Meeting Date: **8/25/2015**

Report Type: Consent

Report ID: 2015-00704

City of SACRAMENTO 07

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Purchase/Cooperative Agreement: Maintenance, Repair, and Operations (MRO) Products (Published for Review 08/13/2015)

Location: Citywide

Recommendation: Pass a Motion: 1) approving National Intergovernmental Purchasing Alliance (NIPA) cooperative purchasing agreement no. 141003 with W.W. Grainger, for the purchase of Maintenance, Repair, and Operations (MRO) products for an amount not-to-exceed $2.5 million; and 2) authorizing the City Manager or his designee to issue purchase orders under the NIPA cooperative purchasing agreement for the not-to-exceed amount specified, subject to funding availability in the adopted budget of the applicable fiscal year.

Contact: Marc Robles, Procurement Analyst, (916) 808-6343; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

Presenter: None

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis

2-Contract (Grainger)

City Attorney Review

Approved as to Form
Joe Robinson
8/12/2015 10:55:38 AM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 8/10/2015 4:18:52 PM

Description/Analysis

Issue Detail: City departments use cooperative purchase agreements to maximize cost savings and efficiently use staff resources when procuring goods and services. On November 18, 2014, Council approved the use of a State of California agreement with W.W. Grainger (Grainger) for the purchase of MRO products. However, since that time staff has found that the National Intergovernmental Purchasing Alliance (NIPA) awarded a cooperative agreement with Grainger which offers a more robust rebate program, combined with deeper, customized discounts based on the most frequently purchased items. Staff is recommending the use of the NIPA cooperative purchase contract for the purchase of MRO products.

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56.240 which authorizes the City Manager, where advantageous to the City, to utilize cooperative purchasing agreements approved by the City Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.

Economic Impacts: None.

Environmental Considerations: The report concerns the ongoing purchase of supplies which does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Section15378(b)(2)].

Sustainability: Under Phase 1 of the City of Sacramento’s Climate Action Plan, all applicable “green” alternatives will be considered prior to the purchase of supplies and accessories. Grainger offers a catalog of green products through this recommended agreement.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In an ongoing effort to maximize cost savings and efficiently use staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and the Procurement Services Division to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City. Use of the NIPA agreement will provide additional cost saving opportunities for the City.

Financial Considerations: Sufficient funding is available in the FY2015/16 budget for purchases made through June 30, 2016. Purchases made after June 30, 2016, are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Grainger is not an LBE. The minimum LBE participation requirement does not apply to cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs. Use of cooperative purchase agreements saves time, reduces administrative costs, improves efficiency, and helps taxpayer dollars go farther.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4123
ISSUE DATE: JUNE 10, 2015

CONTRACT NO.: 141003
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
CQ
CONTRACT OFFICER: JEFFERY WHITING

THIS CONTRACT IS AMENDED AS FOLLOWS:

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS, AND RELATED SERVICES

1. Pursuant to Contract No. 141003, Attachment B., Price Page, the following item has been added:

MANUFACTURER AND MODEL NUMBER	ITEM DESCRIPTION	ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
SKU 20X092	Lockout Tagout Service • GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates (subscription required) • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • Authorized Online NFPA 70E Certifications	1	$13,500	$13,500

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 6/26/15
Signature Date

MICHAEL SAMPSON SR. CORPORATE SALES MANAGER
Typed Name and Title

GRAINGER
Company Name

100 GRAINGER PKWY
Address

michael.sampson@grainger.com
Email Address

LAKE FOREST IL 60045
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 26th DAY OF June, 2015, AT TUCSON, ARIZONA.

Nathan Dixon
As Director of Procurement and not personally

City of Tucson

Contract 141003

for

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services

with

W.W. Grainger, Inc.

Effective: January 1, 2015

The following documents comprise the executed contract between the City of Tucson and W.W. Grainger, Inc., effective January 1, 2015:

I. Signed Offer and Acceptance
II. W.W. Grainger's response to the City's Request for Best and Final Offer
III. W.W. Grainger's responses to the City's Request for Interview
IV. Supplier's Response to the RFP
V. City's Original RFP

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.

