for customers. The specialist also assists by providing order placement directly into Grainger's system as well as dedicated customer service related to invoice inquiries, product returns and order expediting. the On-Site Specialist will also typically handle any KeepStock<sup>SM</sup> tasks, if implemented at the customer location.

#### **Please note:**

\*Eligibility for Inventory Solutions is subject to certain qualifying criteria and may require an on-site assessment at customer site to be conducted by Grainger's Consulting Services group.

Further information regarding Inventory Solutions is available upon request.

Please see **Exhibit S, Grainger inventory Solutions**, for further details.

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### **Green Products (Sustainability)**

#### **Overview**

Grainger maintains a proactive approach to environmental commitment. Long concerned about protecting the environment, Grainger has used soy ink for 10 years to produce our catalog. Grainger was also one of the first companies to participate in the EPA's Green Lights Program. As a distributor, Grainger has found ways to support environmental sustainability within its operations, product offerings and building designs.

Grainger participates in recycling programs for cardboard, paper, and batteries. City of Tucson and Participating Public Agencies will be able to return used lead/acid batteries to be recycled, keeping them out of landfills. An energy-efficient building design limits and controls heating, cooling and lighting usage in many of our warehouses and showrooms.



### **Packaging**

Doing things right the first time is a principle that applies to issues such as quality and customer service. This principle applies even more to the environmental discipline, where inadvertent mistakes can cause significant negative impacts. Grainger continually evaluates all of its business practices in an effort to minimize and/or eliminate any negative environmental impact. To that end, Grainger has made the following packaging materials decisions:

- Eliminate the use of "foam peanuts" and other foam packaging materials
- Use "bubble rap" only when shipped product integrity must be maintained and normal paper based dunnage will not suffice.
- The primary dunnage to be used is brown, unbleached "Kraft" recycled paper.
- Shrink-wrap made of Polyolifins is used in a limited manner on skid quantities only.

### **General Catalog Green Products** (Environmentally Friendly)

We also offer many of the products and services customers need to manage their own environmental programs. Grainger offers solutions that are recognized as ENERGY STAR®, Green Seal Certified, containing Recycled Content, and NEMA Premium™.

In 2008, Grainger began building all new facilities to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards. As of December, 2008, three (3) new branches received LEED-Gold certification.

Grainger is constantly looking for new ways to further implement sustainable practices within our own operations as well as finding ways to support our customers' sustainability initiatives.

### **Recycling**

Grainger's Recycling Services are designed to provide a convenient and efficient means to dispose of lamps, ballast, and dry type batteries. Two programs are available; the "kit program" designed for small quantities and convenience, and the "bulk program", an economical approach for larger quantities. Both programs provide a "hands off" approach that allows for the proper tracking and documentation through "certificate of reclamation" each time products are received and recycled.

Special containers are provided and used to collect the spent products. When these containers are filled to capacity, the recycler will be contacted for pick up. The product is taken to the recycling center where a count and inventory are taken of the product. The product is then recycled and needed information is entered into a database that will provide a permanent file along with the certificate, which is sent to the University.

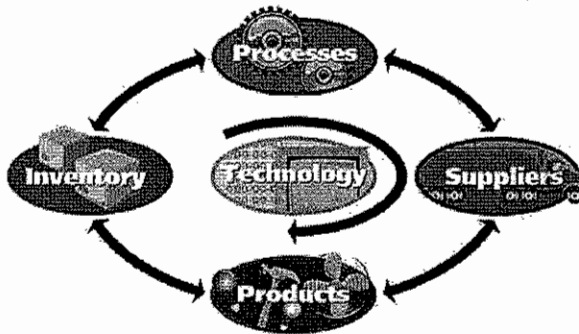
A Material Safety Data Sheet (MSDS) is required to be produced by manufacturers and importers of chemical products for each hazardous chemical they produce or import. Employers in the United States are also required to have a MSDS in the workplace for each chemical that they use. Grainger supplies MSDS for all shipped products requiring a MSDS. An MSDS is also available upon request for will-call/counter orders or online at Grainger.com.



### Consulting Services

**Grainger Consulting Services** engages with customers to evaluate their MRO Supply Chain. This evaluation utilizes a strategic framework of identified cost drivers to benchmark and provide ideal and cost effective solutions. This strategic framework of cost drivers focuses on:

- Process
- Inventory
- Supplier
- Product
- Technology



The engagement utilizes a proven methodology made up of Baseline Analysis, Strategy Development and Solution Execution.

The Baseline Analysis identifies the behaviors displayed in the procurement and retention of MRO supplies including but not limited to interaction of current processes and systems, inventory and spend dynamics, and product mix and usage patterns. This Baseline Analysis becomes the foundation for establishing a Continuous Improvement program. For further information regarding the projected cost savings practices related to the Baseline Analysis, please see Section 6.2.16(xiv).

A typical scope of work involves the following:

- Process mapping of identified current MRO Supply Chain processes. A key point here is the focus on the whole MRO Supply Chain process from the time a need is identified by a maintenance tech through payment. Some examples of these processes are spot buy and / or inventoried purchases.
- Analysis of inventory dynamics such as value, aging, activity, criticality, and location
- Analysis of spend dynamics identifying supplier utilization, procurement / payment methods, and product mix
- Assessments based on specific customer objectives. Examples are energy, safety, and cleaning

Based on this analysis, strategy and recommendations are developed. These recommendations focus on purchasing process improvement, stockroom and inventory management, and total cost savings programs. Once the Baseline Analysis and Projects are mutually agreed upon, Solution Execution begins.

Based on project prioritization, a master plan identifying sub projects is developed. Specific sub project plans are created identifying milestones, stakeholders, and project dependent specific steps. In Solution Execution, projects are managed to completion with an identified handoff of ownership to the client for continuous improvement. Contract and Project performance are



reviewed on a mutually agreed upon schedule. Grainger utilizes a quarterly business review process (QBR) to monitor performance and continuous improvement initiatives. The frequency of the business review can be modified based on the needs of the customer. The local Sales and Services Team will conduct these reviews with support from appropriate Grainger resources representing their projects, including but not limited to, Grainger Consulting Services.

Please see **Exhibit T** for an overview of Grainger Consulting Services, an article detailing Grainger's work with the University of Pittsburgh, a Sample Consulting Services Project Proposal and a sample process map.

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### Cost Savings

Process savings opportunities for those customers who have implemented Grainger Consulting Services recommendations are generally as follows:

|                                  |                   |
|----------------------------------|-------------------|
| Process Improvements             | on average 20-30% |
| Inventory Optimization           | on average 25-35% |
| Product / Supplier Consolidation | on average 10-20% |

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### Regional Program Managers (Safety, Janitorial)

Grainger's team of Regional Safety and Janitorial Program Managers bring category expertise, cost-savings proposals, and program standardization strategies to our customers. Your assigned Regional Program Manager will direct Supplier Representatives and/or local Grainger Account Managers to your facilities for selection of appropriate product use and subsequent training. Use of the Regional Program Manager team helps maximize supplier engagement to drive proper product mix and contract compliance through use of on-site surveys, product use analysis and product standardization.

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### eCommerce

By offering access to products through a variety of electronic channels, Grainger can offer customers fast and easy access to facilities maintenance products:

- **Direct connections to customers' Enterprise Resource Planning (ERP) systems**  
Grainger offers the ability to integrate its catalog and buying process with customers' purchasing and ERP systems.
- **Grainger.com** – Grainger's website was the first transaction-capable Internet site in the facilities maintenance industry.
- **Electronic data interchange (EDI)** – Through EDI transactions Grainger can receive orders, send order acknowledgements, create invoices and receive payments from customers.



- **Electronic marketplaces** – Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards.

Overall, Grainger is well positioned to support today's e-commerce market and to continue to be an innovator in the MRO market servicing the City of Tucson and Participating Public Agencies. With its eCommerce capabilities and its distribution support, the City of Tucson and Participating Public Agencies may choose to call, fax, walk-in, place orders over the Internet through [Grainger.com](http://Grainger.com), place an EDI orders or order through a procurement solution and be confident they are receiving the customer service Grainger has built its business on for more than 80 years.

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### Safety Services

Grainger is committed to safety education and awareness and is a proud member of:

- National Safety Council (NSC)
- Safety Equipment Distributors Association, Inc.
- Voluntary Protection Program Participants' Association

As one of the largest safety products distributors in North America, Grainger has resources, products and programs available to assist the City of Tucson and Participating Public Agencies with the following:

- Facility Safety
- Injury Prevention
- Equipment Safety
- Emergency Operations

Please click on the link below to view details for each of the categories mentioned above online at Grainger's Safety Resource Center:

[Grainger Safety Resource Center](#)

Grainger has formed strategic relationships with key General Catalog Safety manufacturer and supplier representatives, such as Aearo, Miller, UVEX, MSA, 3M and North Safety, among others, for customer facility and product surveys along with Safety seminar and training programs. Please see **Exhibit R, Safety Seminars and Training (Occupational Health and Safety Value-Added Education)**, for further details.

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**"On The Job"** – Grainger's "On The Job" Webinars are a series of free monthly sessions, hosted by Grainger and often featuring keynote speakers from noted organizations to provide actionable business insight to our customers. Recent topics have included:

**Tab 2**  
**Scope of Services**



- OSHA; What's New in 2009
- Green Building 101
- Ergonomics & The Aging Workforce
- eCommerce Solutions for MRO Procurement
- Occupational Noise Exposure
- Environmental Labeling & Going Green in a Weak Economy
- Are You Prepared? Stay or Go?
- Small Business & Safety

Please see **Exhibit U, Grainger On The Job**, for further details.

A sampling of Grainger's Safety products and brands:

| Product Categories                       | Range of Products                                                                                                                           | Brands                                                                                                               |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Personal Protection                      | Head, eye, face & feet protection, hearing protection, respiratory protection, fall protection, welding face shields & curtains             | 3M, Aearo, Miller, MSA, North, Rainfair, Sellstrom, Uvex, Willson                                                    |
| Ergonomics                               | Support wearables, furniture, anti-vibration gloves, hand tools, portable lifts and trucks, hydraulic hand trucks                           | Anglo American, BT Pallet Jack, Dayton, Edsal, Ergodyne, Safco, T & S Equipment, WIHA, Werner Ladder, Wesco Mfg. Co. |
| Hazmat Storage & Handling                | Safety cans, safety storage cabinets, drum handling equipment                                                                               | Dayton, Eagle, Justrite, Neptune Mixer Co, T&S Equip, Valley Craft, Wagner, Casters & Wheels, Wesco Mfg Co           |
| Spill Control                            | Spill containment products, spill control/absorbents, drums                                                                                 | Eagle, Justrite, Oil Dri, SPC                                                                                        |
| Fire Protection                          | Fire Extinguishers, smoke & CO alarms, fire alarm control panels                                                                            | Brady, Edwards Signaling, Kidde Fymetics                                                                             |
| Industrial Safety/Site Maintenance       | Eye & face wash stations, first aid, water coolers & accessories, lockout/tagout, motion sensors, safety tools, mats, emergency exit lights | Brady, Bradley, Federal Signal Corp., Igloo, LumaPro,                                                                |
| Environmental Monitoring & Gas Detection | Gas monitoring, tubes and detection equipment, CO detectors, calibration products                                                           | BioSystems, Industrial Scientific Corporation, Fluke, MSA, Pelican Products                                          |
| Identification                           | Safety signs, labeling and sign making, traffic safety, safety and security monitors, convex mirrors, brass tags & hand stamps              | Brady, Brossard, C.H. Hanson, Panasonic, Services & Materials                                                        |



### **Grainger Service Provider Network**

Grainger offers Safety Service Programs through our **Grainger Service Provider Network**. the City of Tucson and Participating Public Agencies may choose from a comprehensive package of specialized programs designed to help the City of Tucson and Participating Public Agencies manage their health, safety and environmental needs. Grainger's Service Providers will work directly with the City of Tucson and Participating Public Agencies to understand their needs and provide the best solution.

Benefits include:

- Working directly with industry-specific experts
- Ongoing support for City of Tucson and Participating Public Agencies safety needs
- Maximizing the benefits of City of Tucson and Participating Public Agencies safety products

Grainger will refer City of Tucson and Participating Public Agencies directly to the service specialist to fulfill their needs. The City of Tucson and Participating Public Agencies may contact their local Account Manager or local branch personnel for further details.

### **Key Safety Services programs, offered through Grainger's Service Provider Network:**

Grainger offers Safety Services through its through Service Provider Network, as follows:

- Calibration, repair and maintenance service on safety equipment (gas detection instruments, respiratory equipment, hygiene equipment and more)
- Typical turnaround time of five (5) days
- Rental of safety equipment available

#### **➤ Facility Labeling and Sign marking**

Grainger offers Facility Labeling and Sign marking through its through Service Provider Network, to help the City of Tucson and Participating Public Agencies achieve compliance and create a more visually instructive workplace. Facility Labeling and Sign marking includes, but is not limited to, services for:

- Safety signs
- Pipe, tank & vessel marking
- Lockout/tagout equipment



➤ **Prescription Safety Eyewear Program**

Grainger's Prescription Safety Eyewear Program offers a cost-effective way to provide the City of Tucson and Participating Public Agencies with quality, prescription safety eyewear. AO Safety®, our Grainger Service Provider, can design a program to fit the City of Tucson and Participating Public Agencies specific needs and suggest a variety of options for program administration.

➤ **Safety Shoes**

Grainger offers a wide range of safety work shoes and boots which meet industry safety standards, including metatarsal, composite toe, static dissipative, puncture resistant and electrical hazard footwear.

➤ **Facility and product surveys**

Grainger's General Catalog manufacturers and suppliers offer a wide range of facility audits, evaluations and surveys including:

- Work Platform & Ladder Evaluation
- Confined Space Analysis
- Emergency Eyewash & Drench Shower Evaluation
- Matting: Ergonomic & Slip Prevention Walk-Thru
- Hand Protection Utilization Analysis
- First Aid Station Audit & Evaluation
- Safety Storage: Hazardous & Flammable Liquid Audit
- Site Evaluation – Utilization of Safety Coatings (Anti-Slip, Reflective, Glow-In-The-Dark)

➤ **OSHA certification and training programs**

Through its General Catalog manufacturers and suppliers, Grainger offers non-fee based training to assist the City of Tucson and Participating Public Agencies with OSHA compliance and fee-based training to assist with OSHA certification. Costs may vary by manufacturer, type of training and number of attendees, among other factors.

**TripleGuard Warranty**

Grainger offers customers the opportunity to purchase a TripleGuard Warranty on selected items designated with the Grainger TripleGuard icon checkmark in Grainger's General Catalog. The TripleGuard Warranty adds two full years of protection after the manufacturer's warranty expires, with no lapse in coverage. Typically, the extended Warranty is less than the cost of one average, and often unexpected, repair.



## **Tab Three**

### **National Contract Requirements**



## 1. SUPPLIER COMMITMENTS

The successful Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### A. Corporate Commitment

Supplier commits that (1) the Master Agreement (which is the legal agreement executed between the City and the Supplier) has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is the Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

### B. Pricing Commitment

~~Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement.~~

The prices offered to the City of Tucson and Participating Public Agencies for all purchases made under this agreement shall be as low as those currently charged to Grainger's most favored customer for comparable products and quantities under similar terms and conditions. Additional discounts are available to certain Grainger customers based on volume guarantees.

### C. Sales Commitment

Supplier commits to aggressively market the Master Agreement as its "go to" market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

## 2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter and execute the National Intergovernmental Purchasing Alliance Administration Agreement with National IPA concurrently upon award with the Principal Procurement Agency Master Agreement before services can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

**Please note:** Grainger has reviewed and included some questions and comments within the National IPA Administrative Agreement for review and negotiation.



### 3. ESTIMATED VOLUME

The City of Tucson anticipates spending approximately \$500,000 annually on MRO supplies. The dollar volume of supplies purchased under the contract is estimated to be \$25 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

### 4. MARKETING AND ADMINISTRATIVE SUPPORT

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing public agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

~~Contractors are required to pay an administrative fee based on a minimum of 2.5% of actual sales under the Contract.~~ The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

*Please see Grainger's Price Proposal for details regarding Grainger's offer to pay an administrative fee to the National IPA.*

## **Tab Four**

### **Instructions to Offerors**



## Instructions to Offerors

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Master Agreement or Contract:** The legal agreement executed between the City and the Supplier/Contractor/Consultant. The Master Agreement/Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Supplier/Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and are responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.



5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
  - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** Original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the**



**Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

**Tab Four**  
**Instructions to Offerors**



- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services.
- 21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions is modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.



## **Tab Five**

### **National Intergovernmental Purchasing Alliance Administration Agreement**

#### **Exceptions**

**Please see Grainger's marked copy of the Intergovernmental Purchasing Alliance Administration Agreement reflecting Grainger's proposed changes and questions.**

**Tab Six**  
**Standard Terms and Conditions**



**Tab Six**  
**Standard Terms and Conditions**



### Standard Terms and Conditions

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the

case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in



writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.
- The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.
- The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services



required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

**37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

**38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

**39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by either party, mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. ~~The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.~~

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which



funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

**Tab Seven**  
**Special Terms and Conditions**



**Tab Seven**

**Special Terms and Conditions**



## Special Terms and Conditions

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's

Department of Procurement is eligible to participate in any subsequent Contract. See [www.tucsonprocurement.com](http://www.tucsonprocurement.com) and click on Cooperatives for a list of the public agencies that have

currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See

<http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance, Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

**Cities. Towns. Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE

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**Special Terms and Conditions**



CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY, SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9

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**GRAINGER**

FOR THE ONES WHO GET IT DONE

COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3

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Special Terms and Conditions



SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.
9. **INSURANCE:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at

**Tab Seven**  
**Special Terms and Conditions**



that time submit an original copy of the Certificate of Insurance, for public liability insurance of \$1,000,000 (combined single limit) for bodily injuries, and \$100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.



## **Tab Eight**

### **Signed Amendments**

**GRAINGER®**

FOR THE ONES WHO GET IT DONE

**Tab Nine**

**Copy of the entire RFP document**



## Price Proposal

Grainger provides the following Price Proposal as required in the Proposal Evaluation Requirements, Section B and the Scope of Services, Section 3 of the City of Tucson's Request for Proposal Number 090188.

The included multi-tiered Price Proposal has been developed to address the needs of the City of Tucson and qualified Participating Public Agencies.

### I. Customer Specific Price Program ("CSP")

**Grainger has developed a Customer Specific Price Program to meet or exceed the needs of the City of Tucson, National IPA and Participating Public Agencies.**

- A) **Core List Program** – Grainger has developed a Core List consisting of those 700 items as included in Exhibit 1 that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. The top 200 purchased products from each segment have been identified, thus creating a list of 600 items. Additionally, Grainger has included 100 of the most requested 3<sup>rd</sup> party certified "green" products. This creates a comprehensive Core List consisting of 700 of the most frequently purchased items.

The Core List net prices will be held firm for 12 months from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on a semi-annual basis to assure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to insure that the City of Tucson and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

- B) **Lamps and Ballasts Program** - In addition to the Core List Program, Grainger offers a Lamps and Ballast Program structured to offer competitive discounts and pricing to the City of Tucson and Participating Public Agencies. Individual net prices of lamps and ballasts included in the Core List, and designated discounts as described below, for all other lamps and ballasts products will be held firm during the initial Contract Year. Prior to the end of each Contract Year, Grainger, the City of Tucson and National IPA will review and adjust the Lamps and Ballasts Program items, prices and discounts.

➤ **GE Lighting**

- ✓ 79.5% off current manufacturer List Price
- ✓ Netted prices on specific high usage SKUs
- ✓ All other excluded SKUs will receive 10% off the Grainger "each" price.

➤ **Advance Lighting**

- ✓ 81.5% off current manufacturer List Price – Electronic
- ✓ 76% off current manufacturer List Price – Fluorescent
- ✓ 76% off current manufacturer List Price – HID



- C) **Customer Specific Pricing (CSP)** – In addition to the Core List Program, Grainger will offer additional competitive discounts and pricing in those cases where the City of Tucson and/or Participating Public Agencies make high volume and/or repetitive product purchases.

- II. **General Catalog and Product Category Discount Programs-** In addition to the Customer Specific Pricing Program, Grainger offers a range of deeper discounts for the following product categories as well as a discount for the balance of General Catalog items. These discount programs are designed to assist the City of Tucson and Participating Public Agencies with their unplanned purchases by providing them with competitive pricing for those items they buy less frequently but for which overall purchases add up.

#### Product Category Discounts

- **Motor Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of twenty-eight percent (28%) off of the Grainger Catalog "each" price, as found on [www.grainger.com](http://www.grainger.com), for specific electric motor, power transmission, engines and generators ("Motors") Products.
- **Air Filters Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of forty-five percent (45%) off of the Grainger Catalog "each" price, as found on [www.grainger.com](http://www.grainger.com), for specific air filter ("Air Filters") Products.
- **Cleaning Supplies Program** - This Program offers The City of Tucson and Participating Public Agencies a discount of eighteen percent (18%) off of the Grainger Catalog "each" price, as found on [www.grainger.com](http://www.grainger.com), for specific chemical, mop, broom, and brush ("Cleaning Supplies") Products.
- **Tools Program** - This Program offers The City of Tucson and Participating Public Agencies the following discounts off of the manufacturer's current list price, except as otherwise provided:

|                       |     |
|-----------------------|-----|
| DeWalt Tools          | 48% |
| Milwaukee Tools       | 46% |
| Proto                 | 55% |
| Stanley               | 52% |
| DeWalt Accessories    | 38% |
| Milwaukee Accessories | 35% |
| Blackhawk by Proto    | 45% |
| Westward              | 60% |

- **General Catalog** - Grainger will offer ten percent (10%) off the Grainger Catalog "each" price as found on [www.grainger.com](http://www.grainger.com). This Price Proposal guarantees a ten percent (10%) firm discount for General Catalog items for the term of the Agreement.



### **III. Grainger Product Sourcing**

The City of Tucson and Participating Public Agencies are able to purchase through Grainger's Sourcing arm, which reaches out to Grainger's network of non-catalog suppliers to provide access to over five million additional products. The pricing and discounts set forth above do not apply to items purchased through Grainger's Sourcing arm. Pricing will be quoted on a case-by-case basis. Grainger Sourcing Terms and Conditions apply to any Sourced Products purchases. Please see Exhibit E, Grainger Sourcing Terms and Conditions, submitted with Grainger's technical proposal under separate cover.

### **IV. Prepaid Freight Program**

Grainger offers the City of Tucson and Participating Public Agencies pre-paid freight on all standard ground shipments. Title transfers to the City of Tucson and Participating Public Agencies at time of delivery, FOB Destination. Other terms apply to Alaska, Hawaii, export orders, and for orders placed for Sourced Products. Any extra charges incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, must be paid by the City of Tucson or the Participating Public Agency.

### **V. Administrative Fees for Grainger Direct Purchases**

Grainger will provide National IPA an Administrative Fee of two percent (2%) on all Direct Purchases ("Direct Purchase Administrative Fee"). Direct Purchases are those purchases the City of Tucson and/or Participating Public Agencies make directly from Grainger, under a resulting Agreement, and which include the total net invoice price, less freight, taxes, returned products, and credits. Grainger will calculate the Direct Purchase Administrative Fee amount quarterly and provide the Administrative Fee payment within forty-five (45) days from the end of the quarter. Grainger will include a quarterly Direct Purchase Administrative Fee report within forty five (45) days from the end of the quarter.

### **VI. eCommerce Administrative Fee for Grainger Direct Purchases**

In addition to the Administrative Fees referenced above, National IPA will be eligible to receive an eCommerce Administrative Fee of one percent (1%) in the event that total eCommerce Direct Purchases constitute more than fifty Percent (50%) of the total annual cooperative spend. eCommerce Direct Purchases include those purchases the City of Tucson and/or Participating Public Agencies make directly from Grainger on [www.grainger.com](http://www.grainger.com) or via an approved punchout platform, under a resulting Agreement, which include the total net invoice price, less freight, taxes, returned products, and credits. Grainger will calculate the eCommerce Administrative Fee, if applicable, annually and provide any such eCommerce Administrative Fee payment within forty five (45) days from the end of each Contract Year. Grainger will include an annual eCommerce Administrative Fee report, if applicable, within forty five (45) days from the end of each Contract Year.

