

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. 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.

- D. Ordering: Details in Tab 1 – Pages 32-34.
1. www.grainger.com/cityoftucson or 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 or 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.**

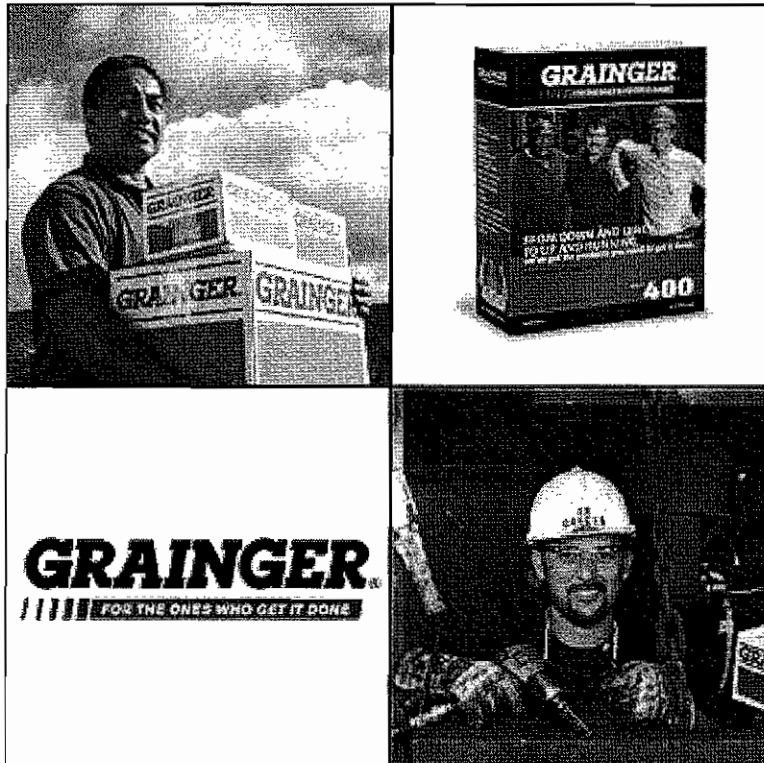
MRO Supplies Proposal

REQUEST FOR PROPOSAL NO.090188

for

CITY OF TUCSON

August 25, 2009





August 25, 2009

City of Tucson
Department of Procurement
255 W. Alameda, 6TH 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 10th 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 3rd 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

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 (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 10th 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 10th 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, 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



Mario Marin

Director, Western Region
Phone: 415.864.4700
mario.marin@graininger.com

Alex Rodriguez

Government Sales Manager
Phone: 520.275.0519
alex.rodriguez@graininger.com

Denise Childress

Government Account Manager
Phone: 520.205.2023
denise.childress@graininger.com

Rick Beaver

Government District Sales Manager
Phone: 480.736.3553
rick.beaver@graininger.com

J.D Stewart

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

Rebecca Hertzog

Government Regional Program Manager (Janitorial)
Phone: 253.722.4891
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

5. Contracts

Alex Rodriguez
Government Sales Manager
4465 E. Broadway Road
Phoenix, AZ 85040-8892
Mobile: 520.275.0519
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

- 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.

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

Air Handler	Air Filtration Products: Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper
Battalion	Security Products: Hardware, Hinges, Locks, Locksets, Padlocks
Condor / Talon Trax	Personal Protective Equipment: 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
Dakota Design	Office Furniture and Accessories: 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
Dayton	Electromechanical and Material Handling: Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationary Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, and Winches
Dem-Kote	Aerosol Paints
DynaVox	Security and Surveillance: Door Chimes, Intercoms, Magnetic Contacts, Megaphones, Speaker Mounts, TV/VCR Mounts
Industrial Grade	Industrial Products: Fasteners, Plumbing, Valves, Material Handling, Test Equipment, Casters, Outdoor Equipment, Welding Accessories, Raw Materials, Fleet Maintenance, Pneumatics, Packaging
LumaPro	Lighting and Fixtures: 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
Pegasus	Quartz Wall Clocks
PowerFirst	Electrical Supplies: 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
Speedaire	Pneumatics: 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
Store Logic	Storage and Shelving: Bin Racks and Components, Cabinets and Accessories, Casters, Shelving and Components, and Workbenches
Trident	Plumbing Fixtures: Faucets, Hoses, Paper Towel Dispensers, Retractable Clotheslines, Safety Grab Bars, Showerheads and Accessories, Soap Dishes, Tissue Holders, Toilet Tissue Dispensers, Towel Rings, and Valves
Tough Guy	Janitorial Supplies: Cleaning Chemicals, Cleaning Supplies, Hand and Personal Hygiene, Restroom Equipment, Waste Containers and Liners
Westward	Industrial Hand Tools: 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 10th 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.

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
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- 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 3rd 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 10th 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 10th 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 10th 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 10th 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

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 10th 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.

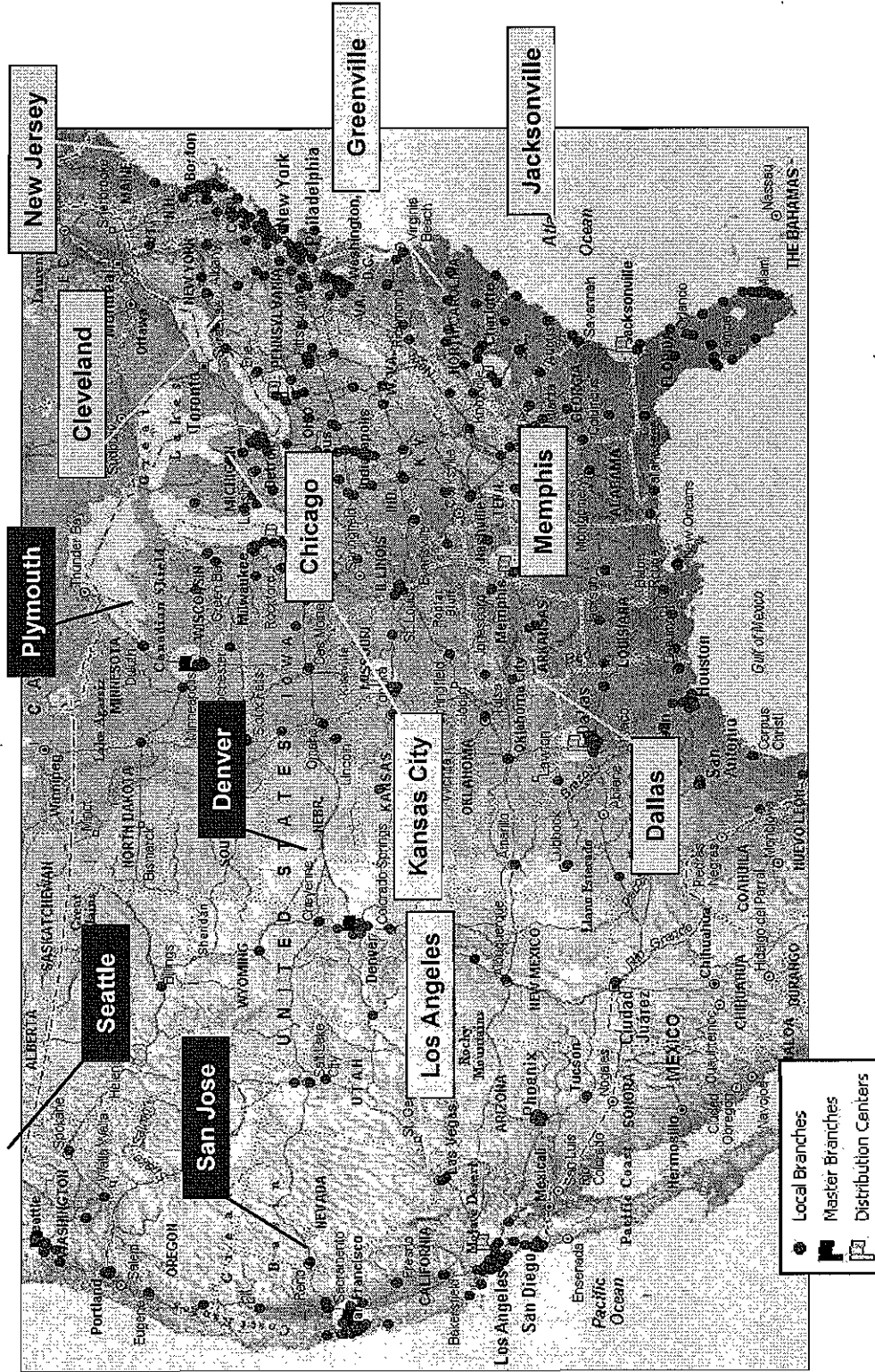
- b. Have a distribution model capable of delivering products nationwide.