Grainger Industrial Supply
Company Name

100 Grainger Parkway
Address

Lake Forest **IL** **60045**
City State Zip

Michael Sampson
Signature of Person Authorized to Sign

Michael Sampson
Printed Name

National Sales Manager
Title

For clarification of this offer, contact:

Name: **Michael Sampson**

Title: **Sr. National Sales Manager**

Phone: **763-498-4318**

Fax:

E-mail: **michael.sampson@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. 141003.

Approved as to form this 6th day of October, 2014.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 6th day of October, 2014

Nathan Dixon

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

1. National Program
During the interview process, the offeror discussed their "go-to-market strategy" for the City of Tucson agreement.

a. Clarify which market segments the offeror will promote the City of Tucson MRO award toward.

Once awarded, Grainger will continue to promote the City of Tucson maintenance, operation and repair (MRO) contract to all Public Sector market segments, excluding federal government, through joint effort of our sales force and the National IPA team. These Public Sector market segments shall include State, Local, Education, and Non-Profits.

b. Clarify if there would be more of an emphasis on any particular segment and why (e.g. a larger focus toward cities versus k-12 or states).

Over the last five years, the majority of our success promoting our current contract has been with cities and counties. Moving forward we will continue to target that segment assertively as well as the others in the Public Sector. Working in conjunction with the National IPA sales team we will be targeting new agencies, across all segments, to add to the City of Tucson contract as well as developing a plan to expand our business with the agencies that are on our contract today. Except for federal government agencies, Grainger will support any Public Sector agency that would like to use the City of Tucson agreement as their contract vehicle.

2. Vending Machines
The offeror's response describes the vending machine capability of the offeror and provides specific requirements. Confirm the following requirements:

Term of Use	
Agency Minimum Spend through Machine(s)	No minimum required spend through machine(s).
Agency Minimum Spend under contract	No agency minimum spend under contract.
Any additional obligations associated with vending machines (e.g. 3 year contract):	Initial three year term with mutual termination for default option and termination for convenience 60 days prior to the end of any term.
Any additional fees (e.g. wireless):	No additional fees

a. Are any of these items waived for the City of Tucson and hence other participating agencies?

The above items apply to all public sector agencies.

b. Disclose/describe any other conditions/requirements/processes that are applicable, i.e., minimum turnover rate, stocking other vendor's supplies, reporting, who stocks, etc.

Please refer to the KeepStock Secure FAQ sheet attached for additional details.

3. Additional services provided such as Inventory Consulting Services, Inventory Solutions, Process Mapping of Supply Chain, Lean Six Sigma processes improvements.

a. Provide a detailed description of the offeror's additional services.

Please refer to the Consulting Services Brochure for a detailed description.

b. Describe what is reviewed, what process is used to conduct analysis (e.g. six sigma) and how results and recommendations are communicated.

Analysis methodology used is based upon continuous improvement and encompasses LEAN, Six Sigma, and Kaizan.

The engagement process with our consulting team involves three detailed steps:

- Data Analysis
  - Analyze current processes and systems
  - Understand inventory dynamics
  - Analyze spend and supplier dynamics
  - Understand procurement behaviors
  - Determine cost drivers
- Strategy Development
  - Identify opportunities for improvement
  - Develop strategic options and solutions
  - Establish measurable impacts and benefits
  - Recommend strategic direction
- Solution Implementation
  - Develop implementation timelines
  - Coordinate project plans
  - Support implementation activities
  - Measure progress and value delivered

During all steps the Grainger consulting manager is in communication with the customer to make sure the recommendations and results are achieving the desired goal(s).

c. Which of these services are offered at no cost to the agency?

All of our Consulting Services Solutions and Inventory Management Solutions available to the Public Sector Segments are offered at no cost to the participating public agency.

d. Which of these services are offered at cost to the agency?

None

e. How are the services offered at a cost priced?

Not Applicable

f. Does the offeror provide a "racks and bins" solution?

Yes. Inventory management is not a "one size fits all" solution. That's why Grainger offers a variety of options customized to work the way you need it to. No solution will be implemented unless it helps you meet your inventory management goals. By working together, we can identify your inventory challenges, determine where and how your inventory is used, and develop a solution that best fits your needs.

Through KeepStock Onsite/Grainger Managed Inventory we often manage products that are in bins that are placed on racks. Our dedicated inventory management team will assess what needs to be stocked and how best to stock it based upon each installation.

1. Does the offeror provide these items at no cost?

   Grainger provides designated bins at no cost, which will support a variety of products. Racking to support larger products comes at a cost.