**GRAINGER**

| Line # | CATEGORY          | GRANGER MATERIAL | DESCRIPTION                               | BRAND NAME                      | BRAND NAME PART NUMBER | GRANGER DATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|--------|-------------------|------------------|-------------------------------------------|---------------------------------|------------------------|----------------------------|------------------|-------------|---------------|----------|
| 1      | HVAC & PNEUMATICS | 5A042            | Wind Tower Fan                            | LASKO METAL PRODUCTS            | 9215                   | \$102.30                   | \$ 52.94         |             |               |          |
| 2      | JANITORIAL        | 4DA37            | Floor Finish, 5 G                         | RAMSEY COMPANY                  | 3175789                | \$143.15                   | \$ 73.25         |             |               |          |
| 3      | OTHER             | 4XT151           | Bulletin Board Cork Enclosed              | ACCO BRANDS USA LLC             | 2124                   | \$445.25                   | \$ 335.13        |             |               |          |
| 4      | JANITORIAL        | 5XL57            | Linear Abr46in PK125                      | PITT PLASTICS INC               | RX-482                 | \$48.40                    | \$ 12.13         |             |               |          |
| 5      | LIGHTING          | 4PL15            | Lamp F328/S35/Eco                         | GENERAL ELECTRIC LIGHTING       | 26667                  | \$2.44                     | \$ 1.19          |             |               |          |
| 6      | JANITORIAL        | 3JL82            | Linear A0446 PK100                        | PITT PLASTICS INC               | 3JL82                  | \$66.85                    | \$ 26.18         |             |               |          |
| 7      | JANITORIAL        | 5XL54            | Linear Abr36in PK250                      | PITT PLASTICS INC               | RX-371                 | \$43.05                    | \$ 10.84         |             |               |          |
| 8      | P-LUBMING         | 1PX54            | Roll Towel Dispenser                      | GEORGIA PACIFIC CONSUMER PRODS  | EZ39L_99               | \$58.60                    | \$ 28.35         |             |               |          |
| 9      | OTHER             | 4HE85            | Water Cooler & Gph                        | ELKAY SALES INC.                | UT188-2HDV-A-HG        | \$984.00                   | \$ 340.43        |             |               |          |
| 10     | OTHER             | 6T332            | Locker,Ventilated                         | HALLOWELL, DIV LIST INDUSTRIES  | 6T332                  | \$355.25                   | \$ 166.28        |             |               |          |
| 11     | OTHER             | 4HE85            | Microwave,Commercial,Digital Timer        | GRAINGER GLOBAL SOURCING        | 6T392                  | \$357.75                   | \$ 261.12        |             |               |          |
| 12     | JANITORIAL        | 3JL63            | Linear A2.8x4in PK100                     | PITT PLASTICS INC               | 3JL63                  | \$102.40                   | \$ 29.09         |             |               |          |
| 13     | HVAC & PNEUMATICS | 4YN29            | AC Portable 23300btuh                     | DENSO SALES CALIFORNIA IN       | OFFICE PRO24           | \$5,555.00                 | \$ 3,477.11      |             |               |          |
| 14     | JANITORIAL        | 3WE16            | Pressure Washer                           | MIL-M CORPORATION               | GC-3504-0NH8           | \$2,267.00                 | \$ 1,272.31      |             |               |          |
| 15     | HVAC & PNEUMATICS | 5W821            | Cartridge Filter, Single Header 24x24x12  | FILTRATION GROUP INC            | 5W821                  | \$127.70                   | \$ 94.56         |             |               |          |
| 16     | LIGHTING          | 3VK17            | Lamp F340WS/Wsp/Eco                       | GENERAL ELECTRIC LIGHTING       | 23010                  | \$1.93                     | \$ 0.68          |             |               |          |
| 17     | OTHER             | 1VEK9            | Broadcast Spreader,Push 125 Lb Cap        | AGRI-FAB                        | 45-3210                | \$257.50                   | \$ 164.71        |             |               |          |
| 18     | ELECTRICAL        | 3EA98            | Extension Cord 25ft                       | GRAINGER GLOBAL SOURCING        | 3EA98                  | \$12.59                    | \$ 7.30          |             |               |          |
| 19     | TOOLS             | 1DL14            | Diagonal Plier w/Cutter,9 In-2 Jaw        | COOPER TOOLS - HAND TOOLS       | PSS429C                | \$16.78                    | \$ 11.13         |             |               |          |
| 20     | SAFETY            | 4WV18            | Glove,Nylon Liner,White/Gray,Size 9 Pl    | ANSSELL PROTECTIVE PRODUCTS INC | 205572                 | \$5.83                     | \$ 2.95          |             |               |          |
| 21     | OTHER             | 5HA95            | Clock Quartz Round                        | GENEVA CLOCK COMPANY            | 3860EQ                 | \$33.30                    | \$ 8.28          |             |               |          |
| 22     | JANITORIAL        | 5W625            | Scrap Hand,800 MI PK6                     | GOJO INDUSTRIES                 | 9756-05                | \$50.00                    | \$ 21.24         |             |               |          |
| 23     | SAFETY            | 4DA83            | Communications System                     | MINE SAFETY                     | 10363668               | \$306.00                   | \$ 227.63        |             |               |          |
| 24     | HVAC & PNEUMATICS | 4TM52            | AC Portable, 11800btuh                    | DENSO SALES CALIFORNIA IN       | OFFICE PRO 12          | \$4,428.00                 | \$ 2,807.15      |             |               |          |
| 25     | LIGHTING          | 6XT75            | Lamp F328/S35/Eco                         | GENERAL ELECTRIC LIGHTING       | 42064                  | \$4.30                     | \$ 1.74          |             |               |          |
| 26     | OTHER             | 4YX97            | Truck Hand Pallet                         | GRAINGER GLOBAL SOURCING        | 4YX97                  | \$734.00                   | \$ 344.27        |             |               |          |
| 27     | OTHER             | 2CV64            | Bulletin Board Cork 48xH72Wx2 1/4D        | ACCO BRANDS USA LLC             | 2367                   | \$961.50                   | \$ 300.06        |             |               |          |
| 28     | OTHER             | 5W645            | Truck,T112 1/2 Cu Yd                      | RUBBERMAID COMMERCIAL PRODUCTS  | 04600GRAY              | \$3,102.00                 | \$ 1,242.41      |             |               |          |
| 29     | OTHER             | 4EU71            | Scissor Lift,Electric,5m 1000Lb           | JLG INDUSTRIES INC              | 2646E5                 | \$20,924.00                | \$ 16,179.69     |             |               |          |
| 30     | JANITORIAL        | 5W007            | Dolly Round 24-55 G                       | RUBBERMAID COMMERCIAL PRODUCTS  | 264000BLA              | \$69.45                    | \$ 25.76         |             |               |          |
| 31     | JANITORIAL        | 1DM63            | Restroom Cleaner Multi Purpose System     | KAYAC, INC.                     | KV17500                | \$3,771.00                 | \$ 2,934.69      |             |               |          |
| 32     | OTHER             | 4EU66            | Lift Personnel,CA157.5in,Work H47FLDC     | JLG INDUSTRIES INC              | 4TAM-D0C               | \$10,674.00                | \$ 8,559.50      |             |               |          |
| 33     | SAFETY            | 3AY79            | Radio 2 Way,1 W/Uhf                       | MOTOROLA INCORPORATED           | CU1410BKV4AA           | \$196.25                   | \$ 142.41        |             |               |          |
| 34     | HVAC & PNEUMATICS | 3WE10            | Window Room A/C                           | FRIEDRICH AIR COND. CO.         | SL36                   | \$1,675.00                 | \$ 1,196.29      |             |               |          |
| 35     | OTHER             | 3WY111           | Table,Folding,30x58 In                    | KRUEGER INTERNATIONAL, INC.     | NH-8                   | \$208.75                   | \$ 105.29        |             |               |          |
| 36     | LIGHTING          | 6V711            | Lamp,MV4175/U/Med                         | GENERAL ELECTRIC LIGHTING       | 18902                  | \$42.00                    | \$ 14.34         |             |               |          |
| 37     | HVAC & PNEUMATICS | 4TM51            | AC Portable, 13200btuh                    | DENSO SALES CALIFORNIA IN       | CLASSIC PLUS 14        | \$4,041.00                 | \$ 2,370.90      |             |               |          |
| 38     | SAFETY            | 6N401            | Barrier,Crowd Control,438in,Black&White   | LAWRENCE METAL PRODUCTS         | 880B-T1-3STD           | \$207.00                   | \$ 127.21        |             |               |          |
| 39     | HVAC & PNEUMATICS | 2W233            | Plated Filter 20x25x2                     | FILTRATION GROUP INC            | 130202932              | \$8.91                     | \$ 2.96          |             |               |          |
| 40     | OTHER             | 5UR90            | Canva Reflective,36 In                    | JACKSON SAFETY, LLC             | 3012745                | \$34.50                    | \$ 17.76         |             |               |          |
| 41     | OTHER             | 4VW65            | Spreader                                  | EARTHWAY PRODUCTS, INC.         | 2170                   | \$205.00                   | \$ 156.76        |             |               |          |
| 42     | P-UBMING          | 1CVX1            | Water Cooler,8 GPH,Wall Mount,ADA         | HALSEY TAYLOR                   | 8240081683_99          | \$659.00                   | \$ 360.94        |             |               |          |
| 43     | SAFETY            | 1TDS8            | Lockout Padlock,Plastic,Red,1 Key         | MASTER LOCK COMPANY             | 4056R                  | \$16.73                    | \$ 7.38          |             |               |          |
| 44     | SAFETY            | 5AB31            | Safety Cabinet,Can                        | EAGLE MFG CO                    | CRA-P44                | \$1,625.00                 | \$ 730.36        |             |               |          |
| 45     | OTHER             | 2HEJ7            | Linear Cart,Plastic 47x28 1/2x26 1/2 Blue | ROYAL BASKET TRUCKS             | R48BLBPA               | \$834.00                   | \$ 447.64        |             |               |          |
| 46     | LIGHTING          | 2V658            | Lamp,MV400UJ 400 W                        | GENERAL ELECTRIC LIGHTING       | 43828                  | \$24.22                    | \$ 9.72          |             |               |          |
| 47     | OTHER             | 1AE64            | Assembled Locker,W54,D 24,H 78,Parchment  | HALLOWELL, DIV LIST INDUSTRIES  | U3848-1A-PT            | \$694.50                   | \$ 327.80        |             |               |          |
| 48     | LIGHTING          | 5U053            | Battery,Lantern,6 V                       | SPECTRUM BRANDS, INC DBA RAYOV  | 5V-GP                  | \$199.50                   | \$ 90.96         |             |               |          |
| 49     | SAFETY            | 3TY22            | Sign,ExtraTxs,Exit (Single-Sided)         | BRADY WORLDWIDE, INC.           | 90639                  | \$191.50                   | \$ 90.96         |             |               |          |
| 50     | P-UBMING          | 5W416            | Drinking Fountain                         | HALSEY TAYLOR                   | 74025076000_99         | \$146.00                   | \$ 99.48         |             |               |          |
| 51     | OTHER             | 7D382            | Shedding,Commercial                       | RESERVED - 7 COMBINATIONS       | 4TX44                  | \$113.43                   | \$ 55.93         |             |               |          |
| 52     | OTHER             | 5JT61            | Locker,1 Tier,3 Frame                     | LYON WORKSPACE PRODUCTS         | PPS1023                | \$653.00                   | \$ 324.25        |             |               |          |
| 53     | HVAC & PNEUMATICS | 4C-H63           | Fan,Pedestal,18 In                        | LASKO METAL PRODUCTS            | 9119                   | \$95.30                    | \$ 26.62         |             |               |          |
| 54     | LIGHTING          | 4Z235            | Ballast,F260px Lamp                       | PHILIPS LIGHTING ELECTRONICS N  | ICF-2526-H1-LDK        | \$42.15                    | \$ 18.09         |             |               |          |
| 55     | TOOLS             | 4FB56            | Tool Cart,12 Drawer                       | WATERLOO INDUSTRIES, INC.       | 4FB56                  | \$1,198.00                 | \$ 557.40        |             |               |          |
| 56     | HVAC & PNEUMATICS | 1AN27            | Air Circulator,20 In Pedestal Mount,115v  | GRAINGER GLOBAL SOURCING        | 1AN27                  | \$162.00                   | \$ 122.92        |             |               |          |
| 57     | HVAC & PNEUMATICS | 4CH64            | Fan,Wall,18 In,3 Snd                      | LASKO METAL PRODUCTS            | 9018                   | \$77.50                    | \$ 31.61         |             |               |          |
| 58     | P-UBMING          | 4DU61            | Fan,Fountain,54 In Wide,Sent Circular     | BRADLEY FIXTURES CORP.          | S93-330                | \$4,899.00                 | \$ 3,709.45      |             |               |          |
| 59     | TOOLS             | 4GA70            | Battery,16.0 V,2.1 Ah                     | BLACK & DECKER-TOOLS & ACCESSO  | GC9096                 | \$94.79                    | \$ 89.45         |             |               |          |
| 60     | HVAC & PNEUMATICS | 2W235            | Plated Filter,24x24x24                    | FILTRATION GROUP INC            | 13024242               | \$9.97                     | \$ 3.34          |             |               |          |
| 61     | OTHER             | 4HA88            | Locker, Assembled                         | HALLOWELL, DIV LIST INDUSTRIES  | U3228-1A-PT            | \$486.50                   | \$ 228.88        |             |               |          |
| 62     | LIGHTING          | 2FTJ1            | Fluorescent Lamp,T8 F28T8XLS/SPX41/ECO    | GENERAL ELECTRIC LIGHTING       | 72865                  | \$5.95                     | \$ 2.18          |             |               |          |
| 63     | SAFETY            | 6V555            | Smoke Alarm,DC,Lithium Battery,w/Silence  | BRK BRANDS, INC.                | FG250L-B-WWG           | \$33.70                    | \$ 9.36          |             |               |          |
| 64     | LIGHTING          | 1W655            | Lamp, F32T8/SP41/US/AN/ECO                | GENERAL ELECTRIC LIGHTING       | 48279                  | \$7.05                     | \$ 1.81          |             |               |          |
| 65     | P-UBMING          | 1W655            | Water Cooler,Wall Mount,7.5 GPH           | ELKAY SALES INC                 | 5HFSABL_99             | \$745.00                   | \$ 470.85        |             |               |          |
| 66     | JANITORIAL        | 1YFC2            | Trash Can Liner,35 L In,Pk 50             | BERRY PLASTICS HOLDING CORPORA  | WX-54660C              | \$76.45                    | \$ 22.41         |             |               |          |
| 67     | OTHER             | 2W604            | Tape,Duct,2 In Width                      | COVANCE ADHESIVES               | 398-2                  | \$11.61                    | \$ 3.56          |             |               |          |
| 68     | JANITORIAL        | 1VPB3            | Trash Can Liner,36 x 60 In,Pk 50          | BERRY PLASTICS HOLDING CORPORA  | WX-54660C              | \$74.85                    | \$ 21.23         |             |               |          |
| 69     | SAFETY            | 3ZC46            | Water Cooler,3 G                          | IGLOO PRODUCTS CORP.            | 431                    | \$43.40                    | \$ 23.21         |             |               |          |
| 70     | SAFETY            | 4DA80            | Mask,Gas-Size Medium                      | MINE SAFETY                     | 10051287               | \$346.75                   | \$ 234.80        |             |               |          |

# Exhibit 1 - Core List

| Line # | CATEGORY          | GRAINGER MATERIAL | DESCRIPTION                                | BRAND NAME                     | BRAND NAME PART NUMBER | GRAINGER CATALOG PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|--------|-------------------|-------------------|--------------------------------------------|--------------------------------|------------------------|------------------------|------------------|-------------|---------------|----------|
| 71     | HVAC & PNEUMATICS | 2W230             | Plated Filter, 16x20x2                     | FILTRATION GROUP INC           | 13016202               | \$6.92                 | \$               | 2.45        |               |          |
| 72     | OTHER             | 1XCR1             | Pallet Rack Beam L 96 In Capacity 7160Lb   | INTERLAKE MEALUX, INC.         | 1850E08600RG44000      | \$60.15                | \$               | 31.06       |               |          |
| 73     | OTHER             | 3LJ56             | Truck, 1/4 Heavy Duty                      | RUBBERMAID COMMERCIAL PRODUCTS | 1025-41                | \$2,870.00             | \$               | 1,244.88    |               |          |
| 74     | HVAC & PNEUMATICS | 4CH71             | Portable Box Fan, 115 V, 20 in, 3 Ssd      | LASKO METAL PRODUCTS           | 9723                   | \$43.15                | \$               | 23.58       |               |          |
| 75     | HVAC & PNEUMATICS | 4CS31             | Fan, Wall, 16 in, 3 Ssd                    | LASKO METAL PRODUCTS           | 9016                   | \$62.65                | \$               | 28.99       |               |          |
| 76     | HVAC & PNEUMATICS | 6B930             | Plated Filter, 20x25x2                     | FILTRATION GROUP INC           | 13220252               | \$14.12                | \$               | 4.27        |               |          |
| 77     | OTHER             | 5Z193             | Truck, Tilt, 2 Cu Yd                       | RUBBERMAID COMMERCIAL PRODUCTS | 103500GRAY             | \$2,603.00             | \$               | 1,056.21    |               |          |
| 78     | JANITORIAL        | 3CE52             | Handwash, 1250ml PK3                       | GOJO INDUSTRIES                | 5161-03                | \$72.25                | \$               | 32.34       |               |          |
| 79     | JANITORIAL        | 5VN52             | Sanitizer, 2000ml PK4                      | GOJO INDUSTRIES                | 2259-04                | \$81.96                | \$               | 48.45       |               |          |
| 80     | HVAC & PNEUMATICS | 4YC58             | Exhaust Vent, 10 In                        | GREENHECK FAN CORPORATION      | 4YC58                  | \$78.75                | \$               | 170.15      |               |          |
| 81     | OTHER             | 1NUP1             | Dry-Erase Board Magnetic, 16x20W/In        | GRAINGER GLOBAL SOURCING       | 1NUP1                  | \$35.10                | \$               | 16.37       |               |          |
| 82     | OTHER             | 1DN16             | Welded Pallet Rack Frame, Light Duty, D 42 | INTERLAKE MEALUX, INC.         | 1E025F144420000000     | \$174.75               | \$               | 78.04       |               |          |
| 83     | SAFETY            | 3PA35             | Cabinet, Paint/Ink                         | EAGLE MFG CO                   | PI-4510                | \$1,560.00             | \$               | 863.45      |               |          |
| 84     | HVAC & PNEUMATICS | 4CE73             | Air Conditioner, Window                    | ELECTROLUX HOME PRODUCTS       | FAS2962                | \$1,178.00             | \$               | 451.39      |               |          |
| 85     | JANITORIAL        | 3U588             | Detergent, Laundry, PK15                   | LAGASSE BROS., INC.            | PGC 30804              | \$153.00               | \$               | 76.13       |               |          |
| 86     | OTHER             | 4XJ68             | Film Construction, 8Ml, Clear              | POLAR PLASTICS                 | C106                   | \$72.95                | \$               | 34.59       |               |          |
| 87     | SAFETY            | 3Z119             | Goggles, Chemical/Impact                   | UVEX DBA SERRAN PROTECTION     | S3560COR               | \$14.63                | \$               | 6.41        |               |          |
| 88     | HVAC & PNEUMATICS | 2YU63             | UNIT HEATER, 5 KW, 480 V                   | GRAINGER GLOBAL SOURCING       | 2YU63                  | \$708.50               | \$               | 308.28      |               |          |
| 89     | LIGHTING          | 4ZV43             | Lamp, F32T8/GRX30/ECORCVG                  | GENERAL ELECTRIC LIGHTING      | 15971                  | \$11.01                | \$               | 5.99        |               |          |
| 90     | LIGHTING          | 3H240             | Receptacle Base, 55 G                      | RUBBERMAID COMMERCIAL PRODUCTS | 265500GRAY             | \$8.10                 | \$               | 1.86        |               |          |
| 91     | JANITORIAL        | 2N717             | Roll Towel, PK6                            | GEORGIA PACIFIC CONSUMER PRODS | 85430                  | \$117.20               | \$               | 60.74       |               |          |
| 92     | JANITORIAL        | 4ZB35             | Bag Combo Big Mouth                        | CUSTOM LEATHERCRAFT MFG CO, I  | PK3334                 | \$43.50                | \$               | 27.26       |               |          |
| 93     | TOOLS             | 4ELJ64            | Lift Personnel, OAL 64 In, Work H42xLDC    | JLG INDUSTRIES INC             | 36AM-0C                | \$9,769.00             | \$               | 8,204.94    |               |          |
| 94     | SAFETY            | 1YNF1             | Safety Cabinet, Self Close, 2 Door, 60 Gal | JUSTRITE MFG. COMPANY LLC      | 890020                 | \$1,292.00             | \$               | 555.28      |               |          |
| 95     | HVAC & PNEUMATICS | 2W231             | Plated Filter, 16x25x2                     | FILTRATION GROUP INC           | 13016252               | \$7.60                 | \$               | 2.68        |               |          |
| 96     | HVAC & PNEUMATICS | 1FD53             | Extension Cord, 50 Ft                      | GRAINGER GLOBAL SOURCING       | 1FD53                  | \$19.62                | \$               | 12.37       |               |          |
| 97     | ELECTRICAL        | 1TDD1             | Lockout Padlock Plastic, Blue, 1 Key       | MASTER LOCK COMPANY            | 406BLU                 | \$17.22                | \$               | 7.38        |               |          |
| 98     | SAFETY            | 4CE84             | A/C Slicer/Casement                        | ELECTROLUX HOME PRODUCTS       | FAK1241                | \$905.00               | \$               | 333.58      |               |          |
| 99     | HVAC & PNEUMATICS | 5M701             | Truck, Platform, 1000 Lb                   | RUBBERMAID COMMERCIAL PRODUCTS | 4431610GRAY            | \$845.00               | \$               | 383.73      |               |          |
| 100    | OTHER             | 4W485             | Dolly, Deck                                | WESCO                          | 272156                 | \$285.00               | \$               | 125.08      |               |          |
| 101    | OTHER             | 2W232             | Plated Filter, 20x20x2                     | FILTRATION GROUP INC           | 13202022               | \$17.72                | \$               | 2.74        |               |          |
| 102    | HVAC & PNEUMATICS | 4WU71             | Compressor Air, 15 HP                      | INGERSOLL-RAND AIR SOLUTIONS   | 16547530               | \$8,925.00             | \$               | 5,874.56    |               |          |
| 103    | HVAC & PNEUMATICS | 4RD78             | Seal Breathing Assembly                    | BELL & GOSSETT                 | W696863                | \$373.00               | \$               | 205.10      |               |          |
| 104    | OTHER             | 3VK30             | Battery, 14.4 V, 2.4 Ah                    | BLACK & DECKER-TOOLS & ACCESSO | 25613                  | \$4.30                 | \$               | 1.74        |               |          |
| 105    | LIGHTING          | 4GA69             | Dehumidifier, 124 Pints                    | W.C. WOOD CO. INC.             | GDCT124C               | \$77.00                | \$               | 72.77       |               |          |
| 106    | TOOLS             | 5E822             | Truck, Platform, 1000 Lb                   | RUBBERMAID COMMERCIAL PRODUCTS | 446800GRAY             | \$721.50               | \$               | 304.78      |               |          |
| 107    | HVAC & PNEUMATICS | 5M708             | Lamp, Lx150/55/8h/21                       | GENERAL ELECTRIC LIGHTING      | 19268                  | \$75.00                | \$               | 23.68       |               |          |
| 108    | LIGHTING          | 4V531             | Dim/Driver Kit, 18VDC, 1/2 In Compact      | BLACK & DECKER-TOOLS & ACCESSO | DC720XA                | \$235.00               | \$               | 208.76      |               |          |
| 109    | TOOLS             | 2AEU6             | Towel, White, PK 2000                      | GEORGIA PACIFIC CONSUMER PRODS | 21000                  | \$39.70                | \$               | 20.56       |               |          |
| 110    | JANITORIAL        | 3JG95             | Heat Pump, 4 Ton, Blt/Ht 48K 460V          | YORK UNITARY PRODUCT GROUP     | HP048X1341             | \$2,890.00             | \$               | 1,743.38    |               |          |
| 111    | HVAC & PNEUMATICS | 1NXE9             | Machining, Threading, 2In                  | RIDGE TOOL COMPANY             | 67182                  | \$5,876.00             | \$               | 4,821.35    |               |          |
| 112    | TOOLS             | 3PE54             | A/C Ductless Split System, 30.7 MBt/H      | FRIEDRICH AIR COND. CO.        | M30CF                  | \$2,749.00             | \$               | 1,772.73    |               |          |
| 113    | TOOLS             | 2XV71             | Ladder, Alum, 27 In                        | WING ENTERPRISES INC           | 10310B                 | \$201.00               | \$               | 111.44      |               |          |
| 114    | HVAC & PNEUMATICS | 4XN35             | Pad/Sponge PK20                            | 3M HOME & COMMERCIAL CARE      | 5004801205887          | \$65.60                | \$               | 30.96       |               |          |
| 115    | JANITORIAL        | 2LU42             | Pressure Washer                            | GENERAL ELECTRIC LIGHTING      | 45199                  | \$12.50                | \$               | 9.42        |               |          |
| 116    | LIGHTING          | 1JUC5             | Car, Trades, Black                         | MT-M CORPORATION               | GH-2504-0K10           | \$4,825.00             | \$               | 2,427.33    |               |          |
| 117    | OTHER             | 3WB75             | Air Circulator, 30 In                      | RUBBERMAID COMMERCIAL PRODUCTS | 105940GRAY             | \$2,244.00             | \$               | 923.25      |               |          |
| 118    | HVAC & PNEUMATICS | 2MA12             | Compact Drill/Driver Kit, 18.0 VDC, 1/2 In | GRAINGER GLOBAL SOURCING       | 2MA12                  | \$307.00               | \$               | 199.45      |               |          |
| 119    | OTHER             | 1DYE3             | Soap Hand, 1000 ML/PK10                    | MILWAUKEE ELECTRIC TOOL CORP   | 2601-22                | \$255.00               | \$               | 214.92      |               |          |
| 120    | HVAC & PNEUMATICS | 2VEX6             | Disposable Toilet Seat Cover PK 5000       | GOJO INDUSTRIES                | 7188-10                | \$101.05               | \$               | 46.28       |               |          |
| 121    | TOOLS             | 5FZ17             | Core/Cut Bit, 1/4 In, 100 W Lamp           | PHILIPS LIGHTING ELECTRONICS N | 71A5390-001D           | \$196.50               | \$               | 62.48       |               |          |
| 122    | JANITORIAL        | 3V555             | Cabinet, Security                          | EDSAL MANUFACTURING COMPANY    | VCT1605G               | \$1,258.00             | \$               | 600.34      |               |          |
| 123    | JANITORIAL        | 4V484             | Lamp, Mv/1500/1, 500 W                     | GENERAL ELECTRIC LIGHTING      | 4V484                  | \$174.25               | \$               | 60.54       |               |          |
| 124    | LIGHTING          | 4D941             | Battery, AAA, 1.5V, PK18                   | SPECTRUM BRANDS, INC DBA RAYOV | ALAAA-18               | \$12.87                | \$               | 4.91        |               |          |
| 125    | SAFETY            | 4E1U3             | Refrigerated Air Dryer                     | JLG INDUSTRIES INC             | 303M-AC                | \$8,954.00             | \$               | 7,161.65    |               |          |
| 126    | HVAC & PNEUMATICS | 4R774             | Open Industrial Shaking Starter Unit, HO   | HANSON INT'L, AN SPX DIVISIO   | HPFS-10                | \$762.00               | \$               | 351.99      |               |          |
| 127    | OTHER             | 1BLA9             | Water Cooler, 8 Gph                        | GRAINGER GLOBAL SOURCING       | 5MM59                  | \$105.05               | \$               | 52.57       |               |          |
| 128    | PLUMBING          | 1PX55             | Water Cooler, 5 G                          | GRAINGER GLOBAL SOURCING       | 2RE20                  | \$5.84                 | \$               | 2.07        |               |          |
| 129    | SAFETY            | 3ZC46             | Pump, Sump, 1/3 HP                         | GRAINGER GLOBAL SOURCING       | 38878                  | \$273.50               | \$               | 145.91      |               |          |
| 130    | OTHER             | 4TX85             | Warp, Stretch, 20 In                       | J C PARRY AND SONS COMPANY     | AG-20-4M               | \$34.35                | \$               | 15.35       |               |          |
| 131    | LIGHTING          | 4V484             | Threading Machine w/Stand, 1/8-2 In        | RIDGE TOOL COMPANY             | 15682                  | \$4,584.00             | \$               | 3,529.49    |               |          |
| 132    | LIGHTING          | 5XT34             | Cleaning Sponge, White, PK 24              | LAGASSE BROS., INC.            | PGC 43516              | \$61.80                | \$               | 26.81       |               |          |
| 133    | OTHER             | 4E1U3             |                                            |                                |                        |                        |                  |             |               |          |
| 134    | HVAC & PNEUMATICS | 3Y443             |                                            |                                |                        |                        |                  |             |               |          |
| 135    | LIGHTING          | 5MM59             |                                            |                                |                        |                        |                  |             |               |          |
| 136    | SAFETY            | 2RE20             |                                            |                                |                        |                        |                  |             |               |          |
| 137    | OTHER             | 38878             |                                            |                                |                        |                        |                  |             |               |          |
| 138    | OTHER             | 2A096             |                                            |                                |                        |                        |                  |             |               |          |
| 139    | TOOLS             | 3Z587             |                                            |                                |                        |                        |                  |             |               |          |
| 140    | JANITORIAL        | 1XEL4             |                                            |                                |                        |                        |                  |             |               |          |