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 10th distribution center to be up and running in Patterson, California, by mid-2011. This distribution network represents more than \$1 billion in available inventory.

Tab Two
Scope of Services



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 10th 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.

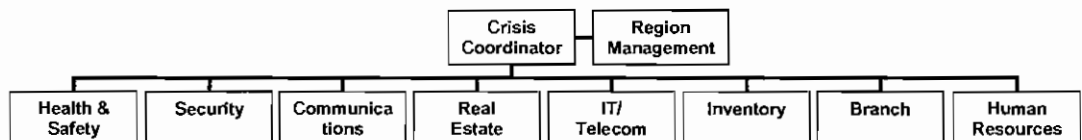
In the event of a damaged or destroyed branch, our expansive network allows us to continue to service customers under the most extreme conditions, including events such as 9/11, and Hurricanes Katrina and Rita. For example, during Hurricane Katrina, one of our two New Orleans branches was lost completely.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

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.



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..

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.

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 10th 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. 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 3rd 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 Welder Generators
Electrical Tools	Soldering Accessories Soldering Guns, Irons and Stations
Emergency-Exit Lighting Fixtures	Emergency Fixtures
Eyewear	Safety Eyewear
Fall Protection	Body Belts & Harnesses Lanyards & Rope Grabs Confined Space Entry Equipment
Fire Protection	Fire Extinguishers
Fire Alarm	Signaling Output Fire Alarm Chime
First Aid	First Aid Kits
Flashlights	Flashlight Replacement Bulbs Handheld Flashlights
Foot Protection	Footwear
Gas Detection	Detectors & Accessories
Generators	Generator Accessories Portable Generator Power Cords Portable Generator Shaft Kits Portable Generator Trailer Kits Portable Generator Wheel Kits Portable Generators 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 3rd 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.

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.



Grainger identifies diversity made products in our catalog and on our Web site, 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 3rd 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**).

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.

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

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.

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.



- 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.

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.

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 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.

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. 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**).

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

KeepStockSM

Grainger KeepStockSM 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.

KeepStockSM 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 KeepStockSM 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.

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.

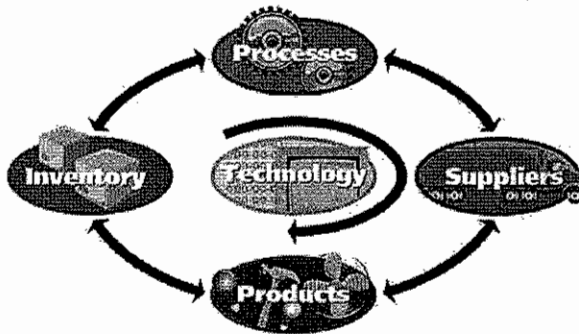
Special containers are provided and used to collect the spent products. When these containers are filled to capacity, the recycler will be contacted for pick up. The product is taken to the recycling center where a count and inventory are taken of the product. The product is then recycled and needed 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.

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%

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.

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, 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.

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.

"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 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

Tab Seven
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

Tab Seven
Special Terms and Conditions

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

Tab Seven
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 3rd 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, 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, 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, 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. 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 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.