2. If there is a cost, describe how these services are priced?

   The cost of any type of racking will comply with the terms and conditions of the City of Tucson contract. Racking pricing could fall under a category discount, market basket, custom core list, or one-time large order.

g. Describe in detail how your Inventory Management solutions will incorporate products purchased through other vendors to enable the City of Tucson to use only one inventory system.

It is Grainger's goal to help each participating public agency better manage its MRO inventory. KeepStock Track can incorporate the management of outside vendor product, handling issuance and receipt. This Customer or Grainger Managed Inventory (CMI or GMI) solution provides a barcode inventory tracking system that helps you manage the movement of maintenance, repair and operations (MRO) inventory as it is received, issued and transferred into and throughout your business. By working together, we can identify your inventory challenges, determine where and how your inventory is used, and develop a solution that best fits your needs.

4. Custom Products

a. Describe the offeror's solution/ability to provide parts that are obsolete and no longer available/manufactured.

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 6,500 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.

b. Describe the offeror's ability to customize products with the City's logo.

The City of Tucson can apply its logo or unique message to just about any product in order to promote your brand for easy identification. These types of custom products must be placed through Customer Service, 1-800-GRAINGER. Orders are for direct shipment only. These orders will not be available for pick-up at a Grainger branch location. Please refer to the attachment labeled "Logo Hard Hat Smart Sheet" to see, for example, a specific description of our ability to put a logo on hard hats.

c. What other types of custom products can the offeror provide?

Grainger can provide these other types of custom products, orders for which must be placed through Customer Service, 1-800-Grainger:

- Air Filters
- Band Saw Blades
- Floor Mats
- Hard Hats
- Locks
- Pipe Markers
- Property ID Tags
- Safety Signs
- Traffic Signs
- Valve/Key Tags

5. Recycling Program

a. Describe the offeror's recycling programs offered.

As a participating location of Call 2 Recycle, Grainger branches offer free, in-branch recycling for rechargeable batteries and cell phones.

Hazardous Recycling Services
Convenient and Compliant Recycling
Solve the disposal problem for environmentally hazardous bulbs, dry-type batteries and ballasts with Grainger Hazardous Recycling Services. Get the job done with Grainger Call2Recycle recycling services. You'll receive a certificate of reclamation that documents your compliance when you recycle with Grainger. With our hazardous recycling services, you'll be guaranteed adherence to environmental regulations on disposal of materials containing mercury, lead and other harmful materials.

Recycling Kits
Grainger provides a complete turnkey service for an all-inclusive price. Find in-stock kits at your local branch, including:

- UN/DOT-approved container
- Preprinted label with instructions
- Toll-free number for pick-up
- Certificate of reclamation
- Transportation from your site to the recycler

Bulk Pickup
Grainger provides customized programs for larger volume needs - including lamps, ballasts, batteries, electronics and mercury - and can also have containers delivered on-site. For more information, please contact your Grainger Representative or local branch.

b. Are these programs provided at no cost?

The Call2Recycle program available at each Grainger branch is free. The complete turnkey kits described above come with an all-inclusive price.

c. If there is a cost, describe how these services are priced?

The complete turnkey kits are included in the proposed contract market basket at a discounted price. This price will remain the same for the City of Tucson and the other participating agencies for the first year of the Agreement.

6. Lighting and Energy Audits

a. Describe the offeror's ability to provide lighting and energy audits.

Grainger Lighting Services, a Grainger company, can provide turnkey lighting services. Grainger Lighting Services offers a Total Value Proposition, which encompasses the following components of a successful energy project:

- Consultation/Audit
- Economic Analysis
- Project Management
- Material & Contractor Management
- Installation
- Rebate Administration
- Project Financing (where applicable)
- EPAct Documentation and Certification
- Disposal and Recycling
- Service and Support

As part of audit component a detailed , room-by-room assessment is completed. The Grainger Lighting Service's team will make note of information including:

- Hours of operation
- Square footage (for EPAct purposes)
- Types of existing technology and application
- Location of luminaires and quantities
- Cost of electricity

Aside from Grainger Lighting Services, Grainger Industrial Supply and our sales force works with manufacturer partners such as General Electric Lighting, Acuity, and Cree to perform lighting and energy audits as well.

b. Are these services offered at no cost?