☑ = Green Products

Exhibit 1 - Core List

| Line # | CATEGORY                    | GRANGER MATERIAL | DESCRIPTION                                  | BRAND NAME                     | BRAND NAME PART NUMBER | GRANDER CATALOG EACH PRICE | MEMBER NET PRICE | CERTIFICATION | CATEGORY |
|--------|-----------------------------|------------------|----------------------------------------------|--------------------------------|------------------------|----------------------------|------------------|---------------|----------|
| 141    | SAFETY                      | 2EW11            | Glove Disposable Nitrile 8 Mil XL PK50       | BEST MANUFACTURING CO          | 8500PFXL               | \$14.76 \$                 | 6.89             |               |          |
| 142    | OTHER                       | 1UW10            | Jobber Drill Set 28 PC, HSS, 118 Deg         | KENAMETAL, INC.                | 77114                  | \$131.30 \$                | 67.94            |               |          |
| 143    | HVAC & PNEUMATICS           | 3H356            | Dehumidifier, 101 Pints                      | W.C. WOOD CO. INC.             | GDB5S                  | \$761.50 \$                | 334.51           |               |          |
| 144    | LIGHTING                    | 4H707            | Battery 1.5 V.D. PK12                        | SPECTRUM BRANDS, INC DBA RAYOV | ALD-12                 | \$13.45 \$                 | 7.44             |               |          |
| 145    | OTHER                       | 1PW174           | High Capacity Shaving, Boilers, W48, D18     | ESDAL MANUFACTURING COMPANY    | HCL481884              | \$344.75 \$                | 143.94           |               |          |
| 146    | PLUMBING                    | 3BU095           | Hand Dryer, 120-240 Vac                      | GRAINGER GLOBAL SOURCING       | 3BU095                 | \$302.75 \$                | 143.33           |               |          |
| 147    | LIGHTING                    | 1PH48            | Lamp F42BX/93A/ECO CFL, Plug-In, 42W         | GENERAL ELECTRIC LIGHTING      | 97635                  | \$23.22 \$                 | 7.28             |               |          |
| 148    | LIGHTING                    | 1LEK8            | Exit Sign LED Retrofitted, Red, 120/277 PK 2 | TECHNICAL CONSUMER PRODUCTS, I | 20716                  | \$38.10 \$                 | 12.36            |               |          |
| 149    | LIGHTING                    | 4V629            | Lamp, L4d100/Spy/Fl                          | GENERAL ELECTRIC LIGHTING      | 18272                  | \$83.65 \$                 | 30.32            |               |          |
| 150    | JANITORIAL                  | 2CY44            | Floor Stripper, S2 5 G                       | RAMSEY COMPANY                 | 4569195                | \$63.90 \$                 | 28.40            |               |          |
| 151    | ELECTRICAL                  | 1AY48            | UPS System, Intelligent Line, 800 Watts      | TRIPP LITE                     | SMART100LCD            | \$326.25 \$                | 186.31           |               |          |
| 152    | PLUMBING                    | 3LU59            | Valve, Retrofit Flush                        | SLOAN VALVE CO.                | 3324420                | \$170.00 \$                | 240.39           |               |          |
| 153    | PLUMBING                    | 4CE94            | Water Cooler, 7.2 Gph                        | ELKAY SALES INC.               | ESW4BL_99              | \$179.00 \$                | 482.84           |               |          |
| 154    | SAFETY                      | 2W697            | Cone, Plastic 28 In                          | JACKSON SAFETY, LLC            | 3004188                | \$16.41 \$                 | 7.61             |               |          |
| 155    | LIGHTING                    | 3CE34            | Fixture, Emergency Exit                      | ACUTY BRANDS LIGHTING INC.     | 144FEC                 | \$180.00 \$                | 77.26            |               |          |
| 156    | LIGHTING                    | 3XY84            | Fixture, Heavy Duty                          | ACUTY BRANDS LIGHTING INC.     | 777834                 | \$180.00 \$                | 80.78            |               |          |
| 157    | OTHER                       | 4LZ09            | Cabinet, Storage                             | STRONGHOLD PROD DIV FABRIC MTL | 46-244                 | \$1,092.00 \$              | 814.89           |               |          |
| 158    | LIGHTING                    | 4V550            | Lamp, Mvrt175/U                              | GENERAL ELECTRIC LIGHTING      | 47760                  | \$26.40 \$                 | 9.72             |               |          |
| 159    | PLUMBING                    | 5W632            | Hand Dryer, 115 V, 20 A                      | GRAINGER GLOBAL SOURCING       | 5W632                  | \$505.00 \$                | 275.15           |               |          |
| 160    | OTHER                       | 1LX37            | Bulk Storage Rack, Add-On, 72Wx24Dx72H In    | ESDAL MANUFACTURING COMPANY    | ERZ722472A             | \$189.75 \$                | 116.70           |               |          |
| 161    | HVAC & PNEUMATICS           | 82848            | Drain Valve Electric                         | ARROW PNEUMATICS, INC.         | 5702-94                | \$171.25 \$                | 108.41           |               |          |
| 162    | JANITORIAL                  | 1PKR3            | Sanitizing Hand Wipes, PK 4000               | GOJO INDUSTRIES                | 9020-4M                | \$247.25 \$                | 120.56           |               |          |
| 163    | HVAC & PNEUMATICS           | 4YCB7            | Roof Vent, 3 Spd, 115V, CFM 717/888/1059     | GREENHECK FAN CORPORATION      | 4YCB7                  | \$575.00 \$                | 219.26           |               |          |
| 164    | SAFETY                      | 5VD50            | 2 Drum Spill Pallet                          | ENPAC LLC                      | 4062-YE                | \$1,177.00 \$              | 520.55           |               |          |
| 165    | OTHER                       | 7B773            | Shelving, Boilers                            | RESERVED - 7 COMBINATIONS      | 41T40                  | \$173.00 \$                | 93.61            |               |          |
| 166    | JANITORIAL                  | 4V973            | Ice Melter, 50 Lb                            | OP INDUSTRIES                  | CPM060P                | \$23.66 \$                 | 13.48            |               |          |
| 167    | LIGHTING                    | 3VY98            | Battery AA, 1.5V, PK8                        | DUPACELL                       | MN1500B8Z              | \$10.16 \$                 | 5.81             |               |          |
| 168    | JANITORIAL                  | 1CH08            | Degreaser, Formula 409, PK 12                | LACASSE BROS., INC.            | 35306                  | \$84.00 \$                 | 35.09            |               |          |
| 169    | JANITORIAL                  | 3U877            | Linear, 43x48in, PK200                       | PITT PLASTICS INC              | 3U877                  | \$64.70 \$                 | 20.13            |               |          |
| 170    | OTHER                       | 7G162            | Battery Promo 2pk                            | RESERVED - 7 COMBINATIONS      | SPECIAL                | \$189.00 \$                | 172.10           |               |          |
| 171    | OTHER                       | 4V091            | Box, Ship/Stuck, 20x14in                     | ACORN CORRUGATED BOX CO.       | 4W091                  | \$3.23 \$                  | 0.91             |               |          |
| 172    | LIGHTING                    | 4V709            | Battery, 1.5 V, AA, PK24                     | SPECTRUM BRANDS, INC DBA RAYOV | ALAA-24                | \$16.08 \$                 | 6.01             |               |          |
| 173    | SAFETY                      | 2FN44            | Two-Way Radio, 2 Channel UHF                 | MOTOROLA INCORPORATED          | RJ2020BK2AA            | \$240.25 \$                | 163.50           |               |          |
| 174    | OTHER                       | 52182            | Truck, Tilt, 1.12 Cu Yd                      | RUBBERMAID COMMERCIAL PRODUCTS | 1025300GRAY            | \$1,804.00 \$              | 884.53           |               |          |
| 175    | LIGHTING                    | 1FGX6            | Lamp, F28D6X/E14/ECO CFL, Plug-In, 26W       | GENERAL ELECTRIC LIGHTING      | 97605                  | \$22.18 \$                 | 5.82             |               |          |
| 176    | POWER TRANSMISSION & MOTORS | 3KX97            | Motor, 3-Ph, 5.1740, 208-230/460, ET 87.5    | JOHNSON DIVERSEY, INC.         | 3KX97                  | \$33.50 \$                 | 17.63            |               |          |
| 177    | JANITORIAL                  | 3JW49            | Cleaner, Glass, PK12                         | GRAINGER GLOBAL SOURCING       | 3KX97                  | \$85.35 \$                 | 47.99            |               |          |
| 178    | LIGHTING                    | 3Y425            | Fixture, Recessed                            | ACUTY BRANDS LIGHTING INC.     | 657089                 | \$181.50 \$                | 115.35           |               |          |
| 179    | OTHER                       | 3J760            | Lucker, 1 Tier, 1 Frame                      | LYON WORKSPACE PRODUCTS        | PP5102                 | \$250.50 \$                | 124.03           |               |          |
| 180    | JANITORIAL                  | 5M765            | Container, Recycling                         | RUBBERMAID COMMERCIAL PRODUCTS | 24956-73               | \$10.18 \$                 | 2.51             |               |          |
| 181    | OTHER                       | 1ND78            | Handheld Oscilloscope                        | FLUKE CORPORATION              | FLUKE-189C-MWG         | \$3,625.00 \$              | 3,062.38         |               |          |
| 182    | LIGHTING                    | 4VY86            | Lamp, F32Bdp4/1U6/ECO                        | GENERAL ELECTRIC LIGHTING      | 28152                  | \$17.70 \$                 | 5.43             |               |          |
| 183    | ELECTRICAL                  | 1TRB8            | Cord Reel, Weatherproof, 150Ft, 124, SOV-A   | HUBBELL WIRING DEVICE          | HBL501242W             | \$1,841.00 \$              | 770.01           |               |          |
| 184    | PLUMBING                    | 4CE83            | Water Cooler, 4.0 Gph                        | ELKAY SALES INC.               | EW44L_99               | \$591.00 \$                | 360.50           |               |          |
| 185    | SAFETY                      | 3KX23            | Pallet, 4 Drum                               | EAGLE MFG CO                   | 1645                   | \$397.75 \$                | 178.83           |               |          |
| 186    | LIGHTING                    | 3BA31            | Exit Sign, Led                               | ACUTY BRANDS LIGHTING INC.     | 3B8086                 | \$73.20 \$                 | 30.96            |               |          |
| 187    | OTHER                       | 4JG43            | Door Stop, Gray, PK2                         | MASTER MANUFACTURING CO        | GD002                  | \$11.44 \$                 | 5.11             |               |          |
| 188    | HVAC & PNEUMATICS           | 5W925            | Cartridge Filter, Single Header, 24x24x12    | FILTRATION GROUP INC           | 5W926                  | \$111.60 \$                | 47.84            |               |          |
| 189    | OTHER                       | 4VQ36            | Bulb, Board Cook, 36Wx24W, Swing Door        | ACCO BRANDS USA LLC            | 2353                   | \$266.50 \$                | 185.53           |               |          |
| 190    | OTHER                       | 5YN84            | Truck, Hand, 1000 Lb                         | MACLINE INC                    | HTGK384                | \$420.00 \$                | 303.69           |               |          |
| 191    | SAFETY                      | 4J728            | Glove, Nitrile, 4 Mil Black, L, PK50         | BEST MANUFACTURING CO          | 7700PFTL               | \$9.05 \$                  | 4.90             |               |          |
| 192    | OTHER                       | 4EU70            | Seissor, Lift Electric, Cap500Lb             | JLG INDUSTRIES INC             | 1930ES                 | \$15,311.00 \$             | 13,264.44        |               |          |
| 193    | TOOLS                       | 2YA90            | Cordless Reciprocating Saw Kit, 36.0 VDC     | BLACK & DECKER-TOOLS & ACCESSQ | DC306K                 | \$426.00 \$                | 388.37           |               |          |
| 194    | SAFETY                      | 2KMG1            | Germicidal Cabinet, Glasses and Goggles      | SELLSTROM MFG. CO.             | 90494WV                | \$803.50 \$                | 475.83           |               |          |
| 195    | LIGHTING                    | 4VC27            | Lamp, F40300x43 W                            | GENERAL ELECTRIC LIGHTING      | 16934                  | \$14.77 \$                 | 6.33             |               |          |
| 196    | LIGHTING                    | 1E674            | Lamp, Mvrt100/LMEd                           | GENERAL ELECTRIC LIGHTING      | 12652                  | \$41.20 \$                 | 18.01            |               |          |
| 197    | HVAC & PNEUMATICS           | 1VK49            | A/C, Portable, 55500Btu/h                    | DENSO SALES CALIFORNIA IN      | OFFICE PRO 60          | \$12,632.00 \$             | 7,920.39         |               |          |
| 198    | LIGHTING                    | 3VK29            | Lamp, F32Bdp3/35/ECO                         | GENERAL ELECTRIC LIGHTING      | 25812                  | \$4.30 \$                  | 1.74             |               |          |
| 199    | PLUMBING                    | 5W630            | Hand Dryer, 115 V, 20 A                      | GRAINGER GLOBAL SOURCING       | 5W630                  | \$505.00 \$                | 275.23           |               |          |
| 200    | OTHER                       | 4KC89            | Cabinet, Modular Parts                       | STANLEY WORKS DBA STANLEY VIDM | SCU3110AL              | \$2,305.00 \$              | 1,453.93         |               |          |
| 201    | JANITORIAL                  | 2CX88            | Cleaner and Disinfectant, Pine, 1 Gal        | RAMSEY COMPANY                 | 4569578                | \$13.91 \$                 | 7.85             |               |          |
| 202    | SAFETY                      | 4F367            | Shower, Eye Face Wash Station                | BRADLEY FIXTURES CORP.         | S19-300BGR             | \$3,174.00 \$              | 2,166.28         |               |          |
| 203    | OTHER                       | 2C576            | Gauge, Liquid Filled, 2 1/2 In, 200 Psi      | ASHCROFT INC.                  | 251009AWL02L200        | \$86.75 \$                 | 28.15            |               |          |
| 204    | LIGHTING                    | 4PH13            | Exit Sign, Led                               | ACUTY BRANDS LIGHTING INC.     | 263157                 | \$92.95 \$                 | 45.99            |               |          |
| 205    | JANITORIAL                  | 3FZ171           | Recycling Station, Beige                     | RUBBERMAID COMMERCIAL PRODUCTS | 3255R3 BEIG            | \$814.00 \$                | 470.84           |               |          |
| 206    | SAFETY                      | 3VZ028           | Safety Cabinet, Can                          | EAGLE MFG CO                   | 1932                   | \$379.00 \$                | 486.38           |               |          |
| 207    | JANITORIAL                  | 4KN35            | Locker, 36x60in, PK200                       | PITT PLASTICS INC              | 4KN35                  | \$72.10 \$                 | 21.14            |               |          |
| 208    | SAFETY                      | 1D677            | Lock Box                                     | BRADY WORLDWIDE, INC.          | 66698                  | \$66.55 \$                 | 28.99            |               |          |
| 209    | TOOLS                       | 3Z748            | Drain Clean Machine                          | RIDGE TOOL COMPANY             | 23717                  | \$3,125.00 \$              | 2,430.71         |               |          |
| 210    | JANITORIAL                  | 5M768            | Recycling Wastebasket                        | RUBBERMAID COMMERCIAL PRODUCTS | 32957-73               | \$18.87 \$                 | 4.90             |               |          |

# Exhibit 1 - Core List

| Line # | CATEGORY                    | GRANDER MATERIAL | DESCRIPTION                                       | BRA ID NAME                     | BRA ID NAME PART NUMBER | GRANDER CATALOG PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category |
|--------|-----------------------------|------------------|---------------------------------------------------|---------------------------------|-------------------------|-----------------------|------------------|-------------|---------------|----------|
| 211    | OTHER                       | 1FD33            | Card Service                                      | RUBBERMAID COMMERCIAL PRODUCTS  | 14500-48 GRAY           | \$12.75               | \$2.85           |             |               |          |
| 212    | HVAC & PNEUMATICS           | 4YCS9            | Exhaust Vent, 12 1/2 In                           | GREENHECK FAN CORPORATION       | 4YCS9                   | \$589.00              | \$38.46          |             |               |          |
| 213    | TOOLS                       | 1FE22            | Truck/Van Storage Drawers, 50 Lx12 Wx24 H         | DELTA CONSOLIDATED INDUST       | 140980                  | \$1,335.00            | \$70.94          |             |               |          |
| 214    | POWER TRANSMISSION & MOTORS | 3KW46            | Motor, 3-Ph, 15.1760, 208-230/460 Eff 91.0        | GRAINGER GLOBAL SOURCING        | 3KW46                   | \$963.00              | \$493.90         |             |               |          |
| 215    | OTHER                       | 4HK65            | Repellent, Insect, 1 Oz                           | JOHNSON DIVERSEY, INC.          | 94904                   | \$9.26                | \$4.20           |             |               |          |
| 216    | SAFETY                      | 4FE57            | Google, Chemical                                  | SPERIAN OTHER DBA SPERIAN PROT  | 1125081DG               | \$6.84                | \$3.38           |             |               |          |
| 217    | LIGHTING                    | 3YA67            | Mini Vial Pack, 100 WJ, 120/208/240/277 V         | ACUTY BRANDS LIGHTING INC.      | 959634                  | \$233.75              | \$123.53         |             |               |          |
| 218    | TOOLS                       | 5W667            | Wheel, Measuring, 1 Ft                            | CST-BERGER-DAVID WHITE - BLCK   | MM-12-TWIN              | \$74.90               | \$28.55          |             |               |          |
| 219    | SAFETY                      | 1D9D7            | Pull Station Cover, 6x16 1/2 In                   | SAFETY TECHNOLOGY INTERNATIONAL | STI-1100                | \$119.60              | \$61.78          |             |               |          |
| 220    | JANITORIAL                  | 3U478            | Vacuum, Upright, 25 W                             | ELECTROLUX HOME CARE PRODUCTS   | SC849E                  | \$330.75              | \$246.38         |             |               |          |
| 221    | TOOLS                       | 4CR37            | Plier, Tongue Groove, 5 1/2 In                    | CHANNELLOCK, INC.               | 420                     | \$18.47               | \$10.34          |             |               |          |
| 222    | TOOLS                       | 3EB52            | Master Set W/Box                                  | STANLEY PROTO GRP OF STANLEY W  | J99941                  | \$16,275.00           | \$9,129.95       |             |               |          |
| 223    | LIGHTING                    | 2V754            | Lamp, Ltr 1000/Eco                                | GENERAL ELECTRIC LIGHTING       | 44055                   | \$60.60               | \$27.56          |             |               |          |
| 224    | LIGHTING                    | 5LE23            | Battery, AA, 1.5v, Pk24                           | DURACELL                        | PC15008BK               | \$17.58               | \$4.88           |             |               |          |
| 225    | LIGHTING                    | 4YE26            | Flashlight, Alkaline                              | PELICAN PRODUCTS INC            | 8040-001-110-G          | \$52.65               | \$25.61          |             |               |          |
| 226    | JANITORIAL                  | 4CJ76            | Towel Cloth, Pk 24/0                              | GEORGIA PACIFIC CONSUMER PRODS  | 20241                   | \$60.70               | \$29.59          |             |               |          |
| 227    | PLUMBING                    | 2P888            | Seat, Toilet, Open Front                          | BEMIS MANUFACTURING CO.         | 781855C-000             | \$26.70               | \$12.61          |             |               |          |
| 228    | OTHER                       | 3W142            | Ladder, Fiberglass, 10' Ext, HD, Spread 53 5/8 In | NEW WERNER HOLDING CO., INC.    | 8208                    | \$206.00              | \$98.46          |             |               |          |
| 229    | SAFETY                      | 6T437            | Post, U Channel, 8 Ft                             | BEST MANUFACTURING CO           | 8784R-10                | \$9.68                | \$4.58           |             |               |          |
| 230    | SAFETY                      | 3AC75            | Glove, Neoprene, 14 In, Black, Sz L, Pr           | RUBBERMAID COMMERCIAL PRODUCTS  | 3365400GRN              | \$622.50              | \$219.61         |             |               |          |
| 231    | JANITORIAL                  | 4T448            | Container, Outdoor                                | ALLIANCE HOSE AND RUBBER CO.    | RR15-100-BRN-LJ-G       | \$260.00              | \$130.90         |             |               |          |
| 232    | SAFETY                      | 1FE14            | Fire Hose, Pk, Reel, 1 1/2 ID, 100 Ft             | ACUTY BRANDS LIGHTING INC.      | 868419                  | \$125.95              | \$45.53          |             |               |          |
| 233    | LIGHTING                    | 3XV75            | Fixture, Vapoaround                               | NEW WERNER HOLDING CO., INC.    | 08224-2                 | \$329.25              | \$179.20         |             |               |          |
| 234    | OTHER                       | 3W139            | Extension Ladder, 26' 200-2 H, 24 Ft              | HALSEY TAYLOR                   | 9205020041_99           | \$496.50              | \$265.39         |             |               |          |
| 235    | PLUMBING                    | 2W164            | Water Cooler, 3 GPH                               | RESERVED - 7 COMBINATIONS       | 1                       | \$182.00              | \$76.28          |             |               |          |
| 236    | OTHER                       | 7E450            | Shelf, 3/8x24x48 5/8                              | SAINT-GOBAIN ABRASIVES, INC.    | 70184800318             | \$13.02               | \$7.15           |             |               |          |
| 237    | TOOLS                       | 5A939            | Wheel, 14x18x1 In                                 | FRIEDRICH AIR COND. CO.         | X012                    | \$762.50              | \$489.03         |             |               |          |
| 238    | HVAC & PNEUMATICS           | 4VB18            | Window Air Conditioner                            | GENERAL ELECTRIC LIGHTING       | 97812                   | \$16.09               | \$3.86           |             |               |          |
| 239    | LIGHTING                    | 1PVG7            | Lamp, F250BX/35E/COAP, CFL, Plug-In, 25W          | ACORN CORRUGATED BOX CO.        | 4W090                   | \$2.65                | \$0.99           |             |               |          |
| 240    | OTHER                       | 4W090            | Box, Ship, Stock, 18x14x1 In                      | ELKAY SALES INC.                | EW172                   | \$111.10              | \$50.20          |             |               |          |
| 241    | PLUMBING                    | 4YK10            | Cartridge, Filter                                 | INTERAPE POLYMER CORP.          | H12032004-WG            | \$134.75              | \$46.88          |             |               |          |
| 242    | OTHER                       | 4W035            | Wrap, Stretch, 20 In                              | RIDGE TOOL COMPANY              | 41935                   | \$1595.00             | \$1,224.70       |             |               |          |
| 243    | TOOLS                       | 1AC02            | Pipe, Thread Drive, 1/8-2 In                      | PHILIPS LIGHTING ELECTRONICS N  | ICF-234-2-M2-LDK        | \$90.75               | \$20.23          |             |               |          |
| 244    | LIGHTING                    | 5Y657            | Ballast, F27bx Lamp                               | 3M HOME & COMMERCIAL CARE       | 5004901192043           | \$162.25              | \$85.21          |             |               |          |
| 245    | JANITORIAL                  | 2L876            | Cleaner, Bathroom, 2 L                            | MOTOROLA INCORPORATED           | CU1110GYNTAA            | \$180.00              | \$127.54         |             |               |          |
| 246    | SAFETY                      | 3AY78            | Radio, 2 Way, 1 W, Jnr                            | GRAINGER GLOBAL SOURCING        | 1RW85                   | \$268.50              | \$171.39         |             |               |          |
| 247    | HVAC & PNEUMATICS           | 1RW85            | Air Circulator, 30 In, Pedestal Mount             | MINE SAFETY                     | 10051286                | \$346.75              | \$234.81         |             |               |          |
| 248    | SAFETY                      | 4DA79            | Mask, Gas, Size Small                             | GOJO INDUSTRIES                 | 4212-10                 | \$63.00               | \$44.13          |             |               |          |
| 249    | JANITORIAL                  | 3U532            | Soap, Hand, 1000 Ml Pk10                          | FLUX CORPORATION                | ELUKE-1500BWWG          | \$3,620.00            | \$3,004.95       |             |               |          |
| 250    | OTHER                       | 4RB10            | Magnometer, To & Kudo                             | KRUEGER INTERNATIONAL INC.      | 344DV                   | \$40.30               | \$23.78          |             |               |          |
| 251    | OTHER                       | 2W159            | Chair, Folding, 60x31x18 1/2 W                    | WELLS BLOOMFIELD DIV OF DCR, I  | 8543                    | \$435.75              | \$274.18         |             |               |          |
| 252    | OTHER                       | 3K285            | Dehum. Coffee Brewer                              | FOLDING GUARD CORPORATION       | FG25-4642-3             | \$46.20               | \$19.46          |             |               |          |
| 253    | OTHER                       | 1W0U9            | Pallet Rack Wire Decking, D 42, W 46              | A.O. SMITH CORPORATION          | 4MB83                   | \$317.00              | \$199.79         |             |               |          |
| 254    | POWER TRANSMISSION & MOTORS | 4MB83            | Fan Motor, 3-Ph, 1 1/2 HP, 1140, 200-230/460v     | RIDGE TOOL COMPANY              | 14063                   | \$6,801.00            | \$5,010.83       |             |               |          |
| 255    | TOOLS                       | 1VU76            | Pipe Inspection Camera Reel, Color, Mini          | MINTIE TECHNOLOGIES, INC.       | EQU06-CC                | \$3,978.00            | \$3,172.40       |             |               |          |
| 256    | SAFETY                      | 3VU54            | Ceiling Containment                               | HALSEY TAYLOR                   | 8204040041_89           | \$599.00              | \$310.61         |             |               |          |
| 257    | PLUMBING                    | 5W411            | Water Cooler, 4.0 Gph                             | ACUTY BRANDS LIGHTING INC.      | 533160                  | \$274.50              | \$146.85         |             |               |          |
| 258    | LIGHTING                    | 3F860            | Fixture, Hl, Abuse, 60 W                          | PITT PLASTICS INC               | 59VG02                  | \$25.95               | \$6.31           |             |               |          |
| 259    | JANITORIAL                  | 5W602            | Urn, 36x20x18 Pk20                                | RUBBERMAID COMMERCIAL PRODUCTS  | 2859500GRAY             | \$8.21                | \$2.51           |             |               |          |
| 260    | JANITORIAL                  | 3U634            | Wastebasket, 28 1/8 Qt                            | NEW WERNER HOLDING CO., INC.    | 8206                    | \$163.25              | \$74.14          |             |               |          |
| 261    | OTHER                       | 3W141            | Ladder, Fiberglass, Extra HD, Spread 41 1/4 In    | RUBBERMAID COMMERCIAL PRODUCTS  | 2843000GRAY             | \$66.30               | \$26.84          |             |               |          |
| 262    | OTHER                       | 3W224            | Receptacle, Base, 44 G                            | MILWAUKEE ELECTRIC TOOL CORP    | 0928-28                 | \$955.00              | \$734.03         |             |               |          |
| 263    | TOOLS                       | 4ZAB9            | Cordless Combination Kit, Vols 28.0               | A.O. SMITH CORPORATION          | 4MB07                   | \$304.25              | \$127.45         |             |               |          |
| 264    | POWER TRANSMISSION & MOTORS | 4MB07            | Fan Motor, PSC, 3/4 HP, 1075, 460v, 48Y           | FILTRATION GROUP INC            | 1502424                 | \$7.25                | \$3.83           |             |               |          |
| 265    | HVAC & PNEUMATICS           | 8B791            | Filter, Panel, 24x24                              | EXTRECH INSTRUMENTS             | FLIR M0                 | \$4,995.00            | \$4,058.55       |             |               |          |
| 266    | OTHER                       | 24Z17            | Industrial Thermal Imager, -4 to 682 F            | STORAGE PRODUCTS GRP, LLC DBA   | DC-8J                   | \$1,920.00            | \$1,872.93       |             |               |          |
| 267    | OTHER                       | 3W690            | Reel, Cardfile                                    | DELTA CONSOLIDATED INDUST       | 1-680990                | \$1,098.00            | \$525.99         |             |               |          |
| 268    | TOOLS                       | 1H4CF3           | Jobsite Slope Lid 60 Wx 30 Dx38 1/2 In H          | BELL & GOSSETT                  | W80001                  | \$855.00              | \$467.86         |             |               |          |
| 269    | OTHER                       | 4RD67            | Pump, Condensate                                  | PHILIPS LIGHTING ELECTRONICS N  | 71A6071001D194          | \$163.75              | \$42.22          |             |               |          |
| 270    | LIGHTING                    | 1A029            | Cer/Coll Ballast Kit, 400 W Lamp                  | RUBBERMAID COMMERCIAL PRODUCTS  | 2581008LU               | \$272.25              | \$109.08         |             |               |          |
| 271    | JANITORIAL                  | 6Y930            | Container, Recycle, Top                           | INGERSOLL-RAND AIR SOLUTIONS    | 22668776                | \$2,866.00            | \$2,469.40       |             |               |          |
| 272    | HVAC & PNEUMATICS           | 6W454            | Air Compressor, 13 HP                             | SUNSHINE MAKERS INC             | 13005                   | \$17.46               | \$11.74          |             |               |          |
| 273    | JANITORIAL                  | 3U489            | Cleaner/Degreaser, 1 G                            | DURHAM MFG CO                   | HDWB-3672-05            | \$710.00              | \$349.08         |             |               |          |
| 274    | OTHER                       | 1PE53            | Workbench, 72 W                                   | GRAINGER GLOBAL SOURCING        | 6H009                   | \$545.00              | \$315.35         |             |               |          |
| 275    | PLUMBING                    | 6H009            | Dryer, 116 V, 20 A                                | ITW DYMO DIV OF ILLINOIS TOOL   | 70220                   | \$6.08                | \$2.08           |             |               |          |
| 276    | JANITORIAL                  | 2D823            | Dry Air Freshener                                 | RUBBERMAID COMMERCIAL PRODUCTS  | 1011000GRAY             | \$841.00              | \$350.56         |             |               |          |
| 277    | OTHER                       | 5W639            | Truck, Trlt, 3/4 Cu Yd                            | FILTRATION GROUP INC            | 13216252                | \$12.31               | \$3.66           |             |               |          |
| 278    | HVAC & PNEUMATICS           | 6B950            | Pleated Filter, 16x25x1                           | A.O. SMITH CORPORATION          | 4UY52                   | \$259.25              | \$124.23         |             |               |          |
| 279    | POWER TRANSMISSION & MOTORS | 4UY52            | OEM Motor, PSC, 1 HP, 1075, 460 V, 48Y, OpAO      | THOMAS & BETTS CORP             | 1A868                   | \$7.27                | \$0.80           |             |               |          |
| 280    | ELECTRICAL                  | 1A868            | Cable Tie, 7.5 In, Pk100                          |                                 |                         |                       |                  |             |               |          |