Line #	CATEGORY	ORANGER MATERIAL	DESCRIPTION	BRAND NAME	BRAND NAME PART NUMBER	GRANGER QTY/EACH PRICE	MEMBER NET PRICE	ORIENT?/MT?	Certification	Category
1	HVAC & PNEUMATICS	5A142	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	4XT51	Bulletin Board Cork Enclosed	ACCO BRANDS USA LLC	2124	\$445.25	\$ 335.13			
4	JANITORIAL	5XL57	Liner 40x46in,Pk125	PITT PLASTICS INC	RX-482	\$48.40	\$ 12.13			
5	LIGHTING	4PL15	Lamp F32B/S35/Eco	GENERAL ELECTRIC LIGHTING	26667	\$2.44	\$ 1.19			
6	JANITORIAL	3UR62	Liner 40x46,Pk100	PITT PLASTICS INC	3UR62	\$66.85	\$ 26.18			
7	JANITORIAL	5XL54	Liner 30x35in,Pk250	PITT PLASTICS INC	RX-371	\$43.05	\$ 10.84			
8	JANITORIAL	4TE15	Roll Towel Dispenser	GEORGIA PACIFIC CONSUMER PRODS	54338	\$56.60	\$ 28.38			
9	PLUMBING	1PX64	Water Cooler & Oph	ELKAY SALES INC.	EZ298L_99	\$564.00	\$ 340.43			
10	OTHER	4HE65	Locker Ventilated	HALLOWELL, DIV LIST INDUSTRIES	U1788-2HDV-A-HQ	\$357.25	\$ 166.28			
11	OTHER	6T392	Microwave Commercial,Digital Timer	GRAINGER GLOBAL SOURCING	6T392	\$357.75	\$ 261.12			
12	JANITORIAL	3UR63	Liner 42.5x48in,Pk100	PITT PLASTICS INC	3UR63	\$102.40	\$ 26.09			
13	HVAC & PNEUMATICS	4YN29	A/C Portable 23300btuh	DENSO SALES CALIFORNIA IN	OFFICE PRO24	\$5,555.00	\$ 3,477.11			
14	JANITORIAL	3WE16	Pressure Washer	M-I-T CORPORATION	GC-3504-4WHB	\$2,267.00	\$ 1,272.31			
15	HVAC & PNEUMATICS	5W921	Cartridge Filter, Single Header 24x24x12	FILTRATION GROUP INC	5W921	\$127.70	\$ 54.95			
16	LIGHTING	3YN17	Lamp F32B/S35/Eco	GENERAL ELECTRIC LIGHTING	23910	\$1.95	\$ 0.88			
17	OTHER	1WEK9	Broadcast Sprayer,Push 125 Lb Cap	AGRI-FA3	46-9210	\$257.50	\$ 164.71			
18	ELECTRICAL	3EA98	Extension Cord 25ft	GRAINGER GLOBAL SOURCING	3EA98	\$12.59	\$ 7.30			
19	TOOLS	1DLY4	Diagonal Plier w/Cutter,3 In,2 In Jaw	COOPER TOOLS - HAND TOOLS	P85429C	\$19.78	\$ 11.13			
20	SAFETY	4WX16	Glove,Nylon Liner,White/Grey,Size 9 Pr	ANSELL PROTECTIVE PRODUCTS INC	295572	\$5.83	\$ 2.95			
21	OTHER	5HW25	Sink,Hand,400 Mt Pk6	GENIEVA CLOCK COMPANY	3980EG	\$33.30	\$ 8.28			
22	JANITORIAL	4HA85	Soap,Hand,400 Mt Pk6	GOJO INDUSTRIES	9756-05	\$50.00	\$ 21.24			
23	SAFETY	4DA93	Communications System	MINE SAFETY	10262655	\$306.00	\$ 227.83			
24	HVAC & PNEUMATICS	4TH52	A/C Portable 11800btuh	DENSO SALES CALIFORNIA IN	OFFICE PRO 12	\$4,429.00	\$ 2,807.15			
25	LIGHTING	6TX75	Lamp F32B/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	2CY64	Bulletin Board Cork,48Hx72Mx2 1/4D	ACCO BRANDS USA LLC	2387	\$951.50	\$ 530.06			
28	OTHER	5MW45	Truck,Tilt 1/2 Cu Yd	RUBBERMAID COMMERCIAL PRODUCTS	046000GRAY	\$3,102.00	\$ 1,242.41			
29	OTHER	4EU71	Scissor Lift,Electric,Cap1000Lb	JLG INDUSTRIES INC	2646ES	\$20,324.00	\$ 18,176.99			
30	JANITORIAL	5W907	Dolly Round,20-55 G	RUBBERMAID COMMERCIAL PRODUCTS	264000BLA	\$68.45	\$ 25.76			
31	JANITORIAL	1DH65	Restroom Cleaner,Multi Purpose System	KALVAC, INC.	KV17500	\$3,771.00	\$ 2,934.69			
32	OTHER	4EL66	Lift Personnel,CA15.7,5in,Work 147Lb,DC	JLG INDUSTRIES INC	41AM-DC	\$10,674.00	\$ 8,359.50			
33	SAFETY	3AY79	Radio 2 Way,1 W/Unit	MOTOROLA INCORPORATED	CU14108KV4AA	\$196.25	\$ 142.41			
34	HVAC & PNEUMATICS	3WE10	Window Room A/C	FRIEDRICH AIR COND. CO.	SL36	\$1,675.00	\$ 1,199.29			
35	OTHER	3W111	Table Folding,30x68 In	KRUEGER INTERNATIONAL, INC.	NH-3	\$208.75	\$ 105.29			
36	LIGHTING	6V751	Lamp,Mv175U/med	GENERAL ELECTRIC LIGHTING	18902	\$42.00	\$ 14.34			
37	HVAC & PNEUMATICS	4TM51	A/C Portable 1,32000btuh	DENSO SALES CALIFORNIA IN	CLASSIC PLUS 14	\$4,041.00	\$ 2,370.90			
38	SAFETY	6NA01	Saniter,Crowd Control,438lin,Black&White	LAWRENCE METAL PRODUCTS	9909-T1-STD	\$2,007.00	\$ 127.21			
39	HVAC & PNEUMATICS	2W233	Plated Filter 20x25x2	FILTRATION GROUP INC	13020252	\$8.91	\$ 2.95			
40	SAFETY	5UR00	Cones Reflective,36 In	JACKSON SAFETY LLC	3012745	\$34.50	\$ 17.76			
41	OTHER	4WR65	Spreader,Broadcast	EARTHWAY PRODUCTS, INC.	2170	\$205.00	\$ 186.76			
42	PLUMBING	1TCV1	Water Cooler & GPH/Wall Mount,ADA	HALSEY TAYLOR	8240081685_99	\$659.00	\$ 360.94			
43	SAFETY	1TDC9	Lockout Paddock,Plastic,Red,1 Key	MASTER LOCK COMPANY	406RD	\$16.73	\$ 7.38			
44	SAFETY	5AB31	Safety Cabinet,Can	EAGLE MFG CO	GRA-P44	\$1,625.00	\$ 730.36			
45	OTHER	2HEJ7	Uren Cart,Plastic,47x28 1/2x66 1/2 Blue	ROYAL BASKET TRUCKS	R48BLBPA	\$34.00	\$ 447.94			
46	OTHER	2V658	Lamp,Mv400U/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	U3448-1A-PT	\$694.50	\$ 327.80			
48	LIGHTING	5U053	Battery,Lantern 6 V	SPECTRUM BRANDS, INC DBA RAYOV	9V-GP	\$2.61	\$ 1.59			
49	SAFETY	3Y122	Sign,Exit,2X15,Exit (Single-Sided)	BRADY WORLDWIDE, INC.	98339	\$191.50	\$ 90.95			
50	PLUMBING	5W416	Drinking Fountain	HALSEY TAYLOR	74025076000_99	\$146.00	\$ 99.48			
51	OTHER	7D382	Shelving Commercial	RESERVED - 7 COMBINATIONS	4TX44	\$113.45	\$5.93			
52	OTHER	5JTB1	Locker,1 Tier,3 Frame	LYONWORKSPACE PRODUCTS	PP51023	\$653.00	\$ 324.25			
53	HVAC & PNEUMATICS	4CH63	Fan,Pedestal,18 In	LASKO METAL PRODUCTS	9119	\$65.30	\$ 26.62			
54	LIGHTING	4Z235	Ballast,F26dbx Lamp	PHILIPS LIGHTING ELECTRONICS N	ICF-2526-H1-LDK	\$42.15	\$ 18.09			
55	TOOLS	4FB66	Tool Cart,12 Drawer	WATERLOO INDUSTRIES, INC.	4FB56	\$11,186.00	\$ 557.40			
56	HVAC & PNEUMATICS	1ANZ7	Air Circulator,20 In Pedestal Mount,115v	GRAINGER GLOBAL SOURCING	1ANZ7	\$162.00	\$ 122.92			
57	HVAC & PNEUMATICS	4CH64	Fan,Wall,18 In,3 Spd	LASKO METAL PRODUCTS	9018	\$77.50	\$ 31.51			
58	PLUMBING	4DV61	Wash Fountain,34 In Wide,Semi Circular	BRADLEY FIXTURES CORP.	S93-530	\$4,895.00	\$ 3,709.43			
59	TOOLS	4GA70	Battery,18.0 V,2.1 Ah	BLACK & DECKER-TOOLS & ACCESSO	DC9096	\$94.75	\$ 89.45			
60	HVAC & PNEUMATICS	2W235	Plated Filter,24x24x2	FILTRATION GROUP INC	13024242	\$9.97	\$ 3.34			
61	OTHER	4HA88	Locker, Assembled	HALLOWELL, DIV LIST INDUSTRIES	U3228-1A-PT	\$466.50	\$ 228.88			
62	LIGHTING	2ETU3	Fluorescent Lamp,18 F28T8/U/SPX41/ECO	GENERAL ELECTRIC LIGHTING	72865	\$5.95	\$ 2.18			
63	SAFETY	2FTF1	Smoke Alarm,DC,Lithium Battery,w/Silence	BRK BRANDS, INC.	FG250ULE-WMG	\$33.70	\$ 6.36			
64	LIGHTING	6Y555	Lamp, F32T8/SP41/USAW/ECO	GENERAL ELECTRIC LIGHTING	43279	\$7.05	\$ 1.81			
65	PLUMBING	1MCE5	Water Cooler,Wall Mount 7.5 GPH	ELKAY SALES INC	EUF5A8L_99	\$745.00	\$ 420.85			
66	JANITORIAL	1YPC2	Trash Can Liner,35 x 58 In,Pk 50	BERRY PLASTICS HOLDING CORPORA	MX-54680C	\$76.45	\$ 22.41			
67	OTHER	2W604	Trash Can Liner,35 x 58 In,Pk 50	COVALENCE ADHESIVES	396-2	\$11.61	\$ 3.56			
68	JANITORIAL	1YPB3	Trash Can Liner,36 x 60 In,Pk 50	BERRY PLASTICS HOLDING CORPORA	MX-64680C	\$74.85	\$ 21.23			
69	SAFETY	32C46	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	103505GRAY	\$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	3ZL19	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/GRX30E/CORVCG	GENERAL ELECTRIC LIGHTING	15971	\$11.01	\$	5.99		
90	LIGHTING	3H240	Receptacle Base, 55 G	RUBBERMAID COMMERCIAL PRODUCTS	265505GRAY	\$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.	6DC124C	\$77.00	\$	72.77		
106	TOOLS	5E822	Truck, Platform, 1000 Lb	RUBBERMAID COMMERCIAL PRODUCTS	446800GRAY	\$721.50	\$	304.78		
107	HVAC & PNEUMATICS	5M708	Lamp, Lx150/55/5h/21	GENERAL ELECTRIC LIGHTING	19268	\$75.00	\$	23.68		
108	LIGHTING	4V531	Dimmer Switch, 12 In Compact	BLACK & DECKER-TOOLS & ACCESSO	DC728XA	\$235.00	\$	208.78		
109	TOOLS	2AEU6	Towel, White, PK 2000	GEORGIA PACIFIC CONSUMER PRODS	21000	\$39.70	\$	20.56		
110	JANITORIAL	3JG95	Heat Pump, 4 Ton, BltH 48K 460V	YORK UNITARY PRODUCT GROUP	HP048X1341	\$2,890.00	\$	1,743.38		
111	HVAC & PNEUMATICS	1NXE9	Machining, Threading, 2in	RIDGE TOOL COMPANY	67182	\$5,878.00	\$	4,821.35		
112	TOOLS	3PE54	A/C Ductless Split System, 30.7 MBtH	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	105945GRAY	\$2,244.00	\$	923.25		
118	HVAC & PNEUMATICS	2MA12	Compact Drill/Driver Kit, 18.0 VDC, 1/2 In	GRANGER 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, Mv715000U, 150 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	4E1U5	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	Wall Pack, 70 W/Hips	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	Wasp, Satch, 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	4E1U5								
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	GREEN ITEM?	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	\$85.65 \$	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	SMART1000LCD	\$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.	ESWABL_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, Bollless	RESERVED - 7 COMBINATIONS	41T80	\$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	MN15008BZ	\$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	4VW29	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	102500GRAY	\$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, F32Bp4/110/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	3KAN23	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	5W825	Cartridge Filter, Single Header, 24x24x12	FILTRATION GROUP INC	5W826	\$111.60 \$	47.84			
189	OTHER	4VQ36	Bulldo Board, Cook, 36x12x4W, Swing Door	ACCO BRANDS USA LLC	2353	\$266.50 \$	185.53			
190	OTHER	5YN84	Truck, Hand, 1000 Lb	MACLINE INC	7700PFTL	\$420.00 \$	303.69			
191	SAFETY	4J728	Glove Nitrile, 4 Mil Black, L, PK50	BEST MANUFACTURING CO	1700PFTL	\$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, F32Bp4/Sp35/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, Paris	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	\$82.95 \$	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	Linear, 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	BRAID NAME	BRAID NAME PART NUMBER	GRANDER CATALOG PRICE	MEMBER 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	\$95.00	\$49.80			
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	\$23.75	\$12.53			
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 Form, 6 1/8 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, Fp, 6 Ft, Extra 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, D6200-2, 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/835E/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	CUI110GYNTAA	\$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	FLUXE 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, Bldg, 31Kx15 1/2W	WELLS BLOOMFIELD DIV OF DCR, I	8543	\$435.79	\$274.18			
252	OTHER	3K285	Dehumidifier, 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, 36x20x1 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, Fg, 6 Ft, 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	\$467.66			
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 DYMON 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, Tilt, 3/4 Cu Yd	FILTRATION GROUP INC	13216252	\$12.31	\$3.66			
278	HVAC & PNEUMATICS	6B950	Pleated Filter, 16x25x1	A.O. SMITH CORPORATION	4UY52	\$289.25	\$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							