Both audit services are offered at no cost. To schedule your audit through Grainger Lighting Services, the City of Tucson or participating member may contact GLS directly or work with their Grainger sales representative. Grainger Lighting Services is not available in all 50 states.

An audit completed by one of Grainger's manufacturer partners must be scheduled with the participating public agency's designated Grainger sales person.

c. If there is a cost, describe how these services are priced?

Any cost incurred upon acceptance of a Grainger Lighting Services proposal would not be included in the City of Tucson MRO RFP #141003 contract as awarded to Grainger Industrial Supply. Grainger Lighting Services is a separate company and performs work independently of Grainger Industrial Supply.

7. Training

Provide a list of any onsite or online training offered and its associated fee, if any (e.g. Safety).

Grainger Safety Resources

Not just products, the City of Tucson can count on Grainger's field-tested team of safety specialists when you need help selecting products, complying with complex safety regulations or implementing new safety initiatives. They have the education, training and hands-on field experience to answer your safety questions.

Field-Tested Team of Safety Professionals

Our safety professionals hold degrees in safety, safety engineering, industrial hygiene, industrial technology, chemistry and related fields. Trained in OSHA's 30-Hour General Industry safety course, they have authored papers for safety trade journals and presented seminars at national training events. In the field, on the phone or online, Grainger's tested team of safety specialists can help you identify, control and prevent workplace safety and health hazards. Email them at safetysupport@grainger.com

Online Safety Resources

Get 24/7 access to hundreds of safety resources at the click of a button from your computer or mobile through Grainger INFO Library. Stay on top of the latest safety news, trends and regulatory issues free of charge to help protect your employees and site visitors. Grainger INFO Library can provide:

- Quick Tips℠ Technical Resources
- Safety On the Job Webinar Series®
- Safety Data Sheet (SDS) information
- Thinking Safety and Techlines eNewsletters
- "Click to Chat" safety technical support

Please go online to *grainger.com/content/infolibrary* to help you identify, control and prevent workplace safety and health hazards.

In-Field Safety Specialist Resources:

- Grainger's OSHA-30 hour / QSSP certified field resources are strategically positioned locally across the country. Our growing team of Safety Specialists brings practical safety knowledge to the City of Tucson and Participating Members facilities and locations. In addition, this field based safety team provides expertise solving safety business issue challenges, cost-savings proposals, and program standardization strategies.
- Your assigned in-field Safety Specialist and / or Safety Program Manager will align the right Supplier Representatives and additional safety technical resources to meet your facilities' selection of product use and subsequent training. Use of the in-field Safety Program Manager team helps drive proper product selection based and contract compliance through use of on-site surveys, product use analysis and product standardization.
- Grainger has over 600 Safety Suppliers whose representative resources are dedicated to Grainger's customers in order to help bring additional technical, service, and resources to help you with your Safety programs.

Grainger Online SafetyManager[SM]

Online SafetyManager[SM] is an easy-to-use online management tool which helps you manage safety and risk more efficiently and cost effectively. It will give you tools to help:

- Manage your organization's safety program directly from your computer
- Reduce injuries and accidents and any resulting exposure to OSHA fines
- Reduce training costs
- Lower Workman's Compensation costs
- Save time, money and help create a safer workplace

Grainger Online SafetyManager[SM] includes a set of comprehensive safety management tools and resources for one administrator (plus document sharing and tracking of training for of up to 250 employees, with more "Employee Seats available as a cost option"). Online training courses covering more than 100 different safety topics are also available for purchase via "tokens." One token is required per participant, per training course. An Unlimited Training Option, a 12-month subscription allowing unlimited individual access to all online training courses, is also available.

Grainger Online SafetyManager[SM] is available for purchase as a 12-month subscription via www.grainger.com and is linked to a unique Grainger item number. If you have more than one location, you may want to purchase an individual administrative subscription for each location.

Please note: Grainger Online SafetyManager[SM] is provided by Grainger Safety Services, Inc., an affiliate of W.W. Grainger, Inc. Further information is available online at www.grainger.com/safetymanager.

Safety Services Selection

Grainger partners with well-recognized safety suppliers for facility and product surveys along with fee-based OSHA certification and training programs. Grainger's strong relationship with our Safety Suppliers enables our site specific Account Managers to team with supplier representatives to make sales calls at your individual facilities.