☑ = Green Products

PROPRIETARY AND CONFIDENTIAL

| Line # | CATEGORY                    | ORANGER MATERIAL | DESCRIPTION                                  | BRAND NAME                      | BRAND NAME PART NUMBER | GRANGER CATALOG EACH PRICE | MEMBER NET PRICE | ORCH ITEM# | Certification | Category |
|--------|-----------------------------|------------------|----------------------------------------------|---------------------------------|------------------------|----------------------------|------------------|------------|---------------|----------|
| 281    | JANITORIAL                  | 1JCF35           | Dispenser, Tissue Zofl                       | GEORGIA PACIFIC CONSUMER PRODS  | 57693                  | \$55.95 \$                 | 32.73            |            |               |          |
| 282    | OTHER                       | 5JTF65           | Locker, 2 Tier, 3 Frame                      | LYON WORKSPACE PRODUCTS         | PP52023                | \$559.50 \$                | 274.90           |            |               |          |
| 283    | OTHER                       | 5Z0A1            | Truck Platform, 1000 Lb                      | RUBBERMAID COMMERCIAL PRODUCTS  | 44360DGRAY             | \$607.50 \$                | 292.00           |            |               |          |
| 284    | PLUMBING                    | 2X047            | Replacement Filter Cartridge, For 4YK10      | ELKAY SALES INC.                | 51299C_99              | \$88.75 \$                 | 47.65            |            |               |          |
| 285    | PLUMBING                    | 5E7A3            | Commercial Water Heater, 9/16, NG, NAECA     | RHEEM MANUFACTURING SALES       | G91-200                | \$4,593.00 \$              | 2,276.98         |            |               |          |
| 286    | PLUMBING                    | 5LE24            | Battery, 9V, PK12                            | DURACELL                        | PC160ABKD              | \$24.57 \$                 | 11.48            |            |               |          |
| 287    | OTHER                       | 2HTD6            | Thermal Imaging System, Temp. -10 to 250 C   | FLUXE CORPORATION               | FLUKE-T110             | \$4,719.00 \$              | 4,214.85         |            |               |          |
| 288    | OTHER                       | 2ZNF5            | Portable Generator 5000 Rated Watts          | GENERAC POWER SYSTEMS, INC.     | 5622                   | \$729.00 \$                | 656.10           |            |               |          |
| 289    | OTHER                       | 5JN72            | Locker, 1 Tier, 3 Frame                      | LYON WORKSPACE PRODUCTS         | DD50623                | \$599.50 \$                | 296.75           |            |               |          |
| 290    | JANITORIAL                  | 5LY32            | Waste Receptacle, 48 In                      | UNITED RECEPTACLE               | 5BR52                  | \$290.75 \$                | 117.73           |            |               |          |
| 291    | HVAC & PNEUMATICS           | 4HA15            | Evaporative Fan, 16 In                       | PORT-A-COOL, LLC                | PAC2K163SFC            | \$1,387.00 \$              | 882.74           |            |               |          |
| 292    | LIGHTING                    | 1PQX3            | Lamp, F18DBX/95/IECO/PL CFL, Plug-In, 18W    | GENERAL ELECTRIC LIGHTING       | 97600                  | \$15.83 \$                 | 5.59             |            |               |          |
| 293    | SAFETY                      | 3HY85            | Pad, Knee Pr                                 | CUSTOM LEATHERCRAFT MFG CO., I  | G340                   | \$37.65 \$                 | 21.30            |            |               |          |
| 294    | LIGHTING                    | 3Y2A3            | Fixture, DuraVapor                           | ACUITY BRANDS LIGHTING INC.     | 197870                 | \$140.80 \$                | 77.76            |            |               |          |
| 295    | LIGHTING                    | 5XP45            | Lamp, F310S/5x41/U, 31w                      | GENERAL ELECTRIC LIGHTING       | 41778                  | \$22.86 \$                 | 11.23            |            |               |          |
| 296    | JANITORIAL                  | 5NY79            | 35 qt/Mop Bucket w/Side Pressure Winger      | RUBBERMAID COMMERCIAL PRODUCTS  | 7590-88 YEL            | \$111.70 \$                | 49.99            |            |               |          |
| 297    | ELECTRICAL                  | 5LQ25            | Cord, Nylon, 2100ft                          | HORIZON IND./EAST TEXAS LIGHT   | 4020002402146          | \$233.75 \$                | 140.25           |            |               |          |
| 298    | PLUMBING                    | 5JC22            | Drinking Fountain                            | ELKAY SALES INC.                | LK1141A                | \$179.75 \$                | 116.68           |            |               |          |
| 299    | TOOLS                       | 5C834            | Hydraulic Punch Set, 1/2-2in, Angle Driver   | GREENLEE TACTRON, INC.          | 790S59                 | \$1,258.00 \$              | 706.00           |            |               |          |
| 300    | PLUMBING                    | 3CB46            | Faucet, Lavatory                             | CHICAGO FAUCET COMPANY          | WWG802-V665CP          | \$213.25 \$                | 137.58           |            |               |          |
| 301    | OTHER                       | 6NN65            | Clock, Quartz Round                          | GRAINGER GLOBAL SOURCING        | 6NN65                  | \$38.15 \$                 | 13.87            |            |               |          |
| 302    | HVAC & PNEUMATICS           | 4WJ33            | A/C Portable, 18700 btuh, 115V, NEMA 5-20P   | DENSO SALES CALIFORNIA IN       | OFFICE PRO 18          | \$4,735.00 \$              | 2,892.08         |            |               |          |
| 303    | JANITORIAL                  | 2UG74            | Glaiver, Multi Surf, 2 Litr                  | 3M HOME & COMMERCIAL CARE       | 5034901102929          | \$54.50 \$                 | 28.18            |            |               |          |
| 304    | SAFETY                      | 5K237            | Caulk, Fire Barrier                          | 3M CSLMD                        | 00051151161084         | \$16.17 \$                 | 9.11             |            |               |          |
| 305    | HVAC & PNEUMATICS           | 5KA48            | Compressor Pump                              | GAST MFG., INC.                 | 1405373172             | \$774.00 \$                | 368.79           |            |               |          |
| 306    | TOOLS                       | 7G093            | Camera Rec./Monitor, Color, 4GB 14/4GB15     | RESERVED - 7 COMBINATIONS       | 4520-88 GRAY           | \$935.00 \$                | 105.84           |            |               |          |
| 307    | OTHER                       | 1FD42            | Curt, Service                                | RUBBERMAID COMMERCIAL PRODUCTS  | G204                   | \$98.10 \$                 | 46.70            |            |               |          |
| 308    | OTHER                       | 4JXB9            | Film, Construction, 4Ml Clear                | POLAR PLASTICS                  | 8226000041_99          | \$616.00 \$                | 337.66           |            |               |          |
| 309    | PLUMBING                    | 5WA09            | Water, Cooler, 6.0 Gph                       | HALSEY TAYLOR                   | 1947                   | \$1,148.00 \$              | 588.91           |            |               |          |
| 310    | SAFETY                      | 3W269            | Safety Cabinet, Can                          | GRAINGER GLOBAL SOURCING        | 2ZE51                  | \$2,785.00 \$              | 1,379.44         |            |               |          |
| 311    | OTHER                       | 2ZE51            | Pallet Truck, Scale, 4400 Lb Cap, Steel      | GRAINGER DENVER THOMAS INC. WE  | 13768-46               | \$4,021.00 \$              | 2,971.49         |            |               |          |
| 312    | HVAC & PNEUMATICS           | 6D731            | Pump, Vacuum, 1 HP                           | ZOELLER COMPANY                 | 58-0006                | \$269.00 \$                | 165.93           |            |               |          |
| 313    | OTHER                       | 2P550            | Pump, Sump, 1/2 HP, 3/4 A                    | GRAINGER GLOBAL SOURCING        | 3EB10                  | \$51.10 \$                 | 23.32            |            |               |          |
| 314    | ELECTRICAL                  | 31E10            | Extension Cord, 50ft                         | KRUEGER INTERNATIONAL, INC.     | 2919                   | \$124.25 \$                | 70.46            |            |               |          |
| 315    | OTHER                       | 4GE26            | Table, Folding, Gray                         | RHEEM MANUFACTURING SALES       | G91-200                | \$4,839.00 \$              | 2,276.33         |            |               |          |
| 316    | PLUMBING                    | 6E748            | Commercial Water Heater, 9/16, LP Gas, NAECA | GENERAL ELECTRIC LIGHTING       | 41829                  | \$60.20 \$                 | 33.31            |            |               |          |
| 317    | LIGHTING                    | 2V659            | Lamp, Mvt1000/L1000 W                        | GRAINGER GLOBAL SOURCING        | 1GV15                  | \$519.00 \$                | 355.23           |            |               |          |
| 318    | PLUMBING                    | 1GV15            | Hand Dryer, High Output, White, Automatic    | GENERAC POWER SYSTEMS, INC.     | 5623                   | \$899.00 \$                | 795.86           |            |               |          |
| 319    | OTHER                       | 2ZNF6            | Portable Generator, 6500 Rated Watts         | SMITHIES DIV                    | 5005133464673          | \$24.00 \$                 | 11.00            |            |               |          |
| 320    | SAFETY                      | 3KP43            | Respirator, PK20                             | RESERVED - 7 COMBINATIONS       | 47444                  | \$317.00 \$                | 143.36           |            |               |          |
| 321    | OTHER                       | 7B481            | Rack Bulk Storage                            | GENERAL ELECTRIC LIGHTING       | 10648                  | \$14.77 \$                 | 5.30             |            |               |          |
| 322    | LIGHTING                    | 4VC28            | Lamp, F40/D/0b, 40 W                         | CUNO                            | 5682008                | \$224.75 \$                | 100.75           |            |               |          |
| 323    | PLUMBING                    | 6YJ19            | Filter, Water, 3/4 In                        | ORABOOR                         | 0A6900V                | \$1,447.00 \$              | 1,157.40         |            |               |          |
| 324    | SAFETY                      | 2N1J9            | Air Machine, Negative                        | MINTIE TECHNOLOGIES, INC.       | ECU2-3461              | \$5,524.00 \$              | 4,408.43         |            |               |          |
| 325    | SAFETY                      | 2P467            | Dust Containment Unit                        | FLUKE-249                       | FLUKE-249              | \$973.00 \$                | 483.85           |            |               |          |
| 326    | OTHER                       | 1VC63            | Multimeter, Low Pass Filter                  | EDSAL MANUFACTURING COMPANY     | UR1872                 | \$201.50 \$                | 97.79            |            |               |          |
| 327    | OTHER                       | 1VC42            | Shelling, 72x18x12h                          | PITT PLASTICS INC               | 3U371                  | \$68.65 \$                 | 21.18            |            |               |          |
| 328    | JANITORIAL                  | 3U371            | Line, 35x33in, PK500                         | WALTER RIDDE PORTABLE EQUIPMENT | 0915E                  | \$12.13 \$                 | 4.45             |            |               |          |
| 329    | SAFETY                      | 3KN64            | Snake Alarm                                  | BLACK & DECKER-TOOLS & ACCESSO  | DC800KL                | \$569.00 \$                | 484.14           |            |               |          |
| 330    | TOOLS                       | 2Y493            | Impact Wrench, 36.0 VDC, 1/2 In, 2500 BPM    | RESERVED - 7 COMBINATIONS       | 47X45                  | \$159.50 \$                | 78.80            |            |               |          |
| 331    | OTHER                       | 7D401            | Sheeling, Commercial                         | GARDNER DENVER, INC. DIBA CHA   | WW270-2                | \$5,288.00 \$              | 3,072.88         |            |               |          |
| 332    | HVAC & PNEUMATICS           | 1WD-46           | Compressor, Air, 6.9 HP                      | GREEN-ECK FAN CORPORATION       | 1VCF3                  | \$4,355.00 \$              | 3,837.74         |            |               |          |
| 333    | HVAC & PNEUMATICS           | 1VCF3            | Air Circulator, 24 In, Oscillating           | COLOVOS COMPANY                 | 80177                  | \$37.80 \$                 | 23.39            |            |               |          |
| 334    | TOOLS                       | 2LGR1            | MIL/DI/III PKG, 16 In, 1.5HP, 150-3000 Spd   | 3M/OHES DIV                     | 5005133642851          | \$427.00 \$                | 227.83           |            |               |          |
| 335    | SAFETY                      | 4G330            | Respirator, PK10                             | FRANKLIN ELECT WATER TRANS SYS  | 510601                 | \$427.00 \$                | 227.83           |            |               |          |
| 336    | OTHER                       | 3PK43            | Pump, Sump, 1/2 HP                           | JACKSON SAFETY, LLC             | 3012747                | \$33.20 \$                 | 14.84            |            |               |          |
| 337    | SAFETY                      | 3TR22            | Cone, Reflective, 28 In                      | STANLEY PROTO GRP OF STANLEY W  | 354126                 | \$404.00 \$                | 259.85           |            |               |          |
| 338    | TOOLS                       | 5C986            | Socket, 3/4in, 3/8in, 1/2in, 3/4in           | QUAKER OATS COMPANY             | 33691                  | \$4.52 \$                  | 2.89             |            |               |          |
| 339    | SAFETY                      | 3AP83            | Gatorade, Fruit Punch                        | RUBBERMAID COMMERCIAL PRODUCTS  | 7822008EIG             | \$192.50 \$                | 64.61            |            |               |          |
| 340    | JANITORIAL                  | 5W769            | Receptacle, 15 G, Bolge                      | BEST MANUFACTURING CO           | 4550-08                | \$5.14 \$                  | 2.39             |            |               |          |
| 341    | SAFETY                      | 4JY31            | Glove, Nitrile, Size Medium Pr               | RIDGE TOOL COMPANY              | 59000                  | \$1,627.00 \$              | 1,261.38         |            |               |          |
| 342    | TOOLS                       | 4Z249            | Drain, Clean, Machine                        | FILTRATION GROUP INC            | 13020242               | \$8.76 \$                  | 3.35             |            |               |          |
| 343    | HVAC & PNEUMATICS           | 5W615            | Filtered Filter, 20x24x2                     | BLACK & DECKER-TOOLS & ACCESSO  | DC9180                 | \$148.00 \$                | 132.78           |            |               |          |
| 344    | TOOLS                       | 2A5N6            | Battery, Volts 18.0 VDC, Lithium Ion         | COOPER TOOLS - HAND TOOLS       | 0190UC                 | \$123.15 \$                | 62.56            |            |               |          |
| 345    | TOOLS                       | 2GB94            | Bolt, Cap, 24 In, 7/16 In, Cap               | BLACK & DECKER-TOOLS & ACCESSO  | DC383K                 | \$228.00 \$                | 195.60           |            |               |          |
| 346    | TOOLS                       | 4CY88            | Saw, Reciprocating, 18 V                     | GENERAL ELECTRIC LIGHTING       | 10490                  | \$14.95 \$                 | 5.76             |            |               |          |
| 347    | LIGHTING                    | 3V980            | Lamp, F320/Sp4T10/5                          | FOLDING GUARD CORPORATION       | 510                    | \$163.75 \$                | 101.61           |            |               |          |
| 348    | OTHER                       | 4KY69            | Panel, Partition                             | FENNER DRIVES                   | 405030                 | \$210.00 \$                | 97.41            |            |               |          |
| 349    | POWER TRANSMISSION & MOTORS | 6L771            | Power Twist V Belt, A                        | EDSAL MANUFACTURING COMPANY     | 102ZM                  | \$703.50 \$                | 343.94           |            |               |          |
| 350    | OTHER                       | 4TW32            | Workbench, Industrial                        |                                 |                        |                            |                  |            |               |          |

**Exhibit 1 - Core List**

| Line # | CATEGORY          | GRANDER MATERIAL | DESCRIPTION                               | BRAND NAME                     | BRAND NAME PART NUMBER | GRANDER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM? | Confirmation | Category |
|--------|-------------------|------------------|-------------------------------------------|--------------------------------|------------------------|----------------------------|------------------|-------------|--------------|----------|
| 351    | OTHER             | 54488            | Wrap,Stretch,12 in                        | INTERTAPE POLYMER CORP.        | HR2031200-WG           | \$18.08 \$                 | 7.04             |             |              |          |
| 352    | JANITORIAL        | 30P49            | Arm Gripper                               | UNGER ENTERPRISES              | NN900                  | \$34.85 \$                 | 11.79            |             |              |          |
| 353    | SAFETY            | 15G11            | Safety Cabinet Can                        | EAGLE MFG CO                   | 1947LEGS               | \$1,294.00 \$              | 671.86           |             |              |          |
| 354    | HVAC & PNEUMATICS | 1EVB8            | Refrigerator Undercounter 6.1 Cu.Ft.Bk    | MARVEL SCIENTIFIC TAN AGA.COM  | RCAR007                | \$1,215.00 \$              | 725.86           |             |              |          |
| 355    | LIGHTING          | 3VK11            | Lamp,F2828Sp50Eco                         | GENERAL ELECTRIC LIGHTING      | 16090                  | \$2.44 \$                  | 1.53             |             |              |          |
| 356    | TOOLS             | 2VA36            | Power Tool Battery,38.0 V,Lithium Ion     | BLACK & DECKER-TOOLS & ACCESSO | DG9360                 | \$195.00 \$                | 173.04           |             |              |          |
| 357    | OTHER             | 4RD17            | Pump,Circulator,1/12hp                    | BELL & GOSSETT                 | W06197                 | \$625.00 \$                | 303.81           |             |              |          |
| 358    | JANITORIAL        | 3U712            | Vacuum Upright                            | ELECTROLUX HOME CARE PRODUCTS  | SC886                  | \$622.00 \$                | 186.95           |             |              |          |
| 359    | SAFETY            | 2P332            | Eye Wash Station                          | BRADLEY FIXTURES CORP.         | S19-31-00R             | \$707.50 \$                | 375.50           |             |              |          |
| 360    | SAFETY            | 5TR29            | Sock Oil Sorbent,Pk12                     | OL-DRI CORPORATION OF          | L9089G                 | \$48.30 \$                 | 28.13            |             |              |          |
| 361    | JANITORIAL        | 4YH94            | Burnisher,2400 RPM                        | MINUTEMAN INTERNATIONAL, INC.  | M24000-04              | \$2,690.00 \$              | 1,339.38         |             |              |          |
| 362    | SAFETY            | 1A297            | Gatede,Glacier Freez                      | QUAKER OATS COMPANY            | 35677                  | \$4.52 \$                  | 2.89             |             |              |          |
| 363    | LIGHTING          | 2V869            | Lamp,Lu250/SbyXl                          | GENERAL ELECTRIC LIGHTING      | 19270                  | \$126.50 \$                | 25.50            |             |              |          |
| 364    | JANITORIAL        | 6Y929            | Container,Precycling                      | RUBBERMAID COMMERCIAL PRODUCT  | 2568-73                | \$231.50 \$                | 91.84            |             |              |          |
| 365    | HVAC & PNEUMATICS | 2E430            | Guard,Thermostat,Clear                    | GRAINGER GLOBAL SOURCING       | 2E430                  | \$28.15 \$                 | 12.78            |             |              |          |
| 366    | PLUMBING          | 3H016            | Water Cooler,2.8 Gph                      | ELKAY SALES INC.               | F07003T_98             | \$496.50 \$                | 258.30           |             |              |          |
| 367    | PLUMBING          | 4DU84            | Wash Fountain,36 In Wide,Circular         | BRADLEY FIXTURES CORP.         | S93-333                | \$4,402.00 \$              | 3,331.10         |             |              |          |
| 368    | OTHER             | 1MCD3            | Gas Line Trimmer,26cc,Straight,1.3 HP     | NIKKO TANAKA ENGINEERING USA,  | TBC-255PF              | \$360.00 \$                | 256.23           |             |              |          |
| 369    | OTHER             | 2AVH7            | Air Plasma Cutting System,Input 115-230V  | MILLER ELECTRIC MFG COMP.      | 807439                 | \$1,673.00 \$              | 1,355.86         |             |              |          |
| 370    | SAFETY            | 4DY90            | Ear Muff,Wire Headband                    | HOWARD LEI DBA SPERIAN PROTECT | 1010923G               | \$19.99 \$                 | 10.46            |             |              |          |
| 371    | OTHER             | 4EU82            | Lift,Personnel,0AL52In,Work H36FLDC       | JLG INDUSTRIES INC             | 30AM-DC                | \$8,524.00 \$              | 7,427.43         |             |              |          |
| 372    | OTHER             | 2WE79            | Manure Fork,6 Tine,Stright,12 x 10 In     | AMES TRUE TEMPER CO.           | 1638200                | \$64.70 \$                 | 31.84            |             |              |          |
| 373    | ELECTRICAL        | 1VD92            | Switch,Motion Sensor                      | HUBBELL WIRING DEVICE          | ATP1277L               | \$101.20 \$                | 44.08            |             |              |          |
| 374    | OTHER             | 4KC91            | Cabinet,Modular Parts                     | STANLEY WORKS DBA STANLEY VDM  | SCU3144AL              | \$2,181.00 \$              | 1,355.43         |             |              |          |
| 375    | OTHER             | 1TR12            | Anemometer,Thermo                         | EXTECH INSTRUMENTS             | 45158                  | \$156.25 \$                | 87.51            |             |              |          |
| 376    | JANITORIAL        | 5M860            | Car,Janitor                               | RUBBERMAID COMMERCIAL PRODUCT  | 161738BBLA             | \$236.00 \$                | 91.20            |             |              |          |
| 377    | SAFETY            | 4JY32            | Glove,Nitrile,Size Large,Pr               | BEST MANUFACTURING CO          | 4650-09                | \$5.14 \$                  | 2.39             |             |              |          |
| 378    | ELECTRICAL        | 4HD47            | Cable Protector                           | HUBBELL WIRING DEVICE          | HELTRED58              | \$389.50 \$                | 186.18           |             |              |          |
| 379    | TOOLS             | 5LD24            | Rock Pick,Smooth,22 Oz,Steel w/Myl        | ESTWING MFG COMPANY            | ES-22P                 | \$36.00 \$                 | 21.89            |             |              |          |
| 380    | HVAC & PNEUMATICS | 4E515            | Cable,Heat,120 V                          | TYCO THERMAL CONTROLS          | H612250                | \$1,358.00 \$              | 661.30           |             |              |          |
| 381    | OTHER             | 4XV68            | Table,30x72 In,Gray/Bk                    | KRUEGER INTERNATIONAL, INC.    | DL3072GRBLJGC          | \$324.25 \$                | 159.11           |             |              |          |
| 382    | OTHER             | 3W700            | Speed Bump,2 In Height                    | VESTIL MANUFACTURING CORPORATI | SB-36                  | \$101.95 \$                | 58.49            |             |              |          |
| 383    | JANITORIAL        | 3WB92            | Pressure Washer                           | M-I-M CORPORATION              | GH-3504-0EGH           | \$5,801.00 \$              | 3,024.34         |             |              |          |
| 384    | OTHER             | 5A409            | Wrap,Stretch,14 In                        | INTERTAPE POLYMER CORP.        | HR2030355-AWG          | \$20.04 \$                 | 8.24             |             |              |          |
| 385    | OTHER             | 2HDT7            | Thermal Imaging System,Temp -10 to 350 C  | FLUKE CORPORATION              | FLUKE-TD25             | \$7,899.00 \$              | 7,027.15         |             |              |          |
| 386    | LIGHTING          | 3XY66            | Fixture, Wraparound                       | ACTIVITY BRANDS LIGHTING INC.  | 656848                 | \$87.20 \$                 | 41.90            |             |              |          |
| 387    | JANITORIAL        | 6B195            | Wet Area Mat, 3200, HorizonBlue,3 x 20 Ft | 3M HOME & COMMERCIAL CARE      | 5004801137228          | \$862.50 \$                | 422.94           |             |              |          |
| 388    | SAFETY            | 6WU89            | Pressure Washer                           | SALISBURY ELECTRICAL SAFETY LL | SK40-XL                | \$1,335.00 \$              | 719.65           |             |              |          |
| 389    | JANITORIAL        | 1N164            | Ato Flash Kit,400LXl                      | TORNADO INDUSTRIES, LLC        | 98964                  | \$1,824.00 \$              | 859.03           |             |              |          |
| 390    | TOOLS             | 2H035            | Boil Cutter,42 In,11/16 In Cap            | COOPER TOOLS - HAND TOOLS      | 0990MG                 | \$245.50 \$                | 124.74           |             |              |          |
| 391    | OTHER             | 3WB94            | Pressure Washer                           | M-I-M CORPORATION              | GH-1602-0M10           | \$3,443.00 \$              | 1,720.24         |             |              |          |
| 392    | LIGHTING          | 1B768            | Emergency Light,Ny/Chi                    | ACTIVITY BRANDS LIGHTING INC.  | 387795                 | \$322.25 \$                | 137.59           |             |              |          |
| 393    | OTHER             | 4XV70            | Table,30x68 In,Gray/Bk                    | KRUEGER INTERNATIONAL, INC.    | DL3068GRBLJGC          | \$343.00 \$                | 205.20           |             |              |          |
| 394    | OTHER             | 4Z275            | Truck Platform,2400 Lb                    | WESCO                          | 350092                 | \$650.00 \$                | 366.25           |             |              |          |
| 395    | JANITORIAL        | 5W842            | Cut End Map Head,24                       | ABCO PRODUCTS                  | CH-5W842TG             | \$55.92 \$                 | 1.84             |             |              |          |
| 396    | SAFETY            | 1TD23            | Lockout Padlock,Plastic,Orange,1 Key      | MASTER LOCK COMPANY            | 4650RJ                 | \$17.22 \$                 | 7.38             |             |              |          |
| 397    | JANITORIAL        | 4XK50            | Burnisher,1500 RPM                        | MINUTEMAN INTERNATIONAL, INC.  | M207130-00             | \$2,259.00 \$              | 1,019.00         |             |              |          |
| 398    | OTHER             | 4RC95            | Pump,Circulator,1/8 HP                    | BELL & GOSSETT                 | W02214                 | \$877.00 \$                | 412.41           |             |              |          |
| 399    | OTHER             | 4ZD11            | Hopper,Self Dumping,B                     | VESTIL MANUFACTURING CORPORATI | D-300-HD               | \$1,935.00 \$              | 1,394.95         |             |              |          |
| 400    | OTHER             | 2V712            | Lamp,Mw250/U,250 W                        | GENERAL ELECTRIC LIGHTING      | 42729                  | \$27.45 \$                 | 9.72             |             |              |          |
| 401    | LIGHTING          | 4A253            | Connector Body,30 A                       | HUBBELL WIRING DEVICE          | HBL2613                | \$81.90 \$                 | 38.84            |             |              |          |
| 402    | ELECTRICAL        | 3GE14            | Fixture,Hi Abuse,100 W                    | ACTIVITY BRANDS LIGHTING INC.  | 520028                 | \$73.50 \$                 | 26.20            |             |              |          |
| 403    | PLUMBING          | 3BL99            | Hand Dryer,120/208/240 Vac                | GRAINGER GLOBAL SOURCING       | 3BL99                  | \$460.25 \$                | 227.49           |             |              |          |
| 404    | OTHER             | 2LA26            | Thermal Imager For Building               | FLUKE CORPORATION              | FLUKE-TIR1             | \$7,344.00 \$              | 6,566.40         |             |              |          |
| 405    | OTHER             | 3KR68            | Drum Crusher/Compressor                   | VESTIL MANUFACTURING CORPORATI | HDC-900-IDC            | \$9,867.00 \$              | 6,552.33         |             |              |          |
| 406    | OTHER             | 5MN39            | Resistor,Pressure,4 In                    | RESERVED - 7 COMBINATIONS      | PAW455                 | \$448.25 \$                | 309.39           |             |              |          |
| 407    | TOOLS             | 7D825            | Master Set, 411 PC                        | GEORGIA PACIFIC CONSUMER PRODS | 13718                  | \$51.15 \$                 | 26.65            |             |              |          |
| 408    | JANITORIAL        | 1PHU1            | Jumbo Roll Bath Tissue,1 Ply,White,Pk8    | GEORGIA PACIFIC CONSUMER PRODS | 13718                  | \$51.15 \$                 | 26.65            |             |              |          |
| 409    | OTHER             | 1DYD1            | Vertical Soap Dispenser                   | CUSTOM LEATHERCRAFT MFG CO. I  | 1DY01                  | \$45.80 \$                 | 21.80            |             |              |          |
| 410    | SAFETY            | 5LF13            | Kneepad Easy Swivel Pr                    | GRAINGER GLOBAL SOURCING       | V6355                  | \$21.95 \$                 | 12.00            |             |              |          |
| 411    | OTHER             | 1D553            | Truck,Tilt,1 Cu Yd                        | RUBBERMAID COMMERCIAL PRODUCT  | 13150BBLACK            | \$1,075.00 \$              | 458.79           |             |              |          |
| 412    | PLUMBING          | 1GT62            | Wall Mounted Shower,Seat,Reversible       | BRADLEY FIXTURES CORP.         | 9559-00000-0R          | \$530.50 \$                | 288.56           |             |              |          |
| 413    | OTHER             | 1EKU8            | Barrier Fence,Orange,48 In x 50 Ft        | CORTINA TOOLS & MOLDING CO DBA | 03-300IG               | \$72.30 \$                 | 19.54            |             |              |          |
| 414    | OTHER             | 6A285            | Load Hugga,M/L700Lb,Vinyl Coated S        | LIPTALL                        | 6A103                  | \$20.10 \$                 | 4.11             |             |              |          |
| 415    | OTHER             | 4YT95            | Cart,Utility,2 Shelves                    | AKRO MILLS INC                 | 39936GREY              | \$275.25 \$                | 160.55           |             |              |          |
| 416    | SAFETY            | 1FYK1            | Safety Cabinet,30G Self Clean,Yellow      | EAGLE MFG CO                   | YPL2710                | \$1,840.00 \$              | 977.69           |             |              |          |
| 417    | HVAC & PNEUMATICS | 1YMW5            | Air Circulator,Mobile,36 In,115 V         | GRAINGER GLOBAL SOURCING       | 1YMW5                  | \$639.50 \$                | 317.77           |             |              |          |
| 418    | OTHER             | 1EBX8            | Power Quality Analyzer Kit,3 Phase,TRMS   | FLUKE CORPORATION              | FLUKE-435              | \$7,877.00 \$              | 7,010.40         |             |              |          |
| 419    | OTHER             | 2LEF5            | HCL Toilet Bowl Cleaner,1 qt              | RAMSEY COMPANY                 | 4589667                | \$4.61 \$                  | 1.76             |             |              |          |
| 420    | JANITORIAL        |                  |                                           |                                |                        |                            |                  |             |              |          |