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PROPRIETARY AND CONFIDENTIAL

Exhibit 1 - Core List

Line #	CATEGORY	GRANGER MATERIAL	DESCRIPTION	BRAND NAME	BRAND NAME PART NUMBER	GRANGER CATALOG EACH PRICE	MEMBER NET PRICE	GREEN ITEM?	Certification	Category
281	JANITORIAL	1CF35	Dispenser, Tissue Zroll	GEORGIA PACIFIC CONSUMER PRODS	57893	\$55.95 \$	\$27.73			
282	OTHER	6JT65	Locker, 2 Tier, 3 Frame	LYON WORKSPACE PRODUCTS	PP52023	\$559.50 \$	\$274.90			
283	OTHER	52031	Truck, Platform, 1000 Lb	RUBBERMAID COMMERCIAL PRODUCTS	443900GRAY	\$607.50 \$	\$252.00			
284	PLUMBING	2X4J7	Replacement Filter Cartridge For 4VX10	ELKAY SALES INC.	51299C 99	\$88.75 \$	47.65			
285	PLUMBING	BE743	Commercial Water Heater, 91 G, NG, NAECA	R-HEEM MANUFACTURING SALES	G91-200	\$4,593.00 \$	2,276.98			
286	PLUMBING	BE743	Commercial Water Heater, 91 G, NG, NAECA	R-HEEM MANUFACTURING SALES	G91-200	\$4,593.00 \$	2,276.98			
287	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
288	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
289	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
290	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
291	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
292	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
293	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
294	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
295	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
296	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
297	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
298	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
299	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
300	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
301	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
302	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
303	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
304	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
305	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
306	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
307	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
308	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
309	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
310	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
311	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
312	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
313	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
314	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
315	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
316	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
317	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
318	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
319	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
320	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
321	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
322	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
323	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
324	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
325	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
326	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
327	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
328	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
329	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
330	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
331	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
332	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
333	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
334	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
335	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
336	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
337	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
338	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
339	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
340	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
341	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
342	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
343	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
344	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
345	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
346	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
347	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
348	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
349	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			
350	OTHER	2H1D6	Battery, 9V, PK12	DURACELL	PC1604BK0	\$24.37 \$	11.49			