For convenience, we have organized these services by our Safety capabilities:

Personal Protective Equipment		Supplier(s)	Fee
Grainger Online Services and Solutions*			
	• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training • Authorized Online NFPA 70E Certification • MSDS Management	Grainger	**Yes**
Eye, Face and Head Protection Assessments			
	Assist your business or institution with your workplace eye, face and head hazard assessments, qualifying the specific product solution. Samples are provided allowing users to check proper fit and application.	3M, Honeywell, & MSA	
Custom Logo Hard Hats			
	Customize hard hats with your business or institution's logo or safety emblem.	Honeywell, MSA	
Hand Protection and Glove Analysis			
	An evaluation of the glove program to determine proper selection and use, as well as identify cost savings. Samples are also provided, allowing users to ensure proper fit and application.	Ansell, Honeywell, Showa-Best	
Hearing Protection/Conservation Training			
	Training program designed to assist your business or institution in becoming compliant with OSHA Standard 29CFR1910.95 as well as instruction on the importance of proper use of hearing protection devices.	3M, Honeywell, EI Group	
Respiratory Protection Fit-Testing and Training			
	Program designed to assist your business or institution conduct training and fit testing and assist you with program development to meet OSHA standards.	3M, MSA, Honeywell	
Fall Protection Assessment			
	Conduct plant/site survey to identify potential fall protection hazards and suggest products or programs to minimize risk. Training through a mobile demonstration vehicle that demonstrates arresting forces workers would experience during a fall. Training can also include types of fall protection equipment, proper inspection and/or ANSI standard and OSHA regulations.	Capital Safety, Honeywell, MSA	

Personal Protective Equipment	Supplier(s)	Fee
Grainger Custom Product Center		
Apply a logo or message to just about any product to promote brand or for easy identification. Customize products like hard hats or signs to meet your needs. You decide the size, configuration, and message. ***Note: Custom Product Center orders must be placed through Customer Service, 1-800-Grainger. Orders are for direct shipment only. For questions, please call 1-800-Grainger ext. 2879999.***	Grainger	**Yes**
Grainger Embroidery and Heat Press Services		
Add high-quality, personalized messages to clothing orders from Grainger. Customize shirts, jackets, safety vests, rainwear, caps and other apparel with your customer's company name or logo. Personalize employees' or personnel work wear by adding their names to uniforms, coveralls, lab coats and more.	Grainger	**Yes**
Protective Clothing Assessment		
Assist with workplace hazard assessments, qualifying the specific product solution. Samples may be provided to check proper fit and application.	DuPont	
FR Workwear Assessments and Training		
An evaluation of hazards to determine proper product selection and use, as well as identify cost savings. Training on proper use may be included.	VF Imagewear	

Medical & First Aid	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • MSDS Management	Grainger	**Yes**
First Aid Assessments		
Assist your business or institution with establishing a first aid program, understanding regulations, and meeting ANSI fill requirements.	Honeywell, Acme & First Aid Only	
Eyewash & Showers Assessments		
Walk-through assessment of the facility for emergency eyewash and drench shower safety. Includes ANSI-compliance recommendations on products and strategies to keep the customer's workplace safe and OSHA compliant.	Bradley Honeywell	

Temperature Stress Hazards	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking	Grainger	**Yes**
Heat Stress Assessment		
Onsite evaluation to determine heat stress risks allowing for product evaluation and testing	Ergodyne Sqwinchers	

Ergonomics	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates (subscription required) • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications		**Yes**
Ergonomic Matting Assessment		
Evaluate business or institution facility to recommend anti-fatigue matting to reduce back and lower leg fatigue for employees who stand while working. Identify the proper mat to hold up in areas with oils or chemicals, and provide 12" samples to stand on, or to test against chemicals.	NoTrax	
Ergonomic Support		
Conduct site assessment and recommend appropriate ergonomics products.	Southworth	

Occupational Health Hazards	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training • MSDS Management	Grainger	**Yes**

Safety Communications	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training • Authorized Online NFPA 70E Certification • MSDS Management	Grainger	**Yes**
Grainger Custom Product Center		
Apply a logo or message to just about any product to promote brand or for easy identification. Customize products like hard hats or signs to meet your needs. You decide the size, configuration, message. ***Note: Custom Product Center orders must be placed through Customer Service, 1-800-Grainger. Orders are for direct shipment only. For questions, please call 1-800-Grainger ext. 2879999.***	Grainger	**Yes**
Safety Paint Assessment		
Conduct a site survey to determine the condition and location of safety markings and recommend the proper safety coatings.	Rust-Oleum	