☑ = Green Products

PROPRIETARY AND CONFIDENTIAL

**Exhibit 1 - Core List**

| Line # | CATEGORY          | GRANDER MATERIAL                             | DESCRIPTION | BRAND NAME                      | BRAND NAME PART NUMBER | GRANDER CATALOG EACH PRICE | MEMBER NET PRICE | GREEN ITEM | Certification | Category |
|--------|-------------------|----------------------------------------------|-------------|---------------------------------|------------------------|----------------------------|------------------|------------|---------------|----------|
| 421    | HVAC & PNEUMATICS | UNIT HEATER, 15 KW, 480 V                    | 2YU73       | GRAINGER GLOBAL SOURCING        | 2YU73                  | \$1,386.00                 | \$ 928.49        |            |               |          |
| 422    | HVAC & PNEUMATICS | HEATER SPACE, 15 KW                          | 1RK79       | GRAINGER GLOBAL SOURCING        | 1RK79                  | \$913.50                   | \$ 593.25        |            |               |          |
| 423    | TOOLS             | Socket Set, S&W Deep, 12 Pt, 22 Pc           | 5C875       | STANLEY PROTO GRP OF STANLEY W  | 52135                  | \$219.00                   | \$ 122.59        |            |               |          |
| 424    | TOOLS             | Blade, 6in, P450                             | 1Y259       | MILWAUKEE ELECTRIC TOOL CORP    | 48-01-6186             | \$110.25                   | \$ 56.53         |            |               |          |
| 425    | TOOLS             | Hammer Demolition                            | 4Y662       | MILWAUKEE ELECTRIC TOOL CORP    | 5337-21                | \$945.00                   | \$ 810.00        |            |               |          |
| 426    | HVAC & PNEUMATICS | Window Room A/C                              | 3DU27       | FRIEDRICH AIR COND. CO.         | KM16                   | \$935.00                   | \$ 576.98        |            |               |          |
| 427    | OTHER             | Hoist Air Chain, 2200LB, 28FPM               | 6B465       | INGERSOLL-RAND TOOL & HOIST     | ML1000K2C10CB-G        | \$3,934.00                 | \$ 2,859.03      |            |               |          |
| 428    | JANITORIAL        | Cover Seat, PK5000                           | 1MM38       | GEORGIA PACIFIC CONSUMER PRODS  | 47046                  | \$3,934.00                 | \$ 2,859.03      |            |               |          |
| 429    | OTHER             | Cabinet, Modular Drawer                      | 4LE50       | LISTA INTL CORP                 | 081390-50              | \$1,864.00                 | \$ 45.18         |            |               |          |
| 430    | SAFETY            | Kit, First Aid, Medium                       | 4Y688       | NORTH SAFETY PRODUCTS           | 2019702-0002L          | \$26.60                    | \$ 11.80         |            |               |          |
| 431    | SAFETY            | Hood, PAPR, White, Regular, PK 3             | 1AGD7       | 3M/OKES DIV                     | 50651138720884         | \$127.15                   | \$ 73.98         |            |               |          |
| 432    | TOOLS             | Impact Wrench, 1 In. Detent Dr, 1400RPM, 12A | 1GU83       | MAKITA                          | 1Y11000                | \$985.00                   | \$ 761.38        |            |               |          |
| 433    | OTHER             | Paint Marking Wheel                          | 6W32        | RUST-OLEUM CORP                 | 203030                 | \$4.88                     | \$ 2.59          |            |               |          |
| 434    | TOOLS             | Recip Saw Blade, 12 L/34 W/8-12 TP, PK 5     | 2AC17       | MILWAUKEE ELECTRIC TOOL CORP    | 48-00-0094             | \$29.65                    | \$ 13.23         |            |               |          |
| 435    | HVAC & PNEUMATICS | Evaporative Fan, 36 In                       | 4W732       | PORT-A-COOL, LLC                | PAC2K3K3S              | \$3,099.00                 | \$ 1,678.34      |            |               |          |
| 436    | OTHER             | Combustion Analyzer                          | 4LU61       | BACHARACH INC                   | 24-8342                | \$3,834.00                 | \$ 2,031.73      |            |               |          |
| 437    | OTHER             | Generator, 5.2kw, Gas                        | 4PA15       | BRIGGS & STRATTON               | 30242                  | \$1,199.00                 | \$ 946.48        |            |               |          |
| 438    | LIGHTING          | Lamp, F328/S941/Eero                         | 4PL15       | GENERAL ELECTRIC LIGHTING       | 26668                  | \$2.44                     | \$ 1.19          |            |               |          |
| 439    | SAFETY            | Platform, Modular, 20um                      | 4YF76       | EAGLE MFG CO                    | 1532                   | \$161.25                   | \$ 37.88         |            |               |          |
| 440    | JANITORIAL        | Mat, Entrance, Charcoal                      | 4OB95       | SUPERIOR MFG GROUP              | 16750035CH             | \$102.45                   | \$ 37.88         |            |               |          |
| 441    | TOOLS             | Bolt Cutter, 36 In, 8/16 In Cap              | 2H923       | COOPER TOOLS - HAND TOOLS       | 0390MC                 | \$197.50                   | \$ 100.03        |            |               |          |
| 442    | HVAC & PNEUMATICS | PTAC, 15000T4800 BHP, 230/208 V, 9.5 EER     | 1YXJ6       | FRIEDRICH AIR COND. CO.         | PD216K6SD              | \$1,016.00                 | \$ 585.58        |            |               |          |
| 443    | SAFETY            | Eye Wash Station                             | 6UD87       | FEND ALL DBA SPERIAN PROTECTIO  | 32-000230-0000         | \$316.25                   | \$ 170.44        |            |               |          |
| 444    | OTHER             | Angle Oil Meter                              | 6Y878       | LINCOLN INDUSTRIAL              | 877                    | \$483.00                   | \$ 234.61        |            |               |          |
| 445    | TOOLS             | Cut Off Tool Metal, 18v                      | 3WY80       | BLACK & DECKER-TOOLS & ACCESSO  | DC411KA                | \$285.00                   | \$ 219.92        |            |               |          |
| 446    | LIGHTING          | Linear Lamp, F3218XL/SPX41/HVOC, 24k Hr      | 1PD33       | GENERAL ELECTRIC LIGHTING       | 00269                  | \$19.57                    | \$ 6.49          |            |               |          |
| 447    | TOOLS             | Rolling Work Station, 66 Wx46 H, 12 Drawer   | 12WK3       | STANLEY PROTO GRP OF STANLEY W  | 1458646-12RD           | \$4,761.00                 | \$ 2,804.50      |            |               |          |
| 448    | OTHER             | Truck Jack                                   | 5W459       | GRAINGER GLOBAL SOURCING        | 5W459                  | \$1,217.00                 | \$ 605.30        |            |               |          |
| 449    | OTHER             | Truck Hand Pallet                            | 4ZJ34       | GRAINGER GLOBAL SOURCING        | 4ZJ34                  | \$464.50                   | \$ 372.17        |            |               |          |
| 450    | OTHER             | Ratchet Bender, 12 In                        | 4YX96       | GRAINGER GLOBAL SOURCING        | 4YX96                  | \$867.00                   | \$ 372.17        |            |               |          |
| 451    | OTHER             | Fixture Emergency Exit                       | 4EB94       | GRAINGER GLOBAL SOURCING        | 4EB94                  | \$95.05                    | \$ 23.24         |            |               |          |
| 452    | LIGHTING          | Vacuum, Wet/Dry, 22 G                        | 3BA32       | ACUTY BRANDS LIGHTING INC.      | 388066                 | \$68.65                    | \$ 35.95         |            |               |          |
| 453    | JANITORIAL        | Quaker Oats Company                          | 47B85       | SHOP VAC CORP                   | 9530408                | \$279.52                   | \$ 156.76        |            |               |          |
| 454    | SAFETY            | Gatorade, Lemon - Lime                       | 5T405       | QUAKER OATS COMPANY             | 03969                  | \$4.52                     | \$ 2.88          |            |               |          |
| 455    | JANITORIAL        | Towel Cloth, PK1440                          | 3JG98       | GEORGIA PACIFIC CONSUMER PRODS  | 23000                  | \$45.30                    | \$ 23.63         |            |               |          |
| 456    | SAFETY            | Radio Zib, Pz2                               | 1W233       | MOTOROLA INCORPORATED           | 13500                  | \$54.35                    | \$ 35.86         |            |               |          |
| 457    | SAFETY            | Oil Pad, Heavy, 35 Gal Sorbent, PK100        | 1YH77       | OIL-DRI CORPORATION OF          | L9080G                 | \$73.75                    | \$ 33.40         |            |               |          |
| 458    | OTHER             | Machine Stretch Wrap                         | 3KB51       | HIGHLIGHT INDUSTRIES INC        | 760085                 | \$6,655.00                 | \$ 5,820.48      |            |               |          |
| 459    | TOOLS             | Hammer Breaker                               | 4WN48       | ROBERT BOSCH TOOL CORP.         | 11304K                 | \$1,889.00                 | \$ 1,520.10      |            |               |          |
| 460    | OTHER             | Machine Mover, Pz2                           | 4Z280       | WESCO                           | 260395                 | \$2,846.00                 | \$ 1,851.58      |            |               |          |
| 461    | OTHER             | Jumbo Storage Cabinet, 4 Shelves, Grey       | 1YMD6       | TENNISCO CORP                   | 12478UMGY              | \$616.00                   | \$ 376.49        |            |               |          |
| 462    | TOOLS             | Pressing Tool, Cordless, For 1/2 To 4 In     | 2GM64       | RIDGE TOOL COMPANY              | 27023                  | \$3,339.00                 | \$ 2,878.80      |            |               |          |
| 463    | HVAC & PNEUMATICS | HEATER ELECTRIC, 7.5 KW                      | 2YU67       | GRAINGER GLOBAL SOURCING        | 2YU67                  | \$795.50                   | \$ 355.01        |            |               |          |
| 464    | OTHER             | Stopping Cutter, For 3/4 In W Strap          | 6A217       | COOPER TOOLS - HAND TOOLS       | 09087                  | \$115.45                   | \$ 54.91         |            |               |          |
| 465    | TOOLS             | Drain Cleaning Machine, 3/4 x 100FT          | 1ATH5       | RIDGE TOOL COMPANY              | 42007                  | \$2,184.00                 | \$ 1,727.01      |            |               |          |
| 466    | TOOLS             | Diamond Blade, 14 In, Segmented, 1in Abor    | 2AFH3       | MK DIAMOND PRODUCTS, INC.       | 163931                 | \$257.75                   | \$ 142.35        |            |               |          |
| 467    | JANITORIAL        | Towel OneFold, PK 4000                       | 4CJ74       | GEORGIA PACIFIC CONSUMER PRODS  | 23980                  | \$64.70                    | \$ 34.15         |            |               |          |
| 468    | JANITORIAL        | Liquid Dish Detergent, 1 qt                  | 2LEF1       | RAMSEY COMPANY                  | 4563376                | \$6.01                     | \$ 2.33          |            |               |          |
| 469    | LIGHTING          | Worklight Case, 1200 W                       | 5RV13       | GRAINGER GLOBAL SOURCING        | 5RV13                  | \$160.00                   | \$ 106.07        |            |               |          |
| 470    | SAFETY            | Barrier Tape, Yellow                         | 44416       | C.H. HANSON CO. THE             | 16000                  | \$17.50                    | \$ 3.68          |            |               |          |
| 471    | HVAC & PNEUMATICS | Air Compressor, 120 V, 2 HP, 20 Gal Tank     | 1NNF6       | GRAINGER GLOBAL SOURCING        | 1NNF6                  | \$515.00                   | \$ 467.10        |            |               |          |
| 472    | OTHER             | Air Operated Grease Pump, 5 Gal              | 4ZT49       | WEEVES INDUSTRIES INC LEGACY MF | L6000-GRA              | \$915.00                   | \$ 524.16        |            |               |          |
| 473    | OTHER             | Process Calibrator Multimeter                | 3MU89       | FLUKE CORPORATION               | FLUKE-789WWG           | \$861.00                   | \$ 705.76        |            |               |          |
| 474    | TOOLS             | Utility Knife, Retract                       | 4UAT9       | IRWIN INDUSTRIAL TOOL CO.       | 2052200GR              | \$15.87                    | \$ 8.55          |            |               |          |
| 475    | ELECTRICAL        | Cord Portable, 250ft                         | 5W678       | GENERAL CABLE CORPORATION       | WT380.15.01            | \$260.00                   | \$ 114.64        |            |               |          |
| 476    | HVAC & PNEUMATICS | AC, Portable, 10000Btu/h                     | 6E868       | DENSO SALES CALIFORNIA INC      | CLASSIC 10             | \$3,307.00                 | \$ 1,975.51      |            |               |          |
| 477    | TOOLS             | Cordless Combination Kit, Velle, 36.0        | 2YA99       | BLACK & DECKER-TOOLS & ACCESSO  | DCX6401                | \$895.00                   | \$ 776.73        |            |               |          |
| 478    | JANITORIAL        | Foam Soap Dispenser, Gray, Size 1200ml       | 1PK97       | GOJO INDUSTRIES                 | 2760-12-85P00          | \$46.40                    | \$ 18.80         |            |               |          |
| 479    | OTHER             | Multimeter, Digital, LCD                     | 4EB18       | FLUKE CORPORATION               | FLUKE-57-5MMWG         | \$412.50                   | \$ 325.50        |            |               |          |
| 480    | OTHER             | Calibrator, Documenting, RS232 and HART      | 6KD45       | FLUKE CORPORATION               | FLUKE-744WWG           | \$6,174.00                 | \$ 5,143.71      |            |               |          |
| 481    | TOOLS             | Cordless Hammer Drill/Driver Kit, 23.0 V     | 4ZAG8       | MILWAUKEE ELECTRIC TOOL CORP    | 0724-24                | \$475.00                   | \$ 65.45         |            |               |          |
| 482    | LIGHTING          | Hands Free Headlight, Xenon, LEDs, 4 AA      | 1LEH2       | PETZL AMERICA                   | 568 P                  | \$149.35                   | \$ 68.45         |            |               |          |
| 483    | TOOLS             | Vise Heavy Duty, 6 1/2 In, 6 1/2 In Open     | 4LT64       | WMH TOOL GROUP, INC.            | 63201                  | \$594.00                   | \$ 312.43        |            |               |          |
| 484    | OTHER             | Bulk Storage Rack, Starter, NSF, 27Wx24D     | 1LX6E       | EDSAL MANUFACTURING COMPANY     | ERX7224728             | \$304.00                   | \$ 183.46        |            |               |          |
| 485    | TOOLS             | Diamond Blade, 12 In, Segmented, 1in Abor    | 2AH22       | MK DIAMOND PRODUCTS, INC.       | 163830                 | \$205.00                   | \$ 120.05        |            |               |          |
| 486    | OTHER             | Truck Pallet                                 | 5NP21       | GRAINGER GLOBAL SOURCING        | 5NP21                  | \$917.00                   | \$ 454.09        |            |               |          |
| 487    | TOOLS             | Impact Wrench, 1/2in 18v                     | 4BU70       | BLACK & DECKER-TOOLS & ACCESSO  | DW059N-2               | \$565.00                   | \$ 313.85        |            |               |          |
| 488    | HVAC & PNEUMATICS | Air Circulator, Mobile, 48 In, 115 V         | 2ATV4       | GREENHECK FAN CORPORATION       | 12ATV4                 | \$1,193.00                 | \$ 653.29        |            |               |          |
| 489    | OTHER             | Truck Utility                                | 4UR39       | RUBBERMAID COMMERCIAL PRODUCTS  | 1471600GRAY            | \$734.00                   | \$ 276.15        |            |               |          |
| 490    | LIGHTING          | Exit Sign, Led, 120/277V, 0.72W, Green       | 1GC97       | ACUTY BRANDS LIGHTING INC.      | 388073                 | \$92.95                    | \$ 37.20         |            |               |          |

Exhibit 1 - Core List

| Line # | CATEGORY          | GRANDER MATERIAL | DESCRIPTION                                   | BRAND NAME                       | BRAND NAME PART NUMBER | GRANDER CATALOG PRICE | MEMBER NET PRICE | GREEN ITEM | Certification | Category |
|--------|-------------------|------------------|-----------------------------------------------|----------------------------------|------------------------|-----------------------|------------------|------------|---------------|----------|
| 491    | HVAC & PNEUMATICS | 40A35            | Fan, Table, 12 in. 3 Spd                      | LASKO METAL PRODUCTS             | 9102                   | \$42.90               | \$ 24.23         |            |               |          |
| 492    | SAFETY            | 40X13            | Glove, White, Palm Coated, Size 8 Pr          | ANSELL PROTECTIVE PRODUCTS INC   | 25571                  | \$5.83                | \$ 2.94          |            |               |          |
| 493    | OTHER             | 1UB11            | Extra Wide Modular Cabinet, 7 Drawers         | STANLEY WORKS DBA STANLEY VDM    | RP5545AL               | \$3,280.00            | \$ 2,091.96      |            |               |          |
| 494    | SAFETY            | 44983            | Eye Wash Station, 15 G                        | BRADLEY FIXTURES CORP.           | S16-788GR              | \$1,298.00            | \$ 777.29        |            |               |          |
| 495    | OTHER             | 3LE86            | Portable Power Source, 1224v                  | GRAINGER GLOBAL SOURCING         | 3LE86                  | \$348.00              | \$ 275.24        |            |               |          |
| 496    | SAFETY            | 32C47            | Water Cooler, 10 G                            | IGLOO PRODUCTS CORP.             | 4101                   | \$95.50               | \$ 42.64         |            |               |          |
| 497    | TOOLS             | 1AR18            | Torque Multiplier                             | STANLEY PROTO GRP OF STANLEY W   | J6232                  | \$2,802.00            | \$ 1,442.79      |            |               |          |
| 498    | OTHER             | 4X255            | Lift Personnel, QAL52, 5in Work H21FLDC       | JLG INDUSTRIES INC               | 16341                  | \$6,500.00            | \$ 5,666.89      |            |               |          |
| 499    | SAFETY            | 3AF98            | Can Safety 2 Type S G                         | JUSTITVE MFG. COMPANY LLC        | 10821                  | \$11.50               | \$ 44.30         |            |               |          |
| 500    | JANITORIAL        | 4TB93            | Filler, Cartridge, Hepa                       | SHOD VAC CORP                    | 9197208                | \$42.95               | \$ 23.05         |            |               |          |
| 501    | TOOLS             | 4CR41            | Plier, Tongue Groove, 12 In                   | CHANNELLOCK, INC.                | 440                    | \$20.84               | \$ 11.21         |            |               |          |
| 502    | SAFETY            | 5UJ98            | Arc Flash Kit, 40 Cal/L                       | SALISBURY ELECTRICAL SAFETY LL   | SK40-L                 | \$1,122.00            | \$ 647.33        |            |               |          |
| 503    | OTHER             | 3WU88            | Gale, Adjustable, Safety                      | MATERIAL CONTROL INC DBA COITE   | AG24402                | \$335.50              | \$ 181.46        |            |               |          |
| 504    | OTHER             | 3W868            | Parking Cub/Cat Stop, Gray                    | VESTIL MANUFACTURING CORPORATI   | CS-33-G                | \$57.25               | \$ 38.30         |            |               |          |
| 505    | HVAC & PNEUMATICS | 5B924            | Pleated Filter, 24x24x2                       | VEILTRATION GROUP INC            | 13224242               | \$16.42               | \$ 4.55          |            |               |          |
| 506    | SAFETY            | 5YG04            | Water Cooler, 2 G                             | IGLOO PRODUCTS CORP.             | 421                    | \$32.85               | \$ 17.61         |            |               |          |
| 507    | OTHER             | 4GU58            | Shovel, Trench, 5x10 In                       | AMES TRUE TEMPER CO.             | 1576100                | \$40.60               | \$ 20.71         |            |               |          |
| 508    | JANITORIAL        | 1RW75            | Pressure Washer                               | MIL-TM CORPORATION               | GC-4003-3MGH           | \$3,005.00            | \$ 1,826.70      |            |               |          |
| 509    | OTHER             | 5ZH11            | Cabinet & Shelves                             | STRONGHOLD PROD DIV FABRIC MTL   | 86-DS-248              | \$1,365.00            | \$ 1,142.18      |            |               |          |
| 510    | OTHER             | 4YJ53            | Coffee Brewer                                 | WELLS BLOOMFIELD DIV OF COR. I   | 8572                   | \$892.50              | \$ 566.30        |            |               |          |
| 511    | HVAC & PNEUMATICS | 2LY96            | Air Circulator, 20 In                         | GRAINGER GLOBAL SOURCING         | 2LY96                  | \$237.00              | \$ 146.36        |            |               |          |
| 512    | LIGHTING          | 3LE31            | Ballast, HID Core/Coil                        | PHILIPS LIGHTING ELECTRONICS N   | 71A5292-001D           | \$198.75              | \$ 47.14         |            |               |          |
| 513    | OTHER             | 1F161            | Tape 2 In Width                               | 3M TAPE DIVISION                 | 00051115068201         | \$11.84               | \$ 6.79          |            |               |          |
| 514    | TOOLS             | 2KUX3            | Power Cutter, 14 In, 3350 RPM, HP 5.6         | MAKITA                           | DPC7321X1              | \$995.00              | \$ 805.50        |            |               |          |
| 515    | JANITORIAL        | 2UX28            | Cleaner/Polish, 21 Oz Net Weight              | 3M HOME & COMMERCIAL CARE        | 5004301110020          | \$15.73               | \$ 7.60          |            |               |          |
| 516    | HVAC & PNEUMATICS | 2MA11            | Air Circulator, 24 In, 11.5 V 4950 CFM        | GRAINGER GLOBAL SOURCING         | 2MA11                  | \$270.00              | \$ 130.53        |            |               |          |
| 517    | JANITORIAL        | 3UP39            | Cleaner/Degreaser, 85 G                       | SUNSHINE MAKERS INC              | 19055                  | \$763.00              | \$ 451.54        |            |               |          |
| 518    | OTHER             | 6UJ83            | Ladder, Fg, BFI, Spec Duty, Spread 54, 3/4in  | NEW WERNER HOLDING CO. INC.      | 7208                   | \$228.75              | \$ 122.25        |            |               |          |
| 519    | OTHER             | 5AA10            | Wrap, Stretch, 18 In                          | INTERTAPE POLYMER CORP.          | HR2031800-4WG          | \$24.99               | \$ 13.82         |            |               |          |
| 520    | LIGHTING          | 3A531            | Core/Coil Ballast Kit, 175 W Lamp             | PHILIPS LIGHTING ELECTRONICS N   | 71A5570001D94          | \$118.60              | \$ 36.38         |            |               |          |
| 521    | OTHER             | 4WM12            | Hoe, Garden                                   | AMES TRUE TEMPER CO.             | 1846400                | \$38.55               | \$ 21.45         |            |               |          |
| 522    | OTHER             | 2ZB46            | Infrared Thermometer With Laser Sighting      | GRAINGER GLOBAL SOURCING         | 2ZB46                  | \$99.00               | \$ 29.00         |            |               |          |
| 523    | LIGHTING          | 2C538            | Lamp, 120 W Ew, T4 Bulb                       | GENERAL ELECTRIC LIGHTING        | 10099                  | \$43.50               | \$ 17.88         |            |               |          |
| 524    | LIGHTING          | 1E026            | Lamp, 360 W Ew, S-66 V                        | GENERAL ELECTRIC LIGHTING        | 19475                  | \$30.55               | \$ 6.74          |            |               |          |
| 525    | TOOLS             | 5BT85            | Sander/Grinder, 4.5 In                        | BLACK & DECKER-TOOLS & ACCESSO   | D28402                 | \$99.00               | \$ 66.30         |            |               |          |
| 526    | LIGHTING          | 2ETR9            | Fluorescent Lamp, T8 F32T82WSPX50IECO         | GENERAL ELECTRIC LIGHTING        | 72131                  | \$6.58                | \$ 2.82          |            |               |          |
| 527    | JANITORIAL        | 1D259            | Degreaser, 20 Oz                              | CRG INDUSTRIES INC               | 03180                  | \$10.00               | \$ 4.10          |            |               |          |
| 528    | HVAC & PNEUMATICS | 4E668            | Thermostat, Pneumatic                         | SIEMENS HVAC PRODUCTS'S DIVISION | 4E668                  | \$88.80               | \$ 42.55         |            |               |          |
| 529    | OTHER             | 1EVG7            | Multimeter and Software Kit                   | FLUKE CORPORATION                | FLUKE-289AVF           | \$649.00              | \$ 546.95        |            |               |          |
| 530    | OTHER             | 6VY21            | Abrasive Blast Cabinet                        | ECONOLINE MFG. INC.              | 101697WD-A             | \$5,081.00            | \$ 3,079.76      |            |               |          |
| 531    | SAFETY            | 5T486            | Blanket, Wall                                 | INDUSTRIAL NOISE CONTROL         | 110                    | \$182.00              | \$ 101.89        |            |               |          |
| 532    | JANITORIAL        | 1VAG2            | Hand Scratch Brush, PK 5                      | GRAINGER GLOBAL SOURCING         | 1VAG2                  | \$17.32               | \$ 4.68          |            |               |          |
| 533    | JANITORIAL        | 1YPC1            | Trash Can Liner, 36 x 38 In, PK 50            | BERRY PLASTICS HOLDING CORPORA   | NX-5486DMB             | \$76.45               | \$ 22.41         |            |               |          |
| 534    | TOOLS             | 3VY49            | Socket Set, 9pc                               | STANLEY PROTO GRP OF STANLEY W   | 9785                   | \$168.25              | \$ 118.56        |            |               |          |
| 535    | FASTENERS         | 1HY56            | Rod Coupling Nut, 1/8-8 SS, 7/8-9             | COUPLING NUT SUPPLY              | 2502446G               | \$21.59               | \$ 13.41         |            |               |          |
| 536    | TOOLS             | 1VK69            | BATTERY FAN COOLED 24V                        | BLACK & DECKER-TOOLS & ACCESSO   | DM0242                 | \$152.75              | \$ 125.40        |            |               |          |
| 537    | HVAC & PNEUMATICS | 6W746            | Honeycomb Filter Carbon, 24x24x2              | FILTRATION GROUP INC             | 20206P                 | \$48.00               | \$ 25.98         |            |               |          |
| 538    | TOOLS             | 1EZ24            | SDS Max Rotary Hammer Drill, 11.5 A, 120V     | BLACK & DECKER-TOOLS & ACCESSO   | D25600K                | \$825.00              | \$ 582.50        |            |               |          |
| 539    | OTHER             | 1LZD6            | Bulk Storage Rack, Add On, Width 48 In        | LYON WORKSPACE PRODUCTS          | DD57111R               | \$428.75              | \$ 250.13        |            |               |          |
| 540    | OTHER             | 5YB28            | Thermometer, Infrared                         | FLUKE CORPORATION                | FLUKE-572MMWG          | \$877.50              | \$ 733.25        |            |               |          |
| 541    | OTHER             | 2P352            | Pump, Sump, 1/8 HP                            | FRANKLIN ELEC WATER TRANS SYS    | 905902                 | \$115.50              | \$ 61.55         |            |               |          |
| 542    | OTHER             | 4LE52            | Cabinet, Modular Drawer                       | LISTA INT'L CORP                 | OS1350-32              | \$2,810.00            | \$ 1,943.04      |            |               |          |
| 543    | OTHER             | 4N337            | Sliding Door Shelf Cabinet, 1 Adj Shelf       | LISTA INT'L CORP                 | OSSD300-53             | \$1,095.00            | \$ 653.44        |            |               |          |
| 544    | TOOLS             | 4N337            | Water Jetter, 3000 PSI                        | RIDGE TOOL COMPANY               | 64882                  | \$5,673.00            | \$ 4,665.10      |            |               |          |
| 545    | OTHER             | 4ZD58            | Posttension, Pallat                           | BIGHAMON INDUSTRIES              | EZ-45                  | \$2,790.00            | \$ 1,709.64      |            |               |          |
| 546    | LIGHTING          | 5TB74            | Emergency Exit Sign                           | ACUITY BRANDS LIGHTING INC.      | 144R3Y                 | \$217.50              | \$ 101.88        |            |               |          |
| 547    | OTHER             | 1WG32            | Sq Point Shovel, 48 In Handle                 | GRAINGER GLOBAL SOURCING         | 1WG32                  | \$27.50               | \$ 14.50         |            |               |          |
| 548    | PLUMBING          | 2KLD7            | Water Cooler, 6 GPH, SS, 27 1/4 In H          | HALSEY TAYLOR                    | 8740082083_#8          | \$960.00              | \$ 979.26        |            |               |          |
| 549    | LIGHTING          | 5LE21            | Battery, D, 1.5v, PK12                        | DURACELL                         | PC1300                 | \$16.09               | \$ 7.13          |            |               |          |
| 550    | OTHER             | 5AA10            | Lender, Fg, 6F, Non Cond, Spread 25in         | ALUMINUM LADDER COMPANY          | P100H-06-HDC           | \$875.50              | \$ 542.09        |            |               |          |
| 551    | OTHER             | 1LZK7            | Abrasive Sheet, 9x11, 120 Grit, A31, 1 PK 100 | SAINT-GOBAIN ABRASIVES, INC.     | 66261101485            | \$43.45               | \$ 29.24         |            |               |          |
| 552    | LIGHTING          | 1XWU6            | Ballast, Electronic, Twin Tube, 3 Lamp        | PHILIPS LIGHTING ELECTRONICS N   | KN3TTP40SC             | \$81.40               | \$ 32.35         |            |               |          |
| 553    | OTHER             | 4V954            | Pump, Engine Driven                           | GRAINGER GLOBAL SOURCING         | 4V954                  | \$730.50              | \$ 425.19        |            |               |          |
| 554    | SAFETY            | 3RY54            | Door, Metal, St Door                          | DECO DOOR PRODUCTS               | 1HLV6                  | \$545.00              | \$ 306.61        |            |               |          |
| 555    | OTHER             | 1HLV6            | Adjustable Twist Nozzle, Solid Brass          | GRAINGER GLOBAL SOURCING         | 1HLV6                  | \$10.84               | \$ 4.12          |            |               |          |
| 556    | HVAC & PNEUMATICS | 5NF17            | Heater, Washdown Unit                         | MARLEY ENGINEERED PRODUCT        | JUN500483TSL           | \$2,527.00            | \$ 1,293.10      |            |               |          |
| 557    | OTHER             | 5W650            | Sin Box, Plastic, Blue                        | AKRO MILS INC                    | 30-184BLUE             | \$9.59                | \$ 3.79          |            |               |          |
| 558    | HVAC & PNEUMATICS | 4WV31            | Evaporative Fan, 36 In                        | PORT-A-COOL, LLC                 | PAC2X361S              | \$2,851.00            | \$ 1,530.46      |            |               |          |
| 559    | OTHER             | 3ZF09            | Insect Killer, 120 Watt                       | FLOWTRON OUTDOOR PRODUCTS        | FC7800R                | \$315.00              | \$ 190.79        |            |               |          |
| 560    | OTHER             | 4LV43            | Bulb, Blacklight, 4.0 W                       | FLOWTRON OUTDOOR PRODUCTS        | BF130                  | \$33.50               | \$ 18.33         |            |               |          |