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	W061197	\$625.00 \$	303.81			
358	JANITORIAL	3U712	Vacuum Upright	ELECTROLUX HOME CARE PRODUCTS	SC846	\$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	2AV47	Air Plasma Cutting System,Input 115-230V	MILLER ELECTRIC MFG COMP.	807439	\$1,673.00 \$	1,355.86			
370	SAFETY	4DY40	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,Straight,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	1RX12	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/Myf	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 \$	85.49			
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, Horizon,Blue,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,400L,Xl	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 \$	7.36			
397	JANITORIAL	4XK50	Burnisher,1500 RPM	MINUTEMAN INTERNATIONAL, INC.	M207130-00	\$2,255.00 \$	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,Hl 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	\$9,857.00 \$	6,552.33			
406	OTHER	5MN39	Resistor,Pressure,4 In	DICKSON	PAW455	\$448.25 \$	309.39			
407	OTHER	7DB25	Master Set, 411 PC	RESERVED - 7 COMBINATIONS	98830	\$5,083.00 \$	3,346.15			
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, L	1DY01	\$45.80 \$	21.80			
410	SAFETY	5LF13	Kneepad Easy Swivel Pr	GRAINGER GLOBAL SOURCING	V6355	\$21.95 \$	12.00			
411	OTHER	1DS53	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	\$50.50 \$	28.56			
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/L,700Lb,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									