Slips, Trips and Falls	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training	Grainger	**Yes**
Slips, Trips and Falls Assessment		
Provide a pedestrian safety site assessment that takes in customer facility observations and gives back recommended products and solutions to help the facility become safer for employees and guests.	Rubbermaid	
Floor Coating and Anti-Slip Assessment		
An evaluation based on application, hazard concerns-and safety color-coded paint requirements.	Rust-Oleum	
Matting Assessment		
Survey work site to recommend the right matting to help prevent slips and falls in areas within your facility. Recommend the proper mat that will hold up in areas with oils or chemicals as well as provide 12" samples for testing.	No-Trax	
Ladder Training		
Ladder Training Kit: Climbing Pro Ladder Safety Kit with training literature and video provides training on safe and proper ladder use; how to select the correct ladders for the job, and ladder inspection. Includes a quiz to reinforce learning. ***See: 8S1241 - Werner Ladder Training Kit***	Werner	

Lockout/Tagout	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • Authorized Online NFPA 70E Certification	Grainger	**Yes**

Environmental Safety Hazards	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training • Authorized Online NFPA 70E Certification • MSDS Management	Grainger	**Yes**
Hazardous/Flammable Liquid Handling & Storage		
On-site audit of hazardous/flammable storage, use and handling.	Just-Rite, Eagle	

Electrical Safety	Supplier(s)	Fee
Grainger Online Services and Solutions*		
• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training • Authorized Online NFPA 70E Certification	Grainger	**Yes**
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, test instruments, and labeling of hazards.	Schneider Fluke Salisbury	
Electrical Safety		
Facility analysis of potential electrical safety issues and recommend appropriate electrical product solutions.	Hubbell	
Fuses and Power Distribution Training		
Seminars tailored to site safety contact's requirements in the proper application of fuses to protect electrical equipment and power distribution systems.	Cooper- Bussman	

Exits and Fire Protection		Supplier(s)	Fee
Grainger Online Services and Solutions*			
	• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications	Grainger	**Yes**
Fire Stop Training Program			
	Educates users on general fire stopping information and provides supplier specific training on UL classified systems.	3M, STI/Omron	

Confined Space		Supplier(s)	Fee
Grainger Online Services and Solutions*			
	• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications • HAZWOPER Online OSHA 8-Hour Refresher Training	Grainger	**Yes**
Confined Space Analysis			
	Conduct plant tour to determine potential confined space hazards.	Honeywell, MSA, Ind. Scientific, Capital Safety	
Gas Detection Equipment Training			
	Training on how to use gas detection products, including calibrating the equipment.	Honeywell, MSA, Ind. Scientific,	

Machine Guarding		Supplier(s)	Fee
Grainger Online Services and Solutions*			
	• GOSM: Classroom Training Content, Online Audits and Checklists, Written Program and Policy & Procedure Templates *(subscription required)* • Online Training & Tracking • Authorized Online OSHA 10 and 30 Certifications	Grainger	**Yes**
Machine Guarding Analysis			
	Evaluate your facility to recommend the right electronic controls, shut-offs, light curtains, etc. to ensure a safe work environment. Turnkey solutions provided with the engineering/installation of equipment-specific guarding.	STI/Omron	

8. Stock Fill Rate

a. What percentage of orders are filled within 24 hours?

~95.00%

b. What percentage of orders are filled within 48 hours?

~95.25%

c. What percentage of orders take longer than 48 hours to fill?

~2.00%

d. What percentage of orders are unable to be fulfilled?

The number of orders left unfulfilled is close to zero. Issues leading to an order remaining unfulfilled for any period include backorder, order hold for completion or rejection for credit concerns. That said, the vast majority of orders placed with Grainger are fulfilled.

e. What percentage of orders are delivered within 24 hours?

~75.2%*

f. What percentage of orders are delivered within 48 hours?

~17.0%*

*Please Note: The delivery data provided for responses 8(e) & 8(f) above reflect the month of June 2014 only; Grainger is in the process of assembling YTD figures at this time and can provide them upon request at a later date.