**Exhibit 1 - Core List**

| Line # | CATEGORY                    | GRAINGER MATERIAL | DESCRIPTION                                     | BRAND NAME                       | BRAND NAME PART NUMBER | GRAINGER CATALOG PRICE | MEMBER NET PRICE | GREEN ITEM? | Certification | Category                            |
|--------|-----------------------------|-------------------|-------------------------------------------------|----------------------------------|------------------------|------------------------|------------------|-------------|---------------|-------------------------------------|
| 561    | OTHER                       | 4ZD33             | Dump Truck                                      | VESTIL MANUFACTURING CORPORATION | P-HOP-1                | \$450.00               | \$ 804.41        |             |               |                                     |
| 562    | JANITORIAL                  | 3WB81             | Pressure Washer                                 | MT-TM CORPORATION                | GH33004-0EGH           | \$5,448.00             | \$ 2,847.20      |             |               |                                     |
| 563    | OTHER                       | 5NY98             | Canopy Shelter                                  | POWELL & POWELL SUPPLY COMPANY   | FSHS1010WH             | \$169.00               | \$ 110.21        |             |               |                                     |
| 564    | JANITORIAL                  | 1TDK1             | Hot Water Pressure Washer, Gas, 4000 PSI        | MT-TM CORPORATION                | GH-4000-0MAH           | \$7,889.00             | \$ 5,623.23      |             |               |                                     |
| 565    | TOOLS                       | 2AEW7             | Lithium Ion Battery Charger Kit, 120 Volt       | BLACK & DECKER TOOLS & ACCESSORY | DC3180C                | \$195.00               | \$ 175.50        |             |               |                                     |
| 566    | TOOLS                       | 6A540             | Socket Set Std 3/4 Dr 12 Pt 29 Pc               | STANLEY PROTO GRP OF STANLEY W   | J55104                 | \$1,230.00             | \$ 691.10        |             |               |                                     |
| 567    | JANITORIAL                  | 4WK27             | Stripper Floor 2 L                              | 3M HOME & COMMERCIAL CARE        | 50040011235559         | \$73.75                | \$ 39.61         |             |               |                                     |
| 568    | HVAC & PNEUMATICS           | 6B619             | Air Filter, HEPA, 35.24x24x1 1/2                | FILTRATION GROUP INC             | 6B619                  | \$337.25               | \$ 143.53        |             |               |                                     |
| 569    | SAFETY                      | 4JY29             | Glove Nitrile 4 Mil Black XL, PK50              | BEST MANUFACTURING CO            | 7700PFTXL              | \$9.05                 | \$ 4.80          |             |               |                                     |
| 570    | JANITORIAL                  | 3WE63             | Blower, Carpet, 1hp, 115v                       | MINUTE MAN INTERNATIONAL, INC.   | C42000-01              | \$382.50               | \$ 145.24        |             |               |                                     |
| 571    | HVAC & PNEUMATICS           | 4J977             | Compressor Air 5.0 HP                           | INGERSOLL-RAND AIR SOLUTIONS     | 32468600               | \$1,456.00             | \$ 1,133.58      |             |               |                                     |
| 572    | OTHER                       | 5Z220             | Wrap, Stretch, 18 in                            | INTERTAPE POLYMER CORP.          | HH-23031800-VG         | \$24.95                | \$ 11.09         |             |               |                                     |
| 573    | HVAC & PNEUMATICS           | 2X166             | Window A/C, 23.5/23.9 MBtuH, 230/208 V          | FRIEDRICH AIR COND. CO.          | EM24                   | \$1,418.00             | \$ 893.14        |             |               |                                     |
| 574    | OTHER                       | 2P961             | Hose Water, Contractor Duty                     | TEKNI PLEX DBA COLORITE PLASTI   | 39378                  | \$30.50                | \$ 18.91         |             |               |                                     |
| 575    | OTHER                       | 4HE36             | Locker, Assembled                               | HOLLOWELL, DIV LIST INDUSTRIES   | U3288-6A-PT            | \$755.00               | \$ 352.46        |             |               |                                     |
| 576    | LIGHTING                    | 4W708             | Battery, 1.5 V, C, PK12                         | SPECTRUM BRANDS, INC DBA RAYOV   | ALC-12                 | \$13.93                | \$ 6.05          |             |               |                                     |
| 577    | JANITORIAL                  | 2CX38             | Vehicle Wash, 35 Gal                            | CP INDUSTRIES                    | CT50565LLGR            | \$553.00               | \$ 196.46        |             |               |                                     |
| 578    | OTHER                       | 4W298             | Cabinet, 36w24d47h                              | TENNISCO CORP                    | 2470 BLACK             | \$419.25               | \$ 223.81        |             |               |                                     |
| 579    | OTHER                       | 4TY45             | Concrete Repair, 8.4 Oz                         | 3M ADHESIVES DIVISION            | 06021200958668         | \$33.00                | \$ 22.91         |             |               |                                     |
| 580    | HVAC & PNEUMATICS           | 3JR63             | Compressor Air                                  | CAMPBELL HAUSFELDS SCOTT PETZER  | 3JR63                  | \$1,815.00             | \$ 1,150.31      |             |               |                                     |
| 581    | HVAC & PNEUMATICS           | 4DA36             | Fan, Table, 16 In, 3 Spd                        | LASKO METAL PRODUCTS             | 9105                   | \$52.15                | \$ 28.23         |             |               |                                     |
| 582    | HVAC & PNEUMATICS           | 4HA14             | Evaporative Fan, 24 In                          | PORT-A-COOL, LLC                 | PAC2K24HPVS            | \$2,355.00             | \$ 1,420.46      |             |               |                                     |
| 583    | TOOLS                       | 3RY13             | Machete, Pipe Threading                         | RIDGE TOOL COMPANY               | 93287                  | \$5,681.00             | \$ 5,141.54      |             |               |                                     |
| 584    | SAFETY                      | 1EX74             | Folding Barricade, Type 2, Orange Shielding     | CORTINA TOOL & MOLDING CO DBA    | 97-01-002G             | \$111.05               | \$ 39.89         |             |               |                                     |
| 585    | OTHER                       | 4GU57             | Shovel, Trench, 4x10 In                         | AMES TRUE TEMPER CO.             | 1576000                | \$33.55                | \$ 20.68         |             |               |                                     |
| 586    | OTHER                       | 3W183             | Ladder, 10 Ft, Extra HD, Spread 65 7/8 In       | NEW WERNER HOLDING CO., INC.     | 6210                   | \$271.00               | \$ 137.28        |             |               |                                     |
| 587    | SAFETY                      | 3MJ59             | Printer, Multicolor                             | BRADY WORLDWIDE, INC.            | 76900                  | \$4,584.00             | \$ 3,235.61      |             |               |                                     |
| 588    | ELECTRICAL                  | 3W475             | Cable, Flexible, 250ft                          | GENERAL CABLE CORPORATION        | W204285.05             | \$611.00               | \$ 211.18        |             |               |                                     |
| 589    | TOOLS                       | 6A552             | Pipe Wrench, Straight, 18 In, Aluminum          | RIDGE TOOL COMPANY               | 31100                  | \$67.45                | \$ 50.96         |             |               |                                     |
| 590    | ELECTRICAL                  | 3ZK61             | Cord, Portable, 250ft                           | GENERAL CABLE CORPORATION        | WT383.85.01            | \$425.25               | \$ 170.93        |             |               |                                     |
| 591    | ELECTRICAL                  | 2X897             | Receptacle, GFCI, 20 Amp, 120 V, 5-20R, Test    | HUBBELL WIRING DEVICE            | GFS720W                | \$47.70                | \$ 22.53         |             |               |                                     |
| 592    | OTHER                       | 4HK57             | Insect Killer, 18 Oz, Net Weight                | JOHNSON DIVERSEY, INC.           | 84892                  | \$13.15                | \$ 5.89          |             |               |                                     |
| 593    | OTHER                       | 4LA47             | Lead Hanger, Vals, 3/8x10, 1/2x10 Hook          | LUFTALL                          | 26422                  | \$53.10                | \$ 12.04         |             |               |                                     |
| 594    | OTHER                       | 5WV64             | Centrifugal Pump, Air Operated, 3 Inch          | WARREN RUPP                      | 5WV64                  | \$2,475.00             | \$ 1,647.59      |             |               |                                     |
| 595    | SAFETY                      | 2W429             | Can Safety, 1 Type 2 G                          | PEAGLE MFG CO                    | U-205                  | \$45.00                | \$ 21.40         |             |               |                                     |
| 596    | HVAC & PNEUMATICS           | 2HPC3             | Portable Air Cleaner, HEPA, 397/91/18 CFM       | GRAINGER GLOBAL SOURCING         | 2HPC3                  | \$338.00               | \$ 151.91        |             |               |                                     |
| 597    | TOOLS                       | 6A553             | Pipe Wrench, Straight, 24 In, Aluminum          | RIDGE TOOL COMPANY               | 31105                  | \$107.85               | \$ 81.39         |             |               |                                     |
| 598    | SAFETY                      | 1UF02             | Manhole Utility Shelter, Economy Umbrella       | ALLEGRO INDUSTRIES               | 9403-01                | \$180.75               | \$ 116.95        |             |               |                                     |
| 599    | HVAC & PNEUMATICS           | 1RKU2             | HEATER, SPACE, 30 KW                            | GRAINGER GLOBAL SOURCING         | 1RKU2                  | \$1,441.00             | \$ 896.79        |             |               |                                     |
| 600    | HVAC & PNEUMATICS           | 1ZNA4             | Suction Hose, 3 In ID x 50 Ft, 45 PSI Max       | ALLIANCE HOSE AND RUBBER CO.     | GH300-40CE-G           | \$569.50               | \$ 278.48        | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 601    | OTHER                       | 1TBG2             | Metal Urethane Gal, Gray Primer                 | RUST-OLEUM CORP                  | 234755                 | \$64.75                | \$ 35.54         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 602    | OTHER                       | 1TB53             | Metal Urethane Gal, Safety Red, Semi-Gloss      | RUST-OLEUM CORP                  | 210475                 | \$75.55                | \$ 41.41         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 603    | JANITORIAL                  | 1YNU4             | Floor Cleaner, 5 G                              | BONAKEMI USA, INC                | WMT00005158            | \$315.00               | \$ 179.91        | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 604    | OTHER                       | 1TBG1             | Metal Urethane Gal, Navy Gray Gloss             | RUST-OLEUM CORP                  | 238754                 | \$69.00                | \$ 37.80         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 605    | JANITORIAL                  | 2NY11             | Glass Cleaner, 1 G, PK2                         | RAMSEY COMPANY                   | 4170428                | \$114.95               | \$ 53.25         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 606    | LIGHTING                    | 5XN46             | Lamp, E12/2R25, 5w, 23 W                        | GENERAL ELECTRIC LIGHTING        | 25418                  | \$51.75                | \$ 26.40         | YES         | Energy Star   | Energy Efficiency                   |
| 607    | JANITORIAL                  | 1YNT9             | Floor Finish, 1 G                               | BONAKEMI USA, INC                | WT130318001            | \$87.50                | \$ 45.90         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 608    | JANITORIAL                  | 2NY12             | Cleaner, 1.5 L, PK2                             | RAMSEY COMPANY                   | 3737681                | \$82.00                | \$ 34.45         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 609    | OTHER                       | 4CY35             | Paint, Chassis Gray, 1g                         | RUST-OLEUM CORP                  | 208072                 | \$51.75                | \$ 27.89         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 610    | JANITORIAL                  | 1VC49             | Cleaner, Floor, 5 G                             | RAMSEY COMPANY                   | 6065520                | \$71.00                | \$ 35.49         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 611    | POWER TRANSMISSION & MOTORS | 1XTU4             | Motor, 3-Ph, 2.1755, 208-230/460, 60, 1/8 B5    | WEG ELECTRIC MOTORS CORP.        | 0021BET3E1457C         | \$414.75               | \$ 202.40        | YES         | NEVA Premium  | Energy Efficiency                   |
| 612    | HVAC & PNEUMATICS           | 1WZF6             | Pipe Insulation, Unskid, ID 1 1/8 In            | NOMACO K-FLEX                    | BRX100119              | \$13.83                | \$ 7.78          | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 613    | HVAC & PNEUMATICS           | 1WZF7             | Pipe Insulation, Unskid, ID 1 3/8 In            | NOMACO K-FLEX                    | BRX100138              | \$16.09                | \$ 9.04          | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 614    | HVAC & PNEUMATICS           | 1WZG2             | Pipe Insulation, Unskid, ID 2 3/8 In            | NOMACO K-FLEX                    | BRX100238              | \$29.45                | \$ 15.85         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 615    | JANITORIAL                  | 1YNV6             | Floor Finish, 1 G                               | BONAKEMI USA, INC                | WP500318001            | \$78.55                | \$ 41.76         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 616    | OTHER                       | 4CY18             | Paint, Light Gray, 1g                           | RUST-OLEUM CORP                  | 208074                 | \$54.00                | \$ 27.80         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 617    | OTHER                       | 4CY33             | Paint, Safety Yellow, 1g                        | RUST-OLEUM CORP                  | 208068                 | \$115.40               | \$ 56.38         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 618    | LIGHTING                    | 4ZV23             | Lamp, Flu, 150/27841                            | GENERAL ELECTRIC LIGHTING        | 25153                  | \$5.79                 | \$ 3.28          | YES         | Energy Star   | Energy Efficiency                   |
| 619    | HVAC & PNEUMATICS           | 2CKE3             | Pipe Insulation, Semi-Skid, 2 7/8 In, 6 Ft      | NOMACO, INC.                     | 6XE100278              | \$21.86                | \$ 10.49         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 620    | JANITORIAL                  | 4N6V5             | Paint, Towel White, PK 2600                     | GEORGIA PACIFIC CONSUMER PRODS   | 20885                  | \$49.00                | \$ 26.59         | YES         | EcoLogo       | Waste Reduction                     |
| 621    | HVAC & PNEUMATICS           | 6C509             | Exhaust Fan, KIL 4 In                           | FANTECH, INC.                    | PS100                  | \$217.25               | \$ 118.19        | YES         | Energy Star   | Energy Efficiency                   |
| 622    | JANITORIAL                  | 4TE17             | Tissue, Bath, Roll, PK40                        | GEORGIA PACIFIC CONSUMER PRODS   | 19890-01               | \$82.00                | \$ 46.00         | YES         | EcoLogo       | Waste Reduction                     |
| 623    | POWER TRANSMISSION & MOTORS | 1XTU3             | Motor, 3-Ph, 1.5, 1765, 208-230/460, 60, 1/8 B5 | WEG ELECTRIC MOTORS CORP.        | 0015BET3E1457C         | \$394.00               | \$ 182.43        | YES         | NEVA Premium  | Energy Efficiency                   |
| 624    | OTHER                       | 1TB52             | Metal Urethane Gal, Safety Yellow               | RUST-OLEUM CORP                  | 210477                 | \$75.55                | \$ 41.41         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 625    | HVAC & PNEUMATICS           | 1WZG3             | Pipe Insulation, Unskid, ID 2 5/8 In            | NOMACO K-FLEX                    | BRX100258              | \$32.00                | \$ 17.93         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 626    | OTHER                       | 4CY34             | Paint, Gloss Black, 1g                          | RUST-OLEUM CORP                  | 208070                 | \$51.75                | \$ 27.85         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 627    | JANITORIAL                  | 1YNU2             | Floor Cleaner, 32 Oz                            | BONAKEMI USA, INC                | WMT00051153            | \$24.79                | \$ 12.11         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 628    | HVAC & PNEUMATICS           | 1WZN2             | Pipe Insulation, Aluminum Cladding              | NOMACO K-FLEX                    | 9RY1100088AL           | \$20.95                | \$ 9.98          | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |
| 629    | OTHER                       | 4CY37             | Paint, Tile Red, 1g                             | RUST-OLEUM CORP                  | 208076                 | \$51.75                | \$ 27.83         | YES         | Green Seal    | Indoor Air Quality / Green Cleaning |
| 630    | OTHER                       | 4KK08             | Chair, Stackable Black, 31 1/2x18 1/4W          | KRUEGER INTERNATIONAL, INC.      | MSCHBL                 | \$80.30                | \$ 48.79         | YES         | GREENGUARD    | Indoor Air Quality / Green Cleaning |