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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	1RK73	UNIT HEATER, 15 KW, 480 V	GRAINGER GLOBAL SOURCING	2YU73	\$1,386.00	\$ 928.49			
422	HVAC & PNEUMATICS	1RK79	HEATER SPACE, 15 KW	GRAINGER GLOBAL SOURCING	2YU73	\$913.50	\$ 593.25			
423	TOOLS	5C875	Socket Set, SW/Deep, 12 Pt, 22 Pc	STANLEY PROTO GRP OF STANLEY W	52135	\$219.00	\$ 122.59			
424	TOOLS	1Y259	Blade, 6in, P450	MILWAUKEE ELECTRIC TOOL CORP	48-01-6186	\$110.25	\$ 56.53			
425	TOOLS	4Y662	Hammer Demolition	MILWAUKEE ELECTRIC TOOL CORP	5337-21	\$945.00	\$ 810.00			
426	TOOLS	3DU27	Window Room A/C	FRIEDRICH AIR COND. CO.	KM16	\$935.00	\$ 576.98			
427	OTHER	6B465	Hoist Air Chain, 2200LB, 28FPM	INGERSOLL-RAND TOOL & HOIST	ML1000K2C10CB-G	\$3,934.00	\$ 2,859.03			
428	JANITORIAL	1MM38	Cover Seat, PK5000	GEORGIA PACIFIC CONSUMER PRODS	47046	\$3,934.00	\$ 2,859.03			
429	OTHER	4LE50	Cabinet, Modular Drawer	LISTA INTL CORP	261390-50	\$1,864.00	\$ 1,451.78			
430	SAFETY	4Y688	Kit, First Aid, Medium	NORTH SAFETY PRODUCTS	2019702-0002L	\$26.60	\$ 11.80			
431	SAFETY	1AGD7	Hood, PAPR, White, Regular, PK 3	3M/OKES DIV	50651138720884	\$127.15	\$ 73.98			
432	TOOLS	1GU83	Impact Wrench, 1 In. Detent Dr, 140RPM, 12A	MAKITA	1Y11000	\$985.00	\$ 761.38			
433	OTHER	6W32	Paint Marking Wheel	RUST-OLEUM CORP	203030	\$4.88	\$ 2.59			
434	TOOLS	2AC17	Recip Saw Blade, 12 L/34 W/8-12 TP, PK 5	MILWAUKEE ELECTRIC TOOL CORP	48-00-0094	\$29.65	\$ 13.23			
435	HVAC & PNEUMATICS	4W732	Evaporative Fan, 36 In	PORT-A-COOL, LLC	PAC2K3K3S	\$3,099.00	\$ 1,678.34			
436	OTHER	4LU61	Combustion Analyzer	BACHARACH INC	24-8342	\$3,834.00	\$ 2,031.73			
437	OTHER	4PA15	Generator, 5.2kw, Gas	BRIGGS & STRATTON	30242	\$1,199.00	\$ 946.48			
438	LIGHTING	4PL15	Lamp, F328/S941/Eero	GENERAL ELECTRIC LIGHTING	26668	\$2.44	\$ 1.19			
439	SAFETY	4YF76	Platform, Modular, 20um	EAGLE MFG CO	1532	\$161.25	\$ 77.89			
440	JANITORIAL	4OB95	Mat, Entrance, Charcoal	SUPERIOR MFG GROUP	16750035CH	\$102.45	\$ 37.88			
441	TOOLS	2H923	Bolt Cutter, 36 In, 8/16 In Cap	COOPER TOOLS - HAND TOOLS	939UMC	\$197.50	\$ 100.03			
442	HVAC & PNEUMATICS	1YXJ6	PTAC, 15000/14800 BtuH, 230/208 V, 9.5 EER	FRIEDRICH AIR COND. CO.	PD216K6SD	\$1,016.00	\$ 585.58			
443	SAFETY	6UD87	Eye Wash Station	FEND ALL DBA SPERIAN PROTECTIO	32-000230-0000	\$316.25	\$ 170.44			
444	OTHER	6Y878	Arclag Oil Meter	LINCOLN INDUSTRIAL	877	\$483.00	\$ 234.61			
445	TOOLS	3WY80	Cut Off Tool Metal, 18v	BLACK & DECKER-TOOLS & ACCESSO	DC411KA	\$285.00	\$ 219.92			
446	LIGHTING	1PD33	Linear Lamp, F3218XL/SPX41/HVOC, 24k Hr	GENERAL ELECTRIC LIGHTING	00269	\$19.57	\$ 6.49			
447	TOOLS	12WK3	Rolling Work Station, 66 Wx46 H, 12 Drawer	STANLEY PROTO GRP OF STANLEY W	1458646-12RD	\$4,761.00	\$ 2,804.50			
448	OTHER	5W459	Truck Jack	GRAINGER GLOBAL SOURCING	5M459	\$1,217.00	\$ 605.30			
449	OTHER	4ZJ34	Truck, Hand, 650 Lb	GRAINGER GLOBAL SOURCING	4ZJ34	\$464.50	\$ 178.39			
450	OTHER	4YX96	Truck, Hand, 650 Lb	GRAINGER GLOBAL SOURCING	4YX96	\$867.00	\$ 372.17			
451	OTHER	4EB94	Ratchet Bender, 12 In	GRAINGER GLOBAL SOURCING	4EB94	\$95.05	\$ 23.24			
452	LIGHTING	3BA32	Fixture, Emergency Exit	ACUTY BRANDS LIGHTING INC.	388066	\$68.65	\$ 35.95			
453	JANITORIAL	4T885	Vacuum, Wet/Dry, 22 G	SHOP VAC CORP	9530408	\$279.52	\$ 156.76			
454	SAFETY	5T405	Gatorade, Lemon - Lime	QUAKER OATS COMPANY	93969	\$4.52	\$ 2.89			
455	JANITORIAL	3JG98	Towel, Child, PK1440	GEORGIA PACIFIC CONSUMER PRODS	23300	\$45.30	\$ 23.63			
456	SAFETY	1W233	Radio Zib, Pz2	MOTOROLA INCORPORATED	13500	\$54.35	\$ 35.95			
457	SAFETY	1THER7	Oil Pad, Heavy, 35 Gal Sorbent, PK100	OIL-DRI CORPORATION OF	L9080G	\$73.75	\$ 33.40			
458	OTHER	3KB51	Machine Stretch Wrap	HIGHLIGHT INDUSTRIES INC	760095	\$6,655.00	\$ 5,820.48			
459	TOOLS	4WN48	Hammer Breaker	ROBERT BOSCH TOOL CORP.	11304K	\$1,689.00	\$ 1,520.10			
460	OTHER	4Z280	Machine Mover, Pz2	WESCO	260395	\$2,846.00	\$ 1,851.58			
461	OTHER	1YMD6	Jumbo Storage Cabinet, 4 Shelves, Grey	TENNISCO CORP	J2478UMGY	\$616.00	\$ 376.49			
462	TOOLS	2GME4	Pressing Tool, Cordless, For 1/2 To 4 In	RIDGE TOOL COMPANY	27023	\$3,339.00	\$ 2,878.80			
463	HVAC & PNEUMATICS	2YU67	HEATER ELECTRIC, 7.5 KW	GRAINGER GLOBAL SOURCING	2YU67	\$795.50	\$ 355.01			
464	OTHER	6Z417	Stopping Cutter, For 3/4 In W Strap	COOPER TOOLS - HAND TOOLS	99087	\$115.45	\$ 54.91			
465	TOOLS	1ATH5	Drain Cleaning Machine, 3/4 x 100FT	RIDGE TOOL COMPANY	42007	\$2,184.00	\$ 1,727.01			
466	TOOLS	2AFH3	Diamond Blade, 14 In, Segmented, 1in Abor	MK DIAMOND PRODUCTS, INC.	163931	\$257.75	\$ 142.35			
467	JANITORIAL	4CJ74	Towel, OneFold, PK 4000	GEORGIA PACIFIC CONSUMER PRODS	23390	\$64.70	\$ 34.15			
468	JANITORIAL	2LEF1	Liquid Dish Detergent, 1 qt	RAMSEY COMPANY	4563376	\$6.01	\$ 2.33			
469	LIGHTING	5RV13	Worklight Case, 1200 W	GRAINGER GLOBAL SOURCING	5RV13	\$160.00	\$ 106.07			
470	SAFETY	44416	Barrier, Tape, Yellow	C.H. HANSON CO. THE	16000	\$17.50	\$ 3.68			
471	HVAC & PNEUMATICS	1NNF6	Air Compressor, 120 V, 2 HP, 20 Gal Tank	GRAINGER GLOBAL SOURCING	1NNF6	\$515.00	\$ 467.10			
472	OTHER	4ZT49	Air Operated Grease Pump, 5 Gal	WEEVES INDUSTRIES INC LEGACY MF	L6000-GRA	\$915.00	\$ 524.16			
473	OTHER	3MU89	Process Calibrator Multimeter	FLUKE CORPORATION	FLUKE-789WWNG	\$861.00	\$ 705.76			
474	TOOLS	4UAT9	Utility Knife, Retract	IRWIN INDUSTRIAL TOOL CO.	2053200GR	\$15.87	\$ 8.55			
475	ELECTRICAL	5W678	Cord, Portable, 250ft	GENERAL CABLE CORPORATION	WT380.15.01	\$260.00	\$ 114.64			
476	HVAC & PNEUMATICS	6E868	AC, Portable, 10000Btu/h	DENSO SALES CALIFORNIA INC	CLASSIC 10	\$3,307.00	\$ 1,975.51			