9. Pricing

a. Provide the offeror's best and final pricing for the City of Tucson and National market baskets, percentage discounts off, mininum annual spend, rebates incentives, etc. Complete and return the attached Best and Final Offer Price List.

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

Our proposal combines:

- 21 Product Category Discounts covering over 950K skus
- A National core list consisting of approximately 800 frequently purchased items by cities, counties and education customers and approximately the top 400 lamps and ballasts frequently purchased
- An incentive program for the participating member
- A Participating Member custom core list
- A proven small business platform
- Grainger's expertise in launching national contracts
- Experience with more than two million customers
- Over 360 branches located across all 50 states (5 in Arizona)
- 13 distribution centers
- $1 billion in available inventory
- 4,800 General Catalog manufacturers and suppliers
- Proven 96.75% accuracy rating for the City of Tucson in 2013
- 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 134 Grainger employees

We have completed and attached the Best and Final Offer Price List.

10. Customized Core List.

a. Would Grainger accept a customized core list of less than 100 items?

Yes. 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.

b. If so, is there a minimum?

There is no minimum. This is solely based on the needs of the participating agency.

c. How do you determine which items are contained in the customized core list?

Our dedicated sales team will work with each participating agency to identify the items to be place on the customized core list. There will also be ongoing business reviews to discuss this list and make adjustments as needed which could include the type and number of products. Overall it is a collaboration between Grainger and the participating agency.

11. Inventory Interface

a. Can your ordering system integrate with:

1. Synergen (SAMM)

While integration into this system or software isn't a standard offering, Grainger is open to reviewing the integration specifications and requirements to assess whether this integration is a possibility.

2. Oracle

Yes

3. Infor (F&CM)

Yes

4. InfoAdvantage is the City's financial system (This would be the best interface if possible)

Please refer to the response in 11.1 above.

5. Comm 360 (GSD Comm)

Please refer to the response in 11.1 above.

b. If so, is this provided at no cost?

Yes. eProcurement integration is a free service offered by Grainger.

c. If not, how is this service priced?

Non Applicable

12. Online Ordering

a. Confirm the number of sku's that are available for online ordering?

Our Grainger.com site carries well over 1.1 million products and parts from more than 4,800 manufacturers and suppliers.

b. Are all of your sku's available for online ordering?

Yes, Grainger.com provides online ordering and product search capabilities with real-time access to our branch and distribution center inventories, all of which are available for online ordering. This real-time inventory view supports end-users in finding the right product to meet their needs and provides a reliable measure of product availability. The ability to view inventory availability online helps to reduce unwanted backorders or delays.

c. If not, provide the total number of sku's?

Non Applicable

13. Repairs

a. Please list all the manufacturer's you are an authorized warranty repair vendor for.

While Grainger is not an authorized warranty repair vendor, all products sold are covered under Grainger's Standard warranty, described below.

b. Please describe any programs for repair and replacement of tools and detail associated requirements (e.g. 'must be purchased through offeror)

All products sold are warranted only for resale or use in business or original equipment manufacturer against defects in workmanship or materials under normal use for one (1) year after date of purchase. During such one (1) year period, Grainger will use reasonable efforts to repair or replace any defective product provided that the City of Tucson or Participating Public Agency has returned the defective product to the appropriate Grainger branch or authorized service Grainger location. Any repair or replacement or, at Grainger's option, refund of amounts paid by the City of Tucson or Participating Public Agency for the defective product, shall be the City of Tucson's or Participating Public Agency's sole and exclusive remedy.

Grainger shall have no liability for, and expressly disclaims any warranty other than as set forth in this agreement, including warranties of merchantability and fitness for a particular purpose, warranty or affirmation of fact related to misuse, improper selection, recommendation, or misapplication of any product and warranty or affirmation of fact that the catalogs, literature and websites it provides accurately illustrate and describe products. Grainger reserves the right to correct publishing errors.

Many of the Products listed in Grainger's General Catalog are warranted by the manufacturer to the final user. Upon request by the City of Tucson, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them free of charge to the City. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer.

Extended Warranty: Triple Guard Warranty
See the TripleGuard program below.

Grainger TripleGuard repair & replacement coverage is offered on products that are mechanical or electrical, and which may have a tendency to fail on fairly regular intervals.