# Exhibit 1 - Core List

| Line # | Category                    | Grainier Material | Description                                    | Brand Name                     | Brand Name Part Number | Grainier Catalog Price | Member Net Price | Green Item? | Certification       | Category                            |
|--------|-----------------------------|-------------------|------------------------------------------------|--------------------------------|------------------------|------------------------|------------------|-------------|---------------------|-------------------------------------|
| 531    | JANITORIAL                  | 2GVN8             | Carpet Cleaner, 1 G PK 2                       | SUNSHINE MAKERS INC            | 11201                  | \$60.30 \$             | 24.36            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 532    | OTHER                       | 4CT39             | Paint, Satic Clear, 1g                         | RUST-OLEUM CORP                | 208084                 | \$17.75 \$             | 27.79            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 533    | HVAC & PNEUMATICS           | 1WZL9             | Pipe Insulation, Aluminum Cladding             | NOMACO K FLEX                  | 6RX1048218AL           | \$32.55 \$             | 15.51            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 534    | HVAC & PNEUMATICS           | 1WZG4             | Pipe Insulation, Unst, 1/2 2 1/8 In            | NOMACO K FLEX                  | 6RX100278              | \$38.45 \$             | 20.71            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 535    | LIGHTING                    | 3HCX3             | Electronic Ballast, 18 Instant, 120-277V       | PHILIPS LIGHTING ELECTRONICS N | 10P44P32LWSC           | \$44.15 \$             | 13.11            | YES         | NEMA Premium, CEE   | Energy Efficiency                   |
| 536    | JANITORIAL                  | 4KT77             | Tissue, Bath, Roll PK6                         | GEORGIA PACIFIC CONSUMER PRODS | 13102                  | \$100.80 \$            | 39.76            | YES         | EcoLogo             | Waste Reduction                     |
| 537    | POWER TRANSMISSION & MOTORS | 1XTV6             | Motor, 3-Ph, 1.5 3/40, 208-230/460, Eff 85.5   | WEG ELECTRIC MOTORS CORP       | 001560T01M143T         | \$18.00 \$             | 137.85           | YES         | NEMA Premium        | Energy Efficiency                   |
| 538    | LIGHTING                    | 1FEV5             | Electronic Ballast, Programmed Start           | PHILIPS LIGHTING ELECTRONICS N | 10P35325SC             | \$55.75 \$             | 18.89            | YES         | NEMA Premium        | Energy Efficiency                   |
| 539    | JANITORIAL                  | 1YNU1             | Floor Finish, 1 G                              | SONAKEMI USA, INC              | W7130819001            | \$87.50 \$             | 45.90            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 540    | HVAC & PNEUMATICS           | 1WZG7             | Pipe Insulation, Unst, 1/2 3 5/8 In            | NOMACO K FLEX                  | 6RX100359              | \$39.50 \$             | 23.79            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 541    | LIGHTING                    | 3HCX3             | Electronic Ballast, 18 Instant, 120-277V       | PHILIPS LIGHTING ELECTRONICS N | 10P44P32LWSC           | \$44.15 \$             | 13.11            | YES         | NEMA Premium, CEE   | Energy Efficiency                   |
| 542    | JANITORIAL                  | 1TFB8             | Coreless Bath Tissue, PK36                     | GEORGIA PACIFIC CONSUMER PRODS | 13375                  | \$113.50 \$            | 10.89            | YES         | EcoLogo             | Waste Reduction                     |
| 543    | OTHER                       | 4CY40             | Metal Urethane, Gal, White, Semi-Gloss         | RUST-OLEUM CORP                | 238752                 | \$69.00 \$             | 37.85            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 544    | HVAC & PNEUMATICS           | 2CKP2             | Pipe Insulation, Steam-Seal, 2 1/8 In, 6 Ft    | NOMACO, INC.                   | 6XP100218              | \$20.84 \$             | 9.14             | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 545    | JANITORIAL                  | 1VGS0             | Cleaner, Floor, 1 G                            | RAMSEY COMPANY                 | 6068110                | \$19.20 \$             | 8.48             | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 546    | HVAC & PNEUMATICS           | 1WZL8             | Pipe Insulation, Aluminum Cladding             | NOMACO K FLEX                  | 6RX1048200AL           | \$31.25 \$             | 14.91            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 547    | LIGHTING                    | 3HCX6             | Electronic Ballast, 18 Instant, 120-277V       | PHILIPS LIGHTING ELECTRONICS N | 10P44P32LWSC           | \$44.15 \$             | 13.11            | YES         | NEMA Premium, CEE   | Energy Efficiency                   |
| 548    | POWER TRANSMISSION & MOTORS | 1XTV7             | Motor, 3-Ph, 1.5 1/730, 208-230/460, Eff 85.5  | WEG ELECTRIC MOTORS CORP       | 001560T01M143T         | \$18.00 \$             | 137.85           | YES         | NEMA Premium        | Energy Efficiency                   |
| 549    | LIGHTING                    | 1FEV7             | Electronic Ballast, Programmed Start           | PHILIPS LIGHTING ELECTRONICS N | 10P35325SC             | \$55.75 \$             | 18.89            | YES         | NEMA Premium        | Energy Efficiency                   |
| 550    | OTHER                       | 4CY40             | Acivator, No Vac, 1g                           | RUST-OLEUM CORP                | 238086                 | \$47.45 \$             | 24.03            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 551    | LIGHTING                    | 3HCX1             | Electronic Ballast, 18 Instant, 120-277V       | PHILIPS LIGHTING ELECTRONICS N | 10P44P32LWSC           | \$44.15 \$             | 13.11            | YES         | NEMA Premium, CEE   | Energy Efficiency                   |
| 552    | HVAC & PNEUMATICS           | 1WZF9             | Pipe Insulation, Unst, 1/2 2 In                | NOMACO K FLEX                  | 6RX100200              | \$35.50 \$             | 10.89            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 553    | JANITORIAL                  | 2NY10             | Glass Cleaner, Dilution Control, 2 L           | RAMSEY COMPANY                 | 4170437                | \$21.14 \$             | 11.89            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 554    | POWER TRANSMISSION & MOTORS | 1XTV8             | Motor, 3-Ph, 1 HP, 1765, 208-230/460, Eff 85.5 | WEG ELECTRIC MOTORS CORP       | 001181E1E143T          | \$32.05 \$             | 15.05            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 555    | LIGHTING                    | 1FEV9             | Electronic Ballast, Programmed Start           | PHILIPS LIGHTING ELECTRONICS N | 10P44P32LWSC           | \$55.75 \$             | 18.89            | YES         | NEMA Premium        | Energy Efficiency                   |
| 556    | JANITORIAL                  | 4ZAS1             | Disposable Wiper, PK600                        | GEORGIA PACIFIC CONSUMER PRODS | 29922                  | \$28.00 \$             | 20.00            | YES         | NEMA Premium        | Energy Efficiency                   |
| 557    | OTHER                       | 3XH48             | Adhesive, Contact, 1 Qt                        | 3M ADHESIVES DIVISION          | 00021200211850         | \$58.35 \$             | 26.89            | YES         | EcoLogo             | Waste Reduction                     |
| 558    | JANITORIAL                  | 1YNU3             | Floor Cleaner, 1 G                             | NOMAKEMI USA, INC              | W7100018158            | \$79.95 \$             | 42.41            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 559    | HVAC & PNEUMATICS           | 1WZL2             | Pipe Insulation, Aluminum Cladding             | NOMACO K FLEX                  | 6RX1048059AL           | \$19.01 \$             | 9.08             | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 560    | HVAC & PNEUMATICS           | 1WZG8             | Pipe Insulation, Unst, 1/2 4 1/8 In            | NOMACO K FLEX                  | 6RX100418              | \$49.95 \$             | 28.09            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 561    | HVAC & PNEUMATICS           | 1WZG8             | Pipe Insulation, Unst, 1/2 1 5/8 In            | NOMACO K FLEX                  | 6RX100418              | \$49.95 \$             | 28.09            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 562    | POWER TRANSMISSION & MOTORS | 1XTV8             | Motor, 3-Ph, 1.5 1/730, 208-230/460, Eff 85.5  | WEG ELECTRIC MOTORS CORP       | 001181E1E143T          | \$32.05 \$             | 15.05            | YES         | NEMA Premium        | Energy Efficiency                   |
| 563    | HVAC & PNEUMATICS           | 1WZM1             | Fan Duct, 8 In                                 | PANTECH, INC.                  | FGSL                   | \$345.25 \$            | 162.59           | YES         | Energy Star         | Energy Efficiency                   |
| 564    | HVAC & PNEUMATICS           | 1WZM1             | Pipe Insulation, Aluminum Cladding             | NOMACO K FLEX                  | 6RYL100059AL           | \$19.87 \$             | 9.40             | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 565    | HVAC & PNEUMATICS           | 1WZG1             | Pipe Insulation, Unst, 1/2 2 In                | NOMACO K FLEX                  | 6RX100218              | \$32.40 \$             | 12.95            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 566    | LIGHTING                    | 1THY5             | Decorative Fluorescent Fixture, 120V           | ACQUITY BRAND'S LIGHTING INC.  | 761151                 | \$167.50 \$            | 94.74            | YES         | Energy Star         | Energy Efficiency                   |
| 567    | JANITORIAL                  | 1YNT6             | Floor Finish, 1 G                              | BONAKEMI USA, INC              | W7150618078            | \$174.00 \$            | 86.58            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 568    | HVAC & PNEUMATICS           | 1WZN3             | Pipe Insulation, Aluminum Cladding             | NOMACO K FLEX                  | 6RYL100078AL           | \$21.45 \$             | 10.28            | YES         | GREENGUARD          | Indoor Air Quality / Green Cleaning |
| 569    | HVAC & PNEUMATICS           | 2FDE4             | Calling Fan, 32 In, Napier, Chestnut Blades    | HUNTER FAN COMPANY             | 28469                  | \$141.05 \$            | 83.43            | YES         | Energy Star         | Energy Efficiency                   |
| 570    | JANITORIAL                  | 4TE16             | Tissue, Bath, Roll PK60                        | GEORGIA PACIFIC CONSUMER PRODS | 14690-01               | \$114.05 \$            | 62.58            | YES         | EcoLogo             | Waste Reduction                     |
| 571    | JANITORIAL                  | 2U692             | Dispenser, Chemical                            | 3M HOME & COMMERCIAL CARE      | 50048011236924         | \$95.95 \$             | 20.58            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 572    | POWER TRANSMISSION & MOTORS | 1XTV9             | Motor, 3-Ph, 3.5 1/20, 230-240/460, Eff 89.5   | WEG ELECTRIC MOTORS CORP       | 00536ET1E184TC         | \$569.50 \$            | 280.39           | YES         | NEMA Premium        | Energy Efficiency                   |
| 573    | HVAC & PNEUMATICS           | 3DU26             | Air Conditioner, Window                        | FRIEDRICH AIR COND. CO.        | K515                   | \$346.00 \$            | 543.09           | YES         | Energy Star         | Energy Efficiency                   |
| 574    | JANITORIAL                  | 1FC17             | Tissue, Bath, Roll PK18                        | GEORGIA PACIFIC CONSUMER PRODS | 19378                  | \$83.60 \$             | 45.05            | YES         | EcoLogo             | Waste Reduction                     |
| 575    | LIGHTING                    | 1WZ22             | Ballast, F32T8                                 | PHILIPS LIGHTING ELECTRONICS N | 10N4P32SC              | \$41.95 \$             | 12.78            | YES         | NEMA Premium        | Energy Efficiency                   |
| 576    | HVAC & PNEUMATICS           | 3DU28             | Air Conditioner, Window                        | FRIEDRICH AIR COND. CO.        | KM24                   | \$1,189.00 \$          | 694.53           | YES         | Energy Star         | Energy Efficiency                   |
| 577    | JANITORIAL                  | 3WE84             | Vacuum, Upright                                | ELECTROLUX HOME CARE PRODUCTS  | SC5815A                | \$179.75 \$            | 201.23           | YES         | CR1 Green Label     | Indoor Air Quality / Green Cleaning |
| 578    | HVAC & PNEUMATICS           | 4CE68             | Air Conditioner, Window                        | ELECTROLUX HOME CARE PRODUCTS  | FA01251                | \$630.00 \$            | 232.61           | YES         | Energy Star         | Energy Efficiency                   |
| 579    | JANITORIAL                  | 1LWJ3             | Foaming Hand Soap, 1200ml, Yellow, PK 2        | GOJO INDUSTRIES                | 5665-02                | \$83.00 \$             | 36.01            | YES         | Green Seal, EcoLogo | Indoor Air Quality / Green Cleaning |
| 580    | JANITORIAL                  | 2U227             | Towel, Cloth PK 2400                           | GEORGIA PACIFIC CONSUMER PRODS | 25190                  | \$54.25 \$             | 26.76            | YES         | EcoLogo             | Waste Reduction                     |
| 581    | JANITORIAL                  | 2U232             | Towel, Roll PK6                                | GEORGIA PACIFIC CONSUMER PRODS | 29301                  | \$54.30 \$             | 31.28            | YES         | EcoLogo             | Waste Reduction                     |
| 582    | HVAC & PNEUMATICS           | 4CE72             | Air Conditioner, Window                        | ELECTROLUX HOME PRODUCTS       | FAS2562                | \$1,075.00 \$          | 427.43           | YES         | Energy Star         | Energy Efficiency                   |
| 583    | HVAC & PNEUMATICS           | 4CE67             | Air Conditioner, Window                        | ELECTROLUX HOME PRODUCTS       | FAC1051                | \$515.00 \$            | 207.28           | YES         | Energy Star         | Energy Efficiency                   |
| 584    | JANITORIAL                  | 1LWJ5             | Foaming Hand Soap, 1200ml, Yellow, PK 3        | GOJO INDUSTRIES                | 5165-03                | \$75.05 \$             | 35.03            | YES         | Green Seal, EcoLogo | Indoor Air Quality / Green Cleaning |
| 585    | LIGHTING                    | 8LY95             | Lamp, Fluorescent, 2X827                       | GENERAL ELECTRIC LIGHTING      | 60891                  | \$21.95 \$             | 7.70             | YES         | Energy Star         | Energy Efficiency                   |
| 586    | HVAC & PNEUMATICS           | 4CE69             | Air Conditioner, Window                        | ELECTROLUX HOME PRODUCTS       | FAM156                 | \$747.00 \$            | 326.84           | YES         | Energy Star         | Energy Efficiency                   |
| 587    | JANITORIAL                  | 1PHJ2             | Jumbo Roll Bath Tissue, 2 Ply, White, PK8      | GEORGIA PACIFIC CONSUMER PRODS | 12789                  | \$51.15 \$             | 26.53            | YES         | EcoLogo             | Waste Reduction                     |
| 588    | HVAC & PNEUMATICS           | 1DGX5             | Dehumidifier, 45 Pint, 115 V, 60 Hz            | GRAINGER GLOBAL SOURCING       | 10GX5                  | \$276.25 \$            | 176.77           | YES         | Energy Star         | Energy Efficiency                   |
| 589    | HVAC & PNEUMATICS           | 4CE66             | A/C Slider/Casement                            | ELECTROLUX HOME PRODUCTS       | FA00857                | \$403.00 \$            | 179.45           | YES         | Energy Star         | Energy Efficiency                   |
| 590    | HVAC & PNEUMATICS           | 4CE82             | A/C Slider/Casement                            | ELECTROLUX HOME PRODUCTS       | FA00857                | \$403.00 \$            | 179.45           | YES         | Energy Star         | Energy Efficiency                   |
| 591    | HVAC & PNEUMATICS           | 1DGX6             | Dehumidifier, 65 Pint, 115 V, 60 Hz            | GRAINGER GLOBAL SOURCING       | 10GX6                  | \$283.25 \$            | 263.26           | YES         | Energy Star         | Energy Efficiency                   |
| 592    | LIGHTING                    | 4ZT25             | Lamp, Fluorescent, 2X841                       | GENERAL ELECTRIC LIGHTING      | 10GX6                  | \$51.00 \$             | 224.25           | YES         | Energy Star         | Energy Efficiency                   |
| 593    | HVAC & PNEUMATICS           | 3UF22             | Heat Pump Room A/C                             | FRIEDRICH AIR COND. CO.        | 25195                  | \$6,295 \$             | 3,09             | YES         | Energy Star         | Energy Efficiency                   |
| 594    | JANITORIAL                  | 4WK26             | Cleaner, Floor, 2 L                            | FRIEDRICH AIR COND. CO.        | YS13                   | \$1,122.00 \$          | 764.48           | YES         | Energy Star         | Energy Efficiency                   |
| 595    | HVAC & PNEUMATICS           | 3DU30             | Window Room A/C                                | 3M HOME & COMMERCIAL CARE      | 50048011235535         | \$71.95 \$             | 37.25            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 596    | HVAC & PNEUMATICS           | 4CE70             | Air Conditioner, Window With Remote            | ELECTROLUX HOME PRODUCTS       | SL28                   | \$1,447.00 \$          | 850.38           | YES         | Energy Star         | Energy Efficiency                   |
| 597    | JANITORIAL                  | 2U675             | Neutral Cleaner, Chemical # 3 Size 2L          | 3M HOME & COMMERCIAL CARE      | FAM1562                | \$84.00 \$             | 35.03            | YES         | Energy Star         | Energy Efficiency                   |
| 598    | HVAC & PNEUMATICS           | 4CE65             | Air Conditioner, Window                        | ELECTROLUX HOME PRODUCTS       | 50048011202001         | \$56.55 \$             | 29.26            | YES         | Green Seal          | Indoor Air Quality / Green Cleaning |
| 599    | LIGHTING                    | 2MCX5             | Ballast, Electronic, 1 of 2 F32T8 Lamps        | PHILIPS LIGHTING ELECTRONICS N | FA00657                | \$241.50 \$            | 141.39           | YES         | Energy Star         | Energy Efficiency                   |
| 700    | LIGHTING                    | 1VW21             | Ballast, F328                                  | PHILIPS LIGHTING ELECTRONICS N | ICN2P32N               | \$32.80 \$             | 10.36            | YES         | NEMA Premium        | Energy Efficiency                   |

| Category                    | Sum of Sell          | Sum of WA            | \$ Savings           | % Savings  |
|-----------------------------|----------------------|----------------------|----------------------|------------|
| ELECTRICAL                  | \$ 1,928.74          | \$ 4,207.13          | \$ 2,278.39          | 54%        |
| FASTENERS                   | \$ 13.41             | \$ 21.59             | \$ 8.18              | 38%        |
| HVAC & PNEUMATICS           | \$ 73,212.15         | \$ 121,804.92        | \$ 48,592.77         | 40%        |
| JANITORIAL                  | \$ 31,490.06         | \$ 57,289.95         | \$ 25,799.89         | 45%        |
| LIGHTING                    | \$ 2,349.35          | \$ 5,574.42          | \$ 3,225.07          | 58%        |
| OTHER                       | \$ 183,483.85        | \$ 248,792.86        | \$ 65,309.01         | 26%        |
| PLUMBING                    | \$ 18,535.79         | \$ 31,056.30         | \$ 12,520.51         | 40%        |
| POWER TRANSMISSION & MOTORS | \$ 2,625.67          | \$ 5,217.25          | \$ 2,591.58          | 50%        |
| SAFETY                      | \$ 25,674.87         | \$ 40,733.47         | \$ 15,058.60         | 37%        |
| TOOLS                       | \$ 75,921.78         | \$ 107,557.23        | \$ 31,635.45         | 29%        |
| <b>Grand Total</b>          | <b>\$ 415,235.67</b> | <b>\$ 622,255.12</b> | <b>\$ 207,019.45</b> | <b>33%</b> |

| Market Basket Categories and Estimated Savings % | Category | %          |
|--------------------------------------------------|----------|------------|
| ELECTRICAL                                       |          | 54%        |
| FASTENERS                                        |          | 38%        |
| HVAC & PNEUMATICS                                |          | 40%        |
| JANITORIAL                                       |          | 45%        |
| LIGHTING                                         |          | 58%        |
| OTHER                                            |          | 26%        |
| PLUMBING                                         |          | 40%        |
| POWER TRANSMISSION & MOTORS                      |          | 50%        |
| SAFETY                                           |          | 37%        |
| TOOLS                                            |          | 29%        |
| <b>Overall</b>                                   |          | <b>33%</b> |

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

**REQUEST FOR PROPOSAL NO. 090188**

**MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)**

**AMENDMENT NO. 1**

The referenced document has been modified as per the attached Amendment No. 1.

**Please sign this Amendment where designated and return the executed copy with the submission of your bid.** This amendment is hereby made part of the referenced bid as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd Windle II.**

LW:llh

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 21, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 1  
PAGE NO. 1 OF 3  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## **MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)**

**Pursuant to the Pre-Proposal Conference held on July 14, 2009, this Request for Proposal is hereby amended as follows:**

1. The proposal due date has been **CHANGED** to **August 11, 2009**, at 4:00 PM Local AZ time.
2. The Word document of this solicitation including Attachment A is now available online at [www.tucsonprocurement.com](http://www.tucsonprocurement.com) for Offerors to edit and input answers.

The following questions have been submitted regarding this RFP:

3. **Question:** What specific manufacturers and products is the City of Tucson requiring for this solicitation so that we can focus on the commodities and the pricing?

**Answer:** The City of Tucson is seeking a supplier who offers a comprehensive and diverse commodity set as described in the product and service requirements section of the solicitation. The exact manufacturers and products required on an annual basis are not determinable with any certainty and will vary depending on the daily needs of the using city departments. The City encourages Offerors to be creative and innovative in offering a pricing schedule that can provide the best pricing for this contract.

4. **Question:** How will pricing be evaluated equitably since the City has not provided a sample product list for Offerors to respond to?

**Answer:** Per Item B. Price Proposal (Page 13) of the Proposal Evaluation Requirements, Offerors are to submit a core list of high usage items based on national sales to local agencies. This list will assist the City in price evaluation along with the pricing/discounts submitted for the product and service categories, sub-categories and manufacturers offered. After reviewing the initial offers, the City may elect to prepare a sample product list for supplemental price comparisons.

5. **Question:** What vendors attended the pre-proposal meeting?

**Answer :** The following vendors were present at the pre-proposal meeting.  
Brown Wholesale Electric/WESCO  
Industrial Tool  
Fastenal

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 21, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 1  
PAGE NO. 2 OF 3  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

GEXPRO  
BSE  
Barnes Distribution  
Grainger  
BPI – Brown's Partsmaster  
Gopher Bearing  
Holcherness Supplies

6. **Question:** Since there isn't a price sheet to fill out, would an Excel spreadsheet be sufficient for submitting discounts?

**Answer:** Page 13 - Item B(2)(a)(b) and (c) of the Price Proposal section.

Pricing may be submitted as an Excel spreadsheet or in a word document. Ensure pricing is based on and includes the product and service requirements categories and manufacturers, where applicable, that are identified in the Scope of Services section.

7. **Question:** Where do we indicate any exceptions to the solicitation?

**Answer:** Page 8, Instructions to Offerors, Item 10, Exceptions to Contract Provisions.

Offerors must clearly identify exceptions and state how the exceptions meet or exceed requirements. If applicable, offer proposed substitute language for the City to consider. All exceptions will be discussed and any final changes must be agreed on between the City and the Offeror before incorporation into a final contract.

Exceptions to Attachment A, if any, must also be presented.

8. **Question:** Provide some additional explanations on how we would use this agreement in light of the 100's of contracts we already have in play.

**Answer:** The expectation is that this agreement will be the primary contract for participating public agencies. Any exceptions to this requirement shall be managed in accordance with Standard Term & Conditions #10.

9. **Question:** National IPA is a for profit organization. We have been told on numerous occasions by entities that if the cooperative is for profit, their laws will not allow them to use? What are your thoughts? How do you handle this as we promote National IPA?

**Answer:** As the Principal Procurement Agency for this solicitation, the City of Tucson issues, awards, and administers the contract. The City of Tucson is a government entity,

## REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 21, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 1  
PAGE NO. 3 OF 3  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

and it is the City's contract that other entities are using. National IPA coordinates sales and marketing nationally. There are no fees for the participating agency to join National IPA, nor are there obligations by participating agencies to utilize National IPA.

10. **Question:** Supplier commitment mentions we have to establish a toll free number for National IPA - are we creating a number so customers can call up and place orders? Or is it something else?

**Answer:** The toll free number is provided for Public Participating Agencies to place orders and request program information.

ALL OTHER PROVISIONS OF THE INVITATION FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09  
Signature Date  
Denise Childress Account Manager  
Typed Name and Title

GRAINGER  
Company Name  
3415 S. Dodge Blvd.  
Address  
Tucson, AZ 85713-5434  
City State Zip

revised 2/99

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

**REQUEST FOR PROPOSAL NO. 090188**

**MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)**

**AMENDMENT NO. 2**

The referenced document has been modified as per the attached Amendment No. 2.

**Please sign this Amendment where designated and return the executed copy with the submission of your bid.** This amendment is hereby made part of the referenced bid as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd B. Windle II.**

LW:llh

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 2  
PAGE NO. 1 OF 5  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## **MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)**

Pursuant to the Pre-Proposal Conference held on July 14, 2009, this Request for Proposal is hereby amended as follows:

**1. Page 2, National Contract Requirements, 1. Supplier Commitments, B. Pricing Commitment.**

**a. Question:** Pricing Commitment states "Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement."

**Answer:** It is expected that this is the go-to-market strategy of the supplier. National IPA requests that if an agency wants to use this agreement and there exists another agreement which the agency is aware of that provides a lower price point, then it be matched by our supply partner. We work with our supply partners when this situation arises to determine the best possible outcome.

**b. Question:** What do you mean by "lowest available"?

**Answer:** Pricing is the best available and highly competitive to the National IPA audience.

**c. Question:** Is the City requesting pricing to be offered to be the lowest to any public agency regardless of existing contracts, quantity discounts or other purchasing agreements in place?

**Answer:** The expectation is that pricing is the lowest to any public agency.

**d. Question:** Please define "public agencies" as it is used in this requirement.

**Answer:** Public Agencies are defined in Attachment A of the RFP in the National IPA Administrative Agreement.

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 2  
PAGE NO. 2 OF 5  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**e. Question:** Does "nationwide" include only the Continental United States?

**Answer:** Nationwide includes Alaska, Hawaii, US Territories and the contiguous 48 states. However we understand there are additional cost considerations, please outline any additional costs for areas outside the contiguous 48 states.

2. **Page 2, National Contract Requirements, 1. Supplier Commitments, C. Sales Commitment** states that the "Supplier commits to aggressively market the Master Agreement...."

**Question:** Please define "aggressively".

**Answer:** The contract is the primary contract mechanism the supplier utilizes in the market place.

**b. Question:** Since there are no specific marketing requirements stated, how are we to know by which metrics this commitment will be measured against?

**Answer:** It is expected that in the local government market that this will be the agreement the supplier will lead with.

3. **Page 3, Marketing and Administrative Support.** It states that "The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising"

**a. Question:** Please clarify who will be paying for these expenses.

**Answer:** The Supplier and National IPA.

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 2  
PAGE NO. 3 OF 5  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**b. Question:** Who will be managing this marketing plan?

**Answer:** Management of the marketing plan is a joint effort between National IPA and the awarded supplier. The bullet points are just a sample of the marketing that can be done. In your offer, please describe the marketing efforts you are willing to undertake.

**4. Page 3, Marketing and Administrative Support.**

**Question:** Will the 2.5% administrative fee be paid in the form of an annual rebate? If so, when will it be due? What type of report will need to accompany it?

**Answer:** The Administrative Fee is paid quarterly with monthly reporting. Please refer to the Administrative Agreement in Attachment A for details.

**5. Page 4, Scope of Service, A. General Requirements, 2. Defective Product.**

**Question:** Will there be a time period required for a Customer to inspect and return defective products?

**Answer:** In your offer, propose and provide details for inspections and returns.

**6. Page 5, Scope of Service, B. Product Requirements, 3. Pricing.** It states that "Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing mode."

**Question:** With the above pricing options, it is unclear how the City will be able to compare each Offeror's pricing. Can you please clarify how you plan on doing a fair "apples to apples" comparison?

**Answer:** This issue is addressed in Question 4 of Bid Amendment No. 1.

**7. Page 13, 3. Sales, Point B.** "State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each."

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 2  
PAGE NO. 4 OF 5  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**Question:** The City needs to understand that this information will only be released if our customer grants permission.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

8. **Page 15, B. Price Proposal, Point 2.a.** It states "Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered."

**Question:** Please define "index or indices".

**Answer:** An index or indices is a reference document(s), such as a catalog, price list, MSLP, online website, etc., that allows the City to confirm the pricing that is offered.

9. **Page 13, B. Price Proposal, Point 5.** "State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies."

**a. Question:** Please define "government agencies".

**Answer:** City, Counties, K-12 and Higher Education are the main focus of the agreement, States and non profit entities can also utilize if they choose.

**b. Question:** Please clarify what is meant by "best pricing".

**Answer:** Pricing is the best and lowest available to the National IPA audience

**c. Question:** How does this requirement correlate to the pricing commitment on page 2?

**Answer:** Pricing is the best and lowest available to the National IPA audience

10. **Page 19, Special Terms and Conditions, 4. FOB Destination Freight Prepaid.**

**Question:** Who will carry costs for expedited shipments?

**Answer:** In your offer, propose and provide details on how expedited shipping costs will be handled.

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: JULY 29, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 2  
PAGE NO. 5 OF 5  
RFP DUE DATE: AUGUST 11, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**11. Page 23, Standard Terms and Conditions, 20. Indemnification.**

**Question:** Supplier cannot accept liability for consequential and incidental damages. We will also need mutual indemnities.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

**12. Page 25, Standard Terms and Conditions, 40. Termination of Contact.**

**Question:** The termination provision should be mutual with either party giving 30 days written notice. Our standard contract provision is 90 days written notice.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

**13. Page 25, Standard Terms and Conditions, 42. Warranties.**

**Question:** Our standard warranty is that the products are free from material defects and we will replace defective products.

**Answer:** Exceptions to contract provisions are addressed in Question 7 of Bid Amendment No. 1.

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09  
Signature Date  
Denise Childress ACCOUNT MANAGER  
Typed Name and Title

Grainger  
Company Name  
3415 S. Dodge Blvd.  
Address  
TUCSON, AZ 85713-5434  
City State Zip

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

**REQUEST FOR PROPOSAL NO. 090188**

**MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)**

**AMENDMENT NO. 3**

The referenced document has been modified as per the attached Amendment No. 3.

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **Lloyd B. Windle II.**

LW:llh

## REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: AUGUST 4, 2009

REQUEST FOR PROPOSAL NO. 090188  
RFP AMENDMENT NO. 3  
PAGE NO. 1 OF 1  
RFP DUE DATE: AUGUST 25, 2009  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

### MATERIAL, REPAIR AND OPERATION SUPPLIES (MRO)

This Request for Proposal is hereby AMENDED as follows:

1. The Proposal Due Date has been CHANGED to August 25, 2009, at 4:00 PM Local AZ time.
2. Page 14, Proposal Evaluation Criteria, B. Price Proposal, ADD the following question.
  10. Does your firm have a City of Tucson Business License? If yes, please provide a copy of your City of Tucson Business license.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Denise Childress 8/25/09  
Signature Date  
Denise Childress ACCOUNT MANAGER  
Typed Name and Title

GRAINGER  
Company Name  
3415 S. Dodge Blvd.  
Address  
Tucson, AZ 85713-5434  
City State Zip

# **CITY OF TUCSON**

## **NOTICE OF REQUEST FOR PROPOSAL**

|                                      |                                                                                             |
|--------------------------------------|---------------------------------------------------------------------------------------------|
| <b>REQUEST FOR PROPOSAL NUMBER:</b>  | <b>090188</b>                                                                               |
| <b>MATERIAL OR SERVICE:</b>          | <b>MAINTENANCE, REPAIR &amp; OPERATION SUPPLIES</b>                                         |
| <b>PROPOSAL DUE DATE:</b>            | <b>JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME</b>                                            |
| <b>PROPOSAL SUBMITTAL LOCATION:</b>  | <b>DEPARTMENT OF PROCUREMENT<br/>255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701</b> |
| <b>PRE-PROPOSAL CONFERENCE DATE:</b> | <b>JULY 14, 2009</b>                                                                        |
| <b>TIME:</b>                         | <b>1:00 P.M. TO 4:00 P.M., ARIZONA TIME</b>                                                 |
| <b>LOCATION:</b>                     | <b>255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701</b>                                          |

This solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Pima County Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems obtaining this Request for Proposal, please call (520) 791-4217.

# **CITY OF TUCSON**

## **REQUEST FOR PROPOSAL**

|                                      |                                                                                             |
|--------------------------------------|---------------------------------------------------------------------------------------------|
| <b>REQUEST FOR PROPOSAL NUMBER:</b>  | <b>090188</b>                                                                               |
| <b>PROPOSAL DUE DATE:</b>            | <b>JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME</b>                                            |
| <b>PROPOSAL SUBMITTAL LOCATION:</b>  | <b>DEPARTMENT OF PROCUREMENT<br/>255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701</b> |
| <b>MATERIAL OR SERVICE:</b>          | <b>MAINTENANCE, REPAIR &amp; OPERATION SUPPLIES</b>                                         |
| <b>PRE-PROPOSAL CONFERENCE DATE:</b> | <b>JULY 14, 2009</b>                                                                        |
| <b>TIME:</b>                         | <b>1:00 P.M. TO 4:00 P.M., ARIZONA TIME</b>                                                 |
| <b>LOCATION:</b>                     | <b>255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701</b>                                          |
| <b>CONTRACT OFFICER:</b>             | <b>LLOYD WINDLE</b>                                                                         |
| <b>TELEPHONE NUMBER:</b>             | <b>(520) 837-4105<br/>LLOYD.WINDLE@TUCSONAZ.GOV</b>                                         |

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

LW/nc

**PUBLISH DATE:** JUNE 29, 2009

## INTRODUCTION/ BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT & MATERIALS**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

The City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. National IPA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated herein.

## NATIONAL CONTRACT REQUIREMENTS

### 1. SUPPLIER COMMITMENTS

The successful Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### A. Corporate Commitment

Supplier commits that (1) the Master Agreement (which is the legal agreement executed between the City and the Supplier) has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is the Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

#### B. Pricing Commitment

Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement.

#### C. Sales Commitment

Supplier commits to aggressively market the Master Agreement as its "go to" market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

## 2. NATIONAL IPA ADMINISTRATIVE AGREEMENT

The Contractor will be required to enter and execute the National Intergovernmental Purchasing Alliance Administration Agreement with National IPA concurrently upon award with the Principal Procurement Agency Master Agreement before services can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

## 3. ESTIMATED VOLUME

The City of Tucson anticipates spending approximately \$500,000 annually on MRO supplies. The dollar volume of supplies purchased under the contract is estimated to be \$25 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

## 4. MARKETING AND ADMINISTRATIVE SUPPORT

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing public agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

**Contractors are required to pay an administrative fee based on a minimum of 2.5% of actual sales under the Contract.** The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

## SCOPE OF SERVICES

### **A. GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
  - a. Have a strong national presence in the MRO supply industry.
  - b. Have a distribution model capable of delivering products nationwide.
  - c. Have a demonstrated sales presence.
  - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY:** For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.

### **B. PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include, but are not limited to the following.
  - a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
  - b. **Electrical Supplies** – Distribution, controls, wire, cable, voice & data and supplies.