477	TOOLS	2YA99	Cordless Combination Kit, Velle, 36.0	BLACK & DECKER-TOOLS & ACCESSO	DCX6401	\$695.00	\$ 776.73			
478	JANITORIAL	1PK97	Foam Soap Dispenser, Gray, 1200ml	GOJO INDUSTRIES	2760-12-85P00	\$46.40	\$ 18.80			
479	OTHER	4EB18	Multimeter, Digital, LCD	FLUKE CORPORATION	FLUKE-57-5MMWG	\$412.50	\$ 325.50			
480	OTHER	6KD45	Calibrator, Documenting, RS232 and HART	FLUKE CORPORATION	FLUKE-744WWNG	\$6,174.00	\$ 5,143.71			
481	TOOLS	4ZAG8	Cordless Hammer Drill/Driver Kit, 23.0 V	MILWAUKEE ELECTRIC TOOL CORP	0724-24	\$475.00	\$ 65.45			
482	LIGHTING	1LEH2	Hands Free Headlight, Xenon, LEDs, 4 AA	PETZL AMERICA	568 P	\$149.35	\$ 68.45			
483	TOOLS	4LT64	Vise, Heavy Duty, 6 1/2 In, 6 1/2 In Open	WMH TOOL GROUP, INC.	63201	\$594.00	\$ 312.43			
484	OTHER	1LX68	Bulk Storage Rack, Starter, NSF, 72Wx24D	EDSAL MANUFACTURING COMPANY	ERX7224728	\$304.00	\$ 183.46			
485	TOOLS	2AH22	Diamond Blade, 12 In, Segmented, 1in Abor	MK DIAMOND PRODUCTS, INC.	163930	\$205.00	\$ 120.05			
486	OTHER	5NP21	Truck, Pallet	GRAINGER GLOBAL SOURCING	5NP21	\$917.00	\$ 454.09			
487	TOOLS	4BU70	Impact Wrench, 1/2in 18v	BLACK & DECKER-TOOLS & ACCESSO	DW059N-2	\$565.00	\$ 313.85			
488	HVAC & PNEUMATICS	2ATV4	Air Circulator, Mobile, 48 In, 115 V	GREENHECK FAN CORPORATION	12ATV4	\$1,193.00	\$ 653.29			
489	OTHER	4UR39	Truck, Utility	RUBBERMAID COMMERCIAL PRODUCTS	1471600GRAY	\$734.00	\$ 276.15			
490	LIGHTING	1GC97	Exit Sign, Led, 120/277V, 0.72W, Green	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 5 G	JUSTITVE MFG. COMPANY LLC	10821	\$11.50	\$ 44.30			
500	JANITORIAL	4TB93	Filler, Cartridge, Hepa	SHOP 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	5004901110020	\$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	INTERAPE 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	\$38.95	\$ 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	\$6.98	\$ 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	\$17.82	\$ 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	4LE53	Sliding Door Shelf Cabinet, 1 Adj Shelf	LISTA INT'L CORP	OSSD300-53	\$1,098.00	\$ 653.44			
544	TOOLS	4N37	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, BFI, Non Cond, Spread 25in	ALUMINUM LADDER COMPANY	66261101485	\$875.50	\$ 542.09			
551	OTHER	1LZK7	Abrasive Sheet, 9x11, 120 Grit, A51, 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	JUN5004833TUS	\$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 EACH PRICE	MEMBER NET PRICE	GREEN ITEM?	Certification	Category
561	OTHER	4ZD33	Dump Truck	VESTIL MANUFACTURING CORPORATI	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 BatteryCharger Kit,120 Volt	BLACK & DECKER-TOOLS & ACCESSO	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	32A68600	\$1,456.00	\$ 1,133.58			
572	OTHER	5Z220	Wrap,Stretch,18 in	INTERTAPE POLYMER CORP.	HH-2301-1800-VG	\$24.95	\$ 11.09			
573	HVAC & PNEUMATICS	2X166	Window A/C,23.5/23.9 MBtuH,230/208 V	FRIEDRICH AIR COND. CO.	FK24	\$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	U328B-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	2CX48	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	3RY43	Machline,Pipe Threading	RIDGE TOOL COMPANY	93287	\$5,681.00	\$ 5,141.54			
584	SAFETY	1EXK74	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,Fd,10Ft,Extra Hd,Spread 65 7/8In	NEWARNER 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	W2042,85,05	\$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,Hugger,VVL3,300L3,4-Hook	LUFTALL	26422	\$53.10	\$ 12.04			
594	OTHER	5WV64	Centrifugal Pump,Air Operated,3 Inch	WARREN RUPP	5WV64, 6AM1	\$2,475.00	\$ 1,647.59			
595	SAFETY	2W429	Cant Safety,1 Type 2 G	PEAGLE MFG CO	U-205	\$45.00	\$ 21.40			
596	HVAC & PNEUMATICS	2HPC3	Portable Air Cleaner,HEPA,39/79/118 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	1UFQ2	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	\$569.90	\$ 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	1TBF3	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,EI23R25,5w,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,1.5L 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	606520	\$71.00	\$ 35.49	YES	Green Seal	Indoor Air Quality / Green Cleaning
611	POWER TRANSMISSION & MOTORS	1XTU4	Motor,3-Ph,2.1755,208-230V,460,EN 86.5	WEG ELECTRIC MOTORS CORP.	0021BET3E1457C	\$414.75	\$ 202.40	YES	NEVA Premium	Energy Efficiency
612	HVAC & PNEUMATICS	1WZF6	Pipe Insulation,Unslit,1D 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,Unslit,1D 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,Unslit,1D 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,F15T12,27841	GENERAL ELECTRIC LIGHTING	25153	\$5.79	\$ 3.28	YES	Energy Star	Energy Efficiency
619	HVAC & PNEUMATICS	2CKE3	Pipe Insulation,Semi-Slit,2 7/8 In,6 Ft	NOMACO, INC.	6XE100278	\$21.86	\$ 10.49	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
620	JANITORIAL	4N6V5	Paper Towel,White,PK 2600	GEORGIA PACIFIC CONSUMER PRODS	20885	\$49.00	\$ 26.59	YES	EcoLogo	Waste Reduction
621	HVAC & PNEUMATICS	6C509	Exhaust Fan,K14,4 In	FANTECH, INC.	PE100	\$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,1.5,1765,208-230V,460,EN 86.5	WEG ELECTRIC MOTORS CORP.	0015BET3E1457C	\$394.00	\$ 182.43	YES	NEVA Premium	Energy Efficiency
624	OTHER	1TBF2	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,Unslit,1D 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 1/2Hx18 1/4W	KRUEGER INTERNATIONAL, INC.	MSCHBL	\$80.30	\$ 48.79	YES	GREENGUARD	Indoor Air Quality / Green Cleaning