- c. **Lighting** – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
- d. **Tools** – Hand, power, outdoor and automotive tools and tool storage.
- e. **Measuring Tools & Test Instruments** – Calipers, gauges, inspection, micrometers and multimeters.
- f. **Pneumatic** – Pneumatic tools and system components, air compressors and hydraulics.
- g. **Machining and Cutting Tools** – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
- h. **Material Handling, Storage and Packaging** – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
- i. **Welding** – Welding equipment and supplies.
- j. **Fasteners and Adhesives** – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
- k. **Lubricants, Sealants and Paint** - Grease, oil, penetrates sealants, caulk and paint.
- l. **Safety and Security Supplies** – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
- m. **Cleaning Equipment and Supplies** – Chemicals, equipment, restroom, paper, waste containers, cleaning.
- n. **HVAC Supplies** – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
- o. **Pumps and Plumbing** – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
- p. **Other Categories** –

- 2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 3. **PRICING:** Offerors are to provide a discount from a verifiable price index, provide a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

### **C. SERVICE REQUIREMENTS:**

**1. SERVICES:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to the following.

- a. **Sourcing:**
  - 1. from non-catalog suppliers,
  - 2. of line card extensions of catalog suppliers,
  - 3. for custom products, and
  - 4. for OEM repair parts and accessories.
- b. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
- c. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or other avenues.
- d. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
- e. **Green/Sustainability Program:**
  - 1. **Policies:** Efforts and policies pertaining to green and sustainability.
  - 2. **Products:** Impact on product offerings.
  - 3. **Distribution:** Impact in distribution.
  - 4. **Recycling of Lamps:** The ability to recycle lighting and electronic products.
  - 5. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.
  - 6. **Certifications:** The industry recognized certifications and standards obtained.
- f. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
- g. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- h. **Other Services:** Other value-add services not included in above categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Master Agreement or Contract:** The legal agreement executed between the City and the Supplier/Contractor/Consultant. The Master Agreement/Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Supplier/Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and are responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** Original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services.
- 21. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions is modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

##### 1. Distribution Network

- a. Describe how your firm proposes to distribute the products/services nationwide.
- b. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
- c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.
- d. Describe your delivery commitment. What are your standard delivery days? What is the order cutoff time for next day delivery? Identify and describe any exceptions.

##### 2. Marketing

- a. Provide a detailed ninety-day plan describing the strategy to immediately implement the Master Agreement as your company's primary "go to" market strategy for the public sector market to your teams nationwide, to include, but not limited to:
  - 1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
  - 2. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.
- b. Provide a detailed ninety-day plan describing the strategy to market the Master Agreement to current National IPA Participating Public Agencies, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:
  - 1. Creation and distribution of a co-branded press release to trade publications within first 10 days.
  - 2. Announcement, contract details and contact information published on the company website within first 30 days.
  - 3. Design, publication and distribution of co-branded marketing collateral within first 90 days.

4. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows conferences and meetings throughout the term of the agreement.
  - (a) For the NIGP Annual Forum, an area is reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you shall commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum as directed by National IPA.
5. Design and publication of national and regional advertising in trade publications throughout the term of the agreement.
6. Ongoing marketing and promotion of the agreement throughout the term of the agreement (case studies, collateral pieces, presentations, etc.).
- c. Describe how the Master Agreement will be marketed to your existing government agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.
- d. Please acknowledge that successfully awarded contractor agrees to provide their company/corporate logo(s) to National IPA and agree to provide permission for reproduction of such logo in marketing communications and promotions.
- e. Please provide contact information for the person(s), who will be responsible for:
  1. Marketing
  2. Sales
  3. Sales Support
  4. Financial Reporting
  5. Contracts
- f. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- g. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- h. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

### 3. Sales

- a. Explain how your company will market and transition the Master Agreement into the **primary "go to" market strategy** to local and state government.
- b. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- c. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the cumulative amount of purchases that your company will guarantee to transition each year to the National IPA contract for the initial three years of the agreement.

\$ \_\_\_\_\_.00 will be transitioned in year one.

\$ \_\_\_\_\_.00 will be transitioned in year two.

\$ \_\_\_\_\_.00 will be transitioned in year three.

- d. Explain how your firm will educate its national sales force about the contract.

**4. Product**

- a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
1. Identification and description of product categories offered
  2. Identification and description of sub categories
  3. Identification and description of manufacturers within each sub category
- b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?
- c. How are green products identified in your catalog? Online ordering?
- d. Do you offer "Private Line" products? Please describe.
- e. Submit all information that will aid the City in evaluating your proposal.

**5. Services**

- a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
1. Policies and programs detailing your efforts in these areas.
  2. Literature explaining your capabilities.
  3. Submit all information that will aid the City in evaluating your proposal.

**6. Ordering and Invoices**

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

**7. Other**

- a. Describe any government rebate programs applicable.
- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

**B. Price Proposal**

1. Describe in detail the proposed business pricing model(s). Identify any objective verifiable pricing index or indices used to calculate the offered discount pricing. This must be submitted with the proposal.
2. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:
  - a. Offerors shall submit pricing based on the product and service requirements categories identified on the Scope of Services of this solicitation. Offerors should offer a fixed percentage discount from the index or indices (or established discounted pricing), where applicable, to provide pricing for all product and services offered.
  - b. Identify and provide pricing for each category and sub-category of MRO products and services including those specific to a manufacturer.
  - c. Provide a core list, and deeper discounted pricing, of high usage items based upon your company's national sales to local agencies, K-12 organizations and non-profits during the most recent twelve (12) month period.
3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.
4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
8. Provide your payment terms.
9. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online. Also state the Convenience Fee, if allowable, per Section 5.2.E of the Visa Operating Regulations.

### **C. Qualifications and Experience**

1. Provide a brief history and description of your company.
2. Provide a statement of your annual sales for the past 3 years.
3. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.
4. Provide the total number and location of sales persons employed by your firm.
5. Number and location of support centers (if applicable)
6. Describe the qualifications of your sales personnel and technicians.
7. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
8. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
9. Please submit any additional information that you feel is applicable to your qualifications and experience.

## **III. GENERAL**

### **A. Shortlist:**

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews/Demonstrations:**

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement is eligible to participate in any subsequent Contract. See [www.tucsonprocurement.com](http://www.tucsonprocurement.com) and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance, Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

**Cities. Towns. Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON

CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY, SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the
9. **INSURANCE:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at that time submit an original copy of the Certificate of Insurance, for public liability insurance of \$1,000,000 (combined single limit) for bodily injuries, and \$100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.
- The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.
- The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

**40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

GRAINGER

Company Name

3415 S. Dodge Blvd

Address

TUCSON, AZ 85713-5434

City

State

Zip

Denise Childress

Signature of Person Authorized to Sign

Denise Childress

Printed Name

Account MANAGER

Title

Name: Denise Childress

Title: ACCOUNT MANAGER

Phone: 520.205.2023

Fax: 520.748.7716

E-mail: DENISE.CHILDRESS@  
GRAINGER.COM

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

CITY OF TUCSON, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally

## **ATTACHMENT A**

### **SAMPLE COPY OF AGREEMENT TO BE EXECUTED BETWEEN SUPPLIER AND NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY**

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

GRAINGER  
Company Name  
3415 S. Dodge Blvd  
Address  
Tucson, AZ 85713-5434  
City State Zip  
Denise Childress  
Signature of Person Authorized to Sign  
Denise Childress  
Printed Name  
Account Manager  
Title

Name: Denise Childress  
Title: Account Manager  
Phone: 520.205.2023  
Fax: 520.748.7716  
E-mail: Denise.CHILDRESS @  
GRAINGER.COM

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 090188-012.

Approved as to form this 29th day of Dec, 2009.

[Signature]  
As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 29th day of December, 2009.

[Signature]  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally

# Exhibit B

## Exhibit B

### 1.1 Annual Requirements Contract - Ordering, Billing and Payment

- a) The following definitions will apply to any Contract awarded as a result of this Bid:
- i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.
  - ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.
  - iii) *"Contract Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Contract Purchase Order does not obligate the City to the purchase of any goods or services. A Contract Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.
  - iv) *"Standard Purchase Order"* means a single order issued by the City against a Contract Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Standard Purchase Order is identified by its unique Purchase Order number.
- b) The City will issue a Blanket Purchase Order and a Contract Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases and Standard Purchase Orders as actual requirements arise.

### 1.2 Delivery Requirements

- a) **F.O.B. Destination.** All deliveries shall be F.O.B., Destination. The delivery point shall be the City of Las Vegas, specified delivery address as listed on each purchase order.
- b) The Supplier shall pay all freight charges. The Successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall include delivery as well as any necessary unloading.

### 1.3 Material Safety Data Sheets

The Supplier shall provide the Owner with current Material Safety Data Sheets for all hazardous materials and/or products procured under this Contract.

### 1.4 Invoices

Invoice(s) shall be submitted to:  
Department of Finance and Business Services  
City of Las Vegas  
Attention: Accounts Payable  
400 Stewart Avenue  
Las Vegas, NV 89101

The Supplier shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number or Standard Purchase Order number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

## 1.5 Holidays/Weekends

Performance of this contract is excused on weekends and the following legal holidays, unless an emergency situation has occurred to create the need for performance:

Martin Luther King's Birthday

President's Birthday

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

## 1.6 Insurance [CAO-1/12/09]

- a) The Supplier shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
  - i) Industrial/Workers' Compensation Insurance protecting the Supplier and the Owner from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance to Insurance Tracking Services (ITS) issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Supplier is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
  - ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Commercial General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10-01, or an equivalent form.
  - iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Supplier and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Supplier and include coverage for **hired** and **non-owned** vehicles.
- b) Supplier must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 21919

Long Beach, CA 90801

Account Manager: Michael Palacios

Phone: (888) 435-2955 ext. 503 ☐ Fax: 562-435-2999

Email: [michael.palacios@instracking.com](mailto:michael.palacios@instracking.com)

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the ITS if so requested.

- c) The Owner, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by the Supplier's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Owner requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Owner.
- d) All deductibles and self-insurance retentions shall be fully disclosed on the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the Owner.
- e) If the Supplier fails to carry the required insurance, the Owner may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, pursuant to Paragraph 3.5 "Notice of Delay", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.
- f) Any subcontractor or sub-consultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to the Owner of the same insurance requirements as specified above, and as required in this paragraph.
- g) The Supplier is encouraged to purchase any additional insurance as it deems necessary.
- h) The Supplier is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.
- i) The policies required in Paragraph 3.8 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.
- j) Sample Insurance Form:



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Month/Date/Year

|                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br><br>Insurance Agent/Broker Name<br><br>Insurance Agent/Broker Street Address or P.O. Box<br><br>Insurance Agent/Broker City, State & Zip Code<br><br>Contact Name & Phone Number |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.                                                                                                                                                            |
| <b>INSURED</b><br><br>Company Name<br><br>Company Street Address or P.O. Box<br><br>City, State & Zip Code                                                                                          |  | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: Name of Insurance Company Enter NAIC#<br>INSURER B: Name of Insurance Company (if applicable) Enter NAIC#<br>INSURER C: Name of Insurance Company (if applicable) Enter NAIC#<br>INSURER D: Name of Insurance Company (if applicable) Enter NAIC#<br>INSURER E: Name of Insurance Company (if applicable) Enter NAIC# |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L                               | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                    | POLICY NUMBER           | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                          |                                                                                       |
|------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|      | <input checked="" type="checkbox"/> | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Enter Policy #          | Enter Effective Date             | Enter Expiration Date             | EACH OCCURENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | \$Enter Limit<br>\$<br>\$N/A<br>\$Enter Limit<br>\$Enter Limit<br>\$Enter Limit<br>\$ |
|      | <input checked="" type="checkbox"/> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> _____                                                                                                            | Enter Policy #          | Enter Effective Date             | Enter Expiration Date             | COMBINED SINGLE LIMIT (Each Occurrence)<br>BODILY INJURY<br>(Per person)<br>BODILY INJURY<br>(Per accident)<br>PROPERTY DAMAGE<br>(Per accident)                | \$Enter Limit<br>\$<br>\$<br>\$<br>\$                                                 |
|      | <input type="checkbox"/>            | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> _____                                                                                                                                                                                                                                                                                                       | Enter Policy # (if req) |                                  | Enter Expiration Date             | AUTO ONLY - EA ACCIDENT<br>OTHER THAN EA AGG<br>AUTO ONLY: AGG                                                                                                  | \$Enter Limit<br>\$<br>\$                                                             |

|                                     |                                                                                                                                                                                                                 |                              |                      |                       |                                                                                            |                       |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------|-----------------------|--------------------------------------------------------------------------------------------|-----------------------|
| <input type="checkbox"/>            | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$ <u>Enter Amount</u> | Enter Policy # (if required) | Enter Effective Date | Enter Expiration Date | EACH OCCURRENCE                                                                            | \$ <u>Enter Limit</u> |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       | AGGREGATE                                                                                  | \$ <u>Enter Limit</u> |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       |                                                                                            | \$                    |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       |                                                                                            | \$                    |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       |                                                                                            | \$                    |
| <input checked="" type="checkbox"/> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                                                                           | Enter Policy #               | Enter Effective Date | Enter Expiration Date | <input checked="" type="checkbox"/> WC <input type="checkbox"/> OTH<br>STATUTE - <u>FR</u> |                       |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       | E.L. EACH ACCIDENT                                                                         | \$                    |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       | E.L. DISEASE - EA EMPLOYEE                                                                 | \$                    |
|                                     |                                                                                                                                                                                                                 |                              |                      |                       | E.L. DISEASE - POLICY LIMIT                                                                | \$                    |
| <input type="checkbox"/>            | <b>OTHER</b>                                                                                                                                                                                                    |                              |                      |                       |                                                                                            |                       |

Commercial General Liability  
Exclusion Verification  
Certificates and the Waiver of  
Subrogation Endorsement are  
required

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Las Vegas, its , officers and employees are named an additional insured to the Commercial General Liability and Commercial Automobile Liability policies.

Contract Name and Contract Number

Must  
Insert

**CERTIFICATE HOLDER**

**CANCELLATION**

|                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Las Vegas<br><br>c/o Insurance Tracking Services, (ITS)<br><br>P.O. Box 21919<br><br>Long Beach, CA 90801<br><br>OR<br><br>Facsimile Number: (562) 435-2999 Email: michael.palacios@instracking.com | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER.<br><br>Must be signed by an insurance agent licensed in Nevada |
|                                                                                                                                                                                                             | <b>AUTHORIZED REPRESENTATIVE</b>                                                                                                                                                                                                                                                                                                                                               |

Send  
certificates  
to ITS.

**1.7 Indemnification** [CAO-7/24/08]

- a) In addition to the insurance requirements set forth in Paragraph 1.3 "Insurance", the Supplier shall protect, indemnify and hold harmless the Owner, its officers, employees, agents, and consultants (collectively herein the "Owner") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Owner, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the Owner.
- b) If a third party claim against the Owner for negligent performance by the Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the Owner's tender of defense, then the Owner will pay the Supplier what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the Owner, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the Owner.

- c) It is expressly agreed that the Supplier shall defend the Owner, against the Liabilities and in the event that the Supplier fails to do so, the Owner shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Supplier.

**1.8 Limitation of Funding** [CAO-7/24/08]

The Owner reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Owner, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

# Exhibit C

| Line # | SKU   | Description                                 | NIPA Standard Price | Offer Price | WSCA Price | Savings  | QTY 11.01.2009-10.31.2010 | Cost Savings |
|--------|-------|---------------------------------------------|---------------------|-------------|------------|----------|---------------------------|--------------|
| 47     | 1PGW8 | Lamp,F18DBX/835/ECO,CFL,Plug-In,18W         | \$13.56             | \$5.04      | \$5.30     | \$0.27   | 50                        | \$13.25      |
| 48     | 1PGW9 | Lamp,F18DBX/841/ECO,CFL,Plug-In,18W         | \$13.56             | \$5.04      | \$5.30     | \$0.27   | 30                        | \$7.95       |
| 17     | 3KP43 | Respirator,Pk20                             | \$11.00             | \$10.53     | \$11.08    | \$0.55   | 11                        | \$6.09       |
| 37     | 5AJ30 | Glove,Nitrile,Gray/Black,Size 10,Pr         | \$5.25              | \$2.67      | \$5.25     | \$2.58   | 266                       | \$686.41     |
| 15     | 2AZ93 | Sunscreen, Towlette, SPF30, PK50            | \$30.60             | \$14.21     | \$30.60    | \$16.39  | 2                         | \$32.78      |
| 36     | 5AJ29 | Glove,Nylon Liner,Gray/Black,Size 9,Pr      | \$5.25              | \$2.66      | \$5.25     | \$2.59   | 1098                      | \$2,843.82   |
| 23     | 1PKP6 | Foam Hand Sanitizer                         | \$89.71             | \$47.86     | \$89.71    | \$41.85  | 122                       | \$5,105.58   |
| 16     | 4UB34 | Oil-Dri Absorbent, Floor, 40 lb bag         | \$12.32             | \$6.18      | \$12.32    | \$6.15   | 128                       | \$786.56     |
| 22     | 3U585 | New Knit T-Shirt Cloths, White, 25#         | \$72.98             | \$34.39     | \$62.62    | \$28.23  | 114                       | \$3,218.22   |
| 24     | 4TJV9 | Glv, Drivers, Cowhide Premium, L            | \$13.66             | \$5.40      | \$13.66    | \$8.26   | 130                       | \$1,073.80   |
| 25     | 4TJV8 | Glv, Drivers, Cowhide Premium, M            | \$13.66             | \$5.40      | \$13.66    | \$8.26   | 80                        | \$660.80     |
| 26     | 4TJV1 | Glv, Drivers, Cowhide Premium, XL           | \$13.66             | \$5.40      | \$13.66    | \$8.26   | 133                       | \$1,098.58   |
| 38     | 1VK69 | BATTERY,FAN COOLED,24V                      | \$125.40            | \$125.40    | \$132.80   | \$7.40   | 31                        | \$229.40     |
| 20     | 2YV18 | Duct Tape,9 Mil,2 In,Silver,Length 60 Yd    | \$9.91              | \$6.56      | \$9.91     | \$3.35   | 0                         | \$0.00       |
| 64     | 6YH35 | Wire Connector, 72B, Blue, PK100            | \$6.52              | \$4.20      | \$4.67     | \$0.47   | 35                        | \$16.35      |
| 33     | 2TEL6 | Glove, Latex, Natural, XL, PK50             | \$19.79             | \$9.13      | \$19.79    | \$10.66  | 172                       | \$1,834.21   |
| 10     | 1WG33 | Shovel, 30", Round Point                    | \$28.26             | \$17.70     | \$28.26    | \$10.56  | 0                         | \$0.00       |
| 9      | 1WG34 | Shovel, 30", Sq Point                       | \$28.26             | \$17.73     | \$28.26    | \$10.53  | 0                         | \$0.00       |
| 32     | 2TEL5 | Glove, Latex, Natural, L, PK50              | \$19.79             | \$9.14      | \$19.79    | \$10.65  | 70                        | \$745.22     |
| 65     | 6YH36 | Wire Connector, 72B, Orange, PK100          | \$7.40              | \$4.85      | \$5.39     | \$0.54   | 27                        | \$14.55      |
| 82     | 1HLV7 | Insulated Pistol Grip Nozzle,Adjustable     | \$8.31              | \$6.10      | \$8.31     | \$2.21   | 100                       | \$220.80     |
| 49     | 1PGX2 | Lamp,F18DBX/830/ECO4P,CFL,Plug-In,18W       | \$14.54             | \$5.70      | \$6.00     | \$0.30   | 0                         | \$0.00       |
| 79     | 3WE84 | Sanitaire Vacuum                            | \$201.23            | \$201.23    | \$251.26   | \$50.03  | 18                        | \$900.54     |
| 60     | 4XP52 | Ladder, Fg, Twin, 12 FT                     | \$463.95            | \$299.76    | \$463.95   | \$164.19 | 0                         | \$0.00       |
| 19     | 5HH37 | Coverall,X Large,Pk25                       | \$146.93            | \$103.77    | \$146.93   | \$43.16  | 13                        | \$561.06     |
| 12     | 1THA3 | Axe, 6lb, Curved 36" Handle, Pick Head      | \$83.52             | \$47.64     | \$83.52    | \$35.88  | 0                         | \$0.00       |
| 13     | 1THA5 | Axe, 6lb, Curved 36" Handle, Flat Head      | \$67.77             | \$36.56     | \$67.77    | \$31.21  | 0                         | \$0.00       |
| 72     | 2TEL4 | Glove, Latex, Natural, L, PK50              | \$19.79             | \$10.14     | \$19.79    | \$9.65   | 15                        | \$144.71     |
| 67     | 6YH38 | Wire Connector, 72B, Red, PK100             | \$14.11             | \$10.14     | \$14.11    | \$3.97   | 0                         | \$0.00       |
| 80     | 4LU80 | Bag, Disposable, Pk10                       | \$11.78             | \$6.26      | \$9.83     | \$3.57   | 0                         | \$0.00       |
| 46     | 1PHA5 | Lamp,F32TBX/841/A/ECO,CFL,Plug-In,32W       | \$24.12             | \$9.67      | \$10.99    | \$1.32   | 140                       | \$184.60     |
| 59     | 4XP54 | Ladder,Fg,Twin,16 Ft                        | \$711.45            | \$448.16    | \$711.45   | \$263.29 | 0                         | \$0.00       |
| 58     | 4XP50 | Ladder,Fg, Twin, 8 FT                       | \$303.08            | \$198.77    | \$303.08   | \$104.31 | 0                         | \$0.00       |
| 14     | 1EKU4 | Safety Flare, 20 min, Red, PK72             | \$185.85            | \$99.13     | \$185.85   | \$86.72  | 5                         | \$433.61     |
| 11     | 2G994 | Bolt Cutter, 24"                            | \$82.56             | \$62.56     | \$118.22   | \$55.66  | 0                         | \$0.00       |
| 74     | 5FV14 | Ear Plug, Pr, Pk200                         | \$32.85             | \$19.70     | \$32.85    | \$13.15  | 2                         | \$26.30      |
| 63     | 2RTZ6 | Ballast,Electronic,T8, 1 Lamp Instant Start | \$26.82             | \$14.14     | \$26.82    | \$12.68  | 50                        | \$633.86     |
| 28     | 2VEW2 | Battery, CR123A, Pk12                       | \$30.74             | \$19.74     | \$30.74    | \$11.00  | 2                         | \$21.99      |
| 71     | 2RTY9 | Ballast,Electronic,T8,Instant Start         | \$11.16             | \$11.16     | \$24.80    | \$13.64  | 70                        | \$954.80     |
| 31     | 2CUP9 | Charger, Rechargeable Batteries             | \$25.52             | \$15.50     | \$25.52    | \$10.02  | 0                         | \$0.00       |
| 29     | 2CUP7 | Battery, Rechargeable, AA Pk4               | \$17.83             | \$10.71     | \$17.83    | \$7.12   | 0                         | \$0.00       |
| 30     | 2CUP8 | Battery, Rechargeable, AAA Pk4              | \$17.83             | \$10.71     | \$17.83    | \$7.12   | 0                         | \$0.00       |
| 52     | 3ZC27 | Rake,Leaf,Wood Handle                       | \$14.98             | \$9.94      | \$14.98    | \$5.04   | 24                        | \$120.89     |
| 66     | 6YH37 | Wire Connector, 72B, Yellow, PK100          | \$8.86              | \$6.21      | \$8.86     | \$2.65   | 0                         | \$0.00       |
| 54     | 6YH43 | Wire Connector,Twister,341,Tan,PK 50        | \$6.80              | \$4.74      | \$6.80     | \$2.06   | 30                        | \$61.71      |
| 78     | 3PA49 | Safety Glass, TSR Gray                      | \$5.28              | \$3.54      | \$5.28     | \$1.74   | 0                         | \$0.00       |
| 77     | 3PA48 | Safety Glass, Clear                         | \$5.00              | \$3.34      | \$5.00     | \$1.66   | 0                         | \$0.00       |
| 70     | 6KN91 | Paint,Marking, Fl. Green                    | \$4.48              | \$2.84      | \$3.76     | \$0.92   | 360                       | \$330.17     |
| 69     | 6YH11 | Paint,Marking, Fl. Orange                   | \$4.48              | \$2.83      | \$3.72     | \$0.89   | 288                       | \$256.73     |

| Line # | SKU   | Description                                  | NIPA Standard Price | Offer Price | WSCA Price | Savings    | QTY 11.01.2009-10.31.2010 | Cost Savings |
|--------|-------|----------------------------------------------|---------------------|-------------|------------|------------|---------------------------|--------------|
| 18     | 5HH38 | Coverall,Xx Large,Pk25                       | \$167.18            | \$109.93    | \$167.18   | \$57.25    | 22                        | \$1,259.53   |
| 21     | 5HH36 | Coverall,Large,Pk25                          | \$146.93            | \$103.79    | \$146.93   | \$43.14    | 8                         | \$345.15     |
| 34     | 4GC50 | Glove, Disposable, Nitrile, Teal, Pk100, L   | \$17.44             | \$9.77      | \$17.44    | \$7.67     | 0                         | \$0.00       |
| 35     | 4GC51 | Glove, Disposable, Nitrile, Teal, Pk100, XL  | \$17.44             | \$9.77      | \$17.44    | \$7.67     | 0                         | \$0.00       |
| 81     | 1JLG4 | Photo Control, 110-277 Volt                  | \$14.74             | \$8.63      | \$14.74    | \$6.11     | 236                       | \$1,442.30   |
| 75     | 4LN95 | Cap, Hard, White                             | \$11.66             | \$7.26      | \$11.66    | \$4.40     | 11                        | \$48.43      |
| 76     | 4LN75 | Cap, Hard, Hi-Viz Orange                     | \$11.66             | \$7.26      | \$11.66    | \$4.40     | 0                         | \$0.00       |
| 68     | 1AAJ7 | Two-Cycle Oil, Perfect Mix, 16 oz            | \$7.70              | \$4.79      | \$7.70     | \$2.91     | 376                       | \$1,095.77   |
| 1      | 5W419 | 20" Safety Cones                             | \$4.86              | \$4.86      | \$9.51     | \$4.65     | 0                         | \$0.00       |
| 2      | 1VN21 | Ballast Electronic, T8, 3 Lamp Instant Start | \$14.99             | \$11.67     | \$14.99    | \$3.32     | 0                         | \$0.00       |
| 7      | 1VN22 | Ballast Electronic, T8, 4 Number of F32T8    | \$14.60             | \$12.78     | \$14.60    | \$1.82     | 0                         | \$0.00       |
| 6      | 1XUF3 | Core/Coil Ballast Kit                        | \$170.10            | \$38.41     | \$170.10   | \$131.69   | 0                         | \$0.00       |
| 62     | 1XUF4 | Core/Coil Ballast Kit                        | \$126.99            | \$36.52     | \$126.99   | \$90.47    | 0                         | \$0.00       |
| 4      | 1XUF7 | Core/Coil Ballast Kit                        | \$265.73            | \$2.80      | \$265.73   | \$192.93   | 0                         | \$0.00       |
| 5      | 2CEL6 | Lamp,F13BX/841/ECO,CFL,Plug-In,13W,Biax      | \$4.56              | \$1.87      | \$4.56     | \$2.69     | 0                         | \$0.00       |
| 50     | 2HYJ1 | Battery, CR2032, Pk1                         | \$4.99              | \$1.65      | \$4.99     | \$3.34     | 1                         | \$3.34       |
| 61     | 2MCX5 | Ballast,Electronic,T8,Instant Start          | \$12.93             | \$10.56     | \$12.93    | \$2.37     | 0                         | \$0.00       |
| 44     | 3EMW4 | Lamp,F26DBX/841/ECO,CFL,Plug-In,26W          | \$11.39             | \$2.69      | \$11.39    | \$8.70     | 0                         | \$0.00       |
| 8      | 3ZC27 | Rake,Spring Brace                            | \$14.98             | \$8.19      | \$14.98    | \$6.79     | 24                        | \$163.00     |
| 45     | 4HVH2 | Battery, 18.0 V,2.4 Ah                       | \$103.50            | \$102.36    | \$103.50   | \$1.14     | 0                         | \$0.00       |
| 3      | 5A463 | Tape,Electric,Black                          | \$7.79              | \$2.58      | \$7.79     | \$5.21     | 0                         | \$0.00       |
| 42     | 5NPL8 | Lamp,F31t8/Spx35/U,31w                       | \$16.45             | \$4.09      | \$16.45    | \$12.36    | 0                         | \$0.00       |
| 40     | 5NPL9 | Lamp,F31t8/Spx41/U,31w                       | \$16.45             | \$4.08      | \$16.45    | \$12.37    | 0                         | \$0.00       |
| 43     | 1A034 | Ballast,F27bx Lamp                           | \$20.23             | \$20.23     | \$20.69    | \$0.46     | 10                        | \$4.60       |
| 39     | 4GA70 | Fluorescent Lamp, T8,F28T8/XL/SPX41/ECO      | \$2.18              | \$2.17      | \$2.17     | \$0.00     | 37                        | \$0.00       |
| 27     | 4LW11 | F35T8/Spx35/Eco                              | \$1.74              | \$1.63      | \$1.63     | \$0.00     | 2                         | \$0.00       |
| 73     | 4UH07 | F35T8/Spx41/Eco                              | \$1.74              | \$1.63      | \$1.63     | \$0.00     | 72                        | \$0.00       |
|        |       |                                              |                     |             |            | \$1,736.80 |                           | \$27,587.47  |