Exhibit 1 - Core List

Line #	Category	Granger Material	Description	Brand Name	Brand Name Part Number	Granger 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	\$11.75	\$ 27.79	YES	Green Seal	Indoor Air Quality / Green Cleaning
533	HVAC & PNEUMATICS	1WZL9	Pipe Insulation, Aluminum Cladding	NOMACO K FLEX	6RX104821BAL	\$32.55	\$ 15.71	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
534	HVAC & PNEUMATICS	1WZG4	Pipe Insulation, Unst, 1/2 x 1/8 In	NOMACO K FLEX	6RX100278	\$38.45	\$ 20.71	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
535	LIGHTING	3HCX3	Electronic Ballast, 1/8 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, 3430, 208-230/460, Eff 85.5	WEG ELECTRIC MOTORS CORP	001560T01EN143T	\$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 x 3/8 In	NOMACO K FLEX	6RX100359	\$39.50	\$ 23.79	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
541	LIGHTING	3HCX3	Electronic Ballast, 1/8 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	NEMA Premium, CEE	Energy Efficiency
543	OTHER	4CY40	Metal Urethane, Gal, White, Semi-Gloss	RUST-OLEUM CORP	238752	\$69.00	\$ 37.85	YES	EcoLogo	Waste Reduction
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	\$ 8.46	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, 1/8 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, 1730, 208-230/460, Eff 85.5	WEG ELECTRIC MOTORS CORP	001560T01EN143T	\$18.00	\$ 137.85	YES	NEMA Premium	Energy Efficiency
549	LIGHTING	1FEV7	Electronic Ballast, Programmed Start	PHILIPS LIGHTING ELECTRONICS N	10P2532LWSC	\$46.45	\$ 14.44	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, 1/8 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 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	001181ET1E143T	\$32.05	\$ 15.05	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
555	LIGHTING	1FEV9	Electronic Ballast, Programmed Start	PHILIPS LIGHTING ELECTRONICS N	10P4432LWSC	\$36.00	\$ 17.00	YES	NEMA Premium	Energy Efficiency
556	JANITORIAL	4ZAS1	Disposable Wiper, PK600	GEORGIA PACIFIC CONSUMER PRODS	29922	\$58.35	\$ 26.89	YES	NEMA Premium	Energy Efficiency
557	OTHER	3XH48	Adhesive, Contact, 1 Qt	3M ADHESIVES DIVISION	00021200211850	\$29.55	\$ 16.48	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
558	JANITORIAL	1YNU3	Floor Cleaner, 1 G	NOMACO K FLEX	WMT00018158	\$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 x 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 x 1/8 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, 1730, 208-230/460, Eff 85.5	WEG ELECTRIC MOTORS CORP	001181ET1E143T	\$32.05	\$ 15.05	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
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	6RYL100659AL	\$19.87	\$ 9.40	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
565	HVAC & PNEUMATICS	1WZG1	Pipe Insulation, Unst, 1/2 x 1/8 In	NOMACO K FLEX	6RX100218	\$32.40	\$ 12.95	YES	GREENGUARD	Indoor Air Quality / Green Cleaning
566	LIGHTING	1THY5	Decorative Fluorescent Fixture, 120V	ACUTY BRAND'S LIGHTING INC.	761151	\$167.50	\$ 94.74	YES	Energy Star	Energy Efficiency
567	JANITORIAL	1YNT6	Floor Finish, 1 G	BONAKEMI USA, INC	W7150618076	\$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, 3510, 230-240/460, Eff 89.5	WEG ELECTRIC MOTORS CORP	00536ET1E184TC	\$346.00	\$ 543.09	YES	NEMA Premium	Energy Efficiency
573	HVAC & PNEUMATICS	3DU26	Air Conditioner, Window	FRIEDRICH AIR COND. CO.	K515	\$83.60	\$ 45.05	YES	EcoLogo	Waste Reduction
574	JANITORIAL	1FC17	Tissue, Bath, Roll, PK18	GEORGIA PACIFIC CONSUMER PRODS	19378	\$54.30	\$ 31.26	YES	NEMA Premium	Energy Efficiency
575	LIGHTING	1WZ22	Ballast, F32T8	PHILIPS LIGHTING ELECTRONICS N	10N4P32SC	\$11.99	\$ 6.94	YES	Energy Star	Energy Efficiency
576	HVAC & PNEUMATICS	3DU28	Air Conditioner, Window	FRIEDRICH AIR COND. CO.	KM24	\$119.00	\$ 69.53	YES	Energy Star	Indoor Air Quality / Green Cleaning
577	JANITORIAL	3WE84	Vacuum, Upright	ELECTROLUX HOME CARE PRODUCTS	SC5815A	\$179.75	\$ 201.23	YES	CR1 Green Label	Energy Efficiency
578	HVAC & PNEUMATICS	4CE68	Air Conditioner, Window	ELECTROLUX HOME CARE PRODUCTS	FA01251	\$83.00	\$ 36.01	YES	Energy Star	Indoor Air Quality / Green Cleaning
579	JANITORIAL	1LWJ3	Foaming Hand Soap, 1200ml, Yellow, PK 2	GOJO INDUSTRIES	5665-02	\$54.25	\$ 26.76	YES	EcoLogo	Waste Reduction
580	JANITORIAL	2U227	Towel, Cloth, PK 2400	GEORGIA PACIFIC CONSUMER PRODS	25190	\$54.30	\$ 31.26	YES	EcoLogo	Waste Reduction
581	JANITORIAL	2U232	Towel, Roll, PK6	GEORGIA PACIFIC CONSUMER PRODS	29301	\$107.00	\$ 42.73	YES	Energy Star	Energy Efficiency
582	HVAC & PNEUMATICS	4CE72	Air Conditioner, Window	ELECTROLUX HOME PRODUCTS	FAS2562	\$515.00	\$ 207.29	YES	Energy Star	Indoor Air Quality / Green Cleaning
583	HVAC & PNEUMATICS	4CE67	Air Conditioner, Window	ELECTROLUX HOME PRODUCTS	FAC1051	\$179.75	\$ 201.23	YES	Energy Star	Indoor Air Quality / Green Cleaning
584	JANITORIAL	1LWJ5	Foaming Hand Soap, 1200ml, Yellow, PK 3	GOJO INDUSTRIES	5665-03	\$54.25	\$ 26.76	YES	Energy Star	Indoor Air Quality / Green Cleaning
585	LIGHTING	8LY95	Lamp, Fluorescent, 2X82T	GENERAL ELECTRIC LIGHTING	60891	\$21.95	\$ 7.70	YES	Green Seal	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	\$276.25	\$ 176.77	YES	Energy Star	Energy Efficiency
592	LIGHTING	4ZT25	Lamp, Fluorescent, 2X84T	GENERAL ELECTRIC LIGHTING	10GX6	\$51.15	\$ 26.53	YES	Energy Star	Energy Efficiency
593	HVAC & PNEUMATICS	3UF22	Heat Pump, Room A/C	FRIEDRICH AIR COND. CO.	YS13	\$1,122.00	\$ 764.48	YES	Energy Star	Energy Efficiency
594	JANITORIAL	4WK26	Cleaner, Floor, 2 L	3M HOME & COMMERCIAL CARE	50048011235535	\$71.95	\$ 37.25	YES	Green Seal	Indoor Air Quality / Green Cleaning
595	HVAC & PNEUMATICS	3DU30	Window Room A/C	FRIEDRICH AIR COND. CO.	SL28	\$1,447.00	\$ 850.38	YES	Energy Star	Indoor Air Quality / Green Cleaning
596	HVAC & PNEUMATICS	4CE70	Air Conditioner, Window, With Remote	ELECTROLUX HOME PRODUCTS	FAM1562	\$846.00	\$ 350.38	YES	Energy Star	Energy Efficiency
597	JANITORIAL	2U675	Neutral Cleaner, Chemical # 3 Size 2L	3M HOME & COMMERCIAL CARE	50048011202001	\$56.55	\$ 29.26	YES	Green Seal	Indoor Air Quality / Green Cleaning
598	HVAC & PNEUMATICS	4CE65	Air Conditioner, Window	ELECTROLUX HOME PRODUCTS	FA00657	\$241.50	\$ 141.39	YES	Energy Star	Energy Efficiency
599	LIGHTING	2MCX6	Ballast, Electronic, 1 of 2 F32T8 Lamps	PHILIPS LIGHTING ELECTRONICS N	10N2P32N	\$32.80	\$ 10.36	YES	NEMA Premium	Energy Efficiency
700	LIGHTING	1VW21	Ballast, F-328	PHILIPS LIGHTING ELECTRONICS N	10N3P32SC	\$38.45	\$ 11.87	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%
Grand Total	\$ 415,235.67	\$ 622,255.12	\$ 207,019.45	33%

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%
Overall		33%

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 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

REQUEST FOR PROPOSAL NUMBER:	090188
MATERIAL OR SERVICE:	MAINTENANCE, REPAIR & OPERATION SUPPLIES
PROPOSAL DUE DATE:	JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION:	DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
PRE-PROPOSAL CONFERENCE DATE:	JULY 14, 2009
TIME:	1:00 P.M. TO 4:00 P.M., ARIZONA TIME
LOCATION:	255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701

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, 6th 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

REQUEST FOR PROPOSAL NUMBER:	090188
PROPOSAL DUE DATE:	JULY 28, 2009, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION:	DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
MATERIAL OR SERVICE:	MAINTENANCE, REPAIR & OPERATION SUPPLIES
PRE-PROPOSAL CONFERENCE DATE:	JULY 14, 2009
TIME:	1:00 P.M. TO 4:00 P.M., ARIZONA TIME
LOCATION:	255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701
CONTRACT OFFICER:	LLOYD WINDLE
TELEPHONE NUMBER:	(520) 837-4105 LLOYD.WINDLE@TUCSONAZ.GOV

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 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
WALLOW A 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 SC'HOOL 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

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

PRODUCER Insurance Agent/Broker Name Insurance Agent/Broker Street Address or P.O. Box Insurance Agent/Broker City, State & Zip Code 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.
INSURED Company Name Company Street Address or P.O. Box City, State & Zip Code		INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company Enter NAIC# INSURER B: Name of Insurance Company (if applicable) Enter NAIC# INSURER C: Name of Insurance Company (if applicable) Enter NAIC# INSURER D: Name of Insurance Company (if applicable) Enter NAIC# 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	
	☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$Enter Limit \$ \$N/A \$Enter Limit \$Enter Limit \$Enter Limit \$
	☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$Enter Limit \$ \$ \$ \$
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ _____	Enter Policy # (if req)		Enter Expiration Date	AUTO ONLY - EA ACCIDENT OTHER THAN EA AGG AUTO ONLY: AGG	\$Enter Limit \$ \$

☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ 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>
						\$
						\$
						\$
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Enter Policy #	Enter Effective Date	Enter Expiration Date	☒ WC ☐ OTH STATUTE - <u>FR</u>	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
☐	OTHER					

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 c/o Insurance Tracking Services, (ITS) P.O. Box 21919 Long Beach, CA 90801 OR 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. Must be signed by an insurance agent licensed in Nevada
	AUTHORIZED REPRESENTATIVE

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