- Replacement Plan — for eligible products listing less than $500. Get one-time product replacement for failed covered products; no repair service necessary. Your replacement product comes from Grainger with an additional full one-year Grainger warranty. Coverage can be added to the replacement product at the current catalog/list price. Current Grainger coverage prices will apply. If placing order by phone, customers can request that the Grainger representative add the coverage to the order.
- Repair Plan — for eligible products listing at $500 or more. Receive 100% coverage on parts and labor for mechanical and electrical failures. If your covered product cannot be repaired, it may be replaced at no additional charge with a product of equal or similar features and functionality. Any product replacement fulfills your coverage obligation.

Upon ordering Grainger TripleGuard repair & replacement coverage, the end-user will receive coverage documents by mail in about 30 days. No registration is required. If a covered product fails, the end-user would call our warranty service line at 1-800-811-1747 anytime (24/7). Using the applicable Grainger account number, our customer service representative will arrange for service or replacement of the covered product.

* Coverage is not available outside the U.S.

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Air Filters	11K236	Mini-Pleat Filter w/Gskt,MERV 12,12x24x2	3M	$ 43.04
Air Filters	11K251	Mini-Pleat Filter w/Gskt,MERV 12,24x24x2	3M	$ 60.47
Air Filters	4DZF5	Mini-Pleat Filter,MERV 14,12x24x2	3M	$ 34.57
Air Filters	4DZH5	Mini-Pleat Filter w/Gskt,MERV 14,24x24x2	3M	$ 71.51
Air Filters	2DYV2	High Cap.Pleated Filter,16x20x2,MERV11	AIR HANDLER	$ 4.44
Air Filters	2HYD5	Std Cap.Pleated Filter,20x30x2,MERV7	AIR HANDLER	$ 3.91
Air Filters	2W230	Std Cap.Pleated Filter,16x20x2,MERV7	AIR HANDLER	$ 1.79
Air Filters	2W231	Std Cap.Pleated Filter,16x25x2,MERV7	AIR HANDLER	$ 2.04
Air Filters	2W232	Std Cap.Pleated Filter,20x20x2,MERV7	AIR HANDLER	$ 1.95
Air Filters	2W233	Std Cap.Pleated Filter,20x25x2,MERV7	AIR HANDLER	$ 2.35
Air Filters	2W234	Std Cap.Pleated Filter,12x24x2,MERV7	AIR HANDLER	$ 2.38
Air Filters	2W235	Std Cap.Pleated Filter,24x24x2,MERV7	AIR HANDLER	$ 3.47
Air Filters	2W237	Std Cap.Pleated Filter,20x25x4,MERV7	AIR HANDLER	$ 5.49
Air Filters	2W239	Std Cap.Pleated Filter,24x24x4,MERV7	AIR HANDLER	$ 5.69
Air Filters	4YVD3	Mini-Pleat Filter,12x24x2,MERV 14	AIR HANDLER	$ 34.30
Air Filters	4YVD8	Mini-Pleat Filter,16x20x2,MERV 14	AIR HANDLER	$ 41.30
Air Filters	4YVE1	Mini-Pleat Filter,16x25x2,MERV 14	AIR HANDLER	$ 42.74
Air Filters	4YVE5	Mini-Pleat Filter,20x20x2,MERV 14	AIR HANDLER	$ 42.12
Air Filters	4YVE6	Mini-Pleat Filter,20x24x2,MERV 14	AIR HANDLER	$ 39.90
Air Filters	4YVE7	Mini-Pleat Filter,20x25x2,MERV 14	AIR HANDLER	$ 48.79
Air Filters	4YVE9	Mini-Pleat Filter,24x24x2,MERV 14	AIR HANDLER	$ 42.42
Air Filters	5W509	Std Cap.Pleated Filter,16x20x1,MERV7	AIR HANDLER	$ 1.66
Air Filters	5W510	Std Cap.Pleated Filter,16x25x1,MERV7	AIR HANDLER	$ 2.47
Air Filters	5W511	Std Cap.Pleated Filter,20x20x1,MERV7	AIR HANDLER	$ 1.85
Air Filters	5W515	Std Cap.Pleated Filter,20x24x2,MERV7	AIR HANDLER	$ 2.08
Air Filters	5W516	Std Cap.Pleated Filter,16x20x4,MERV7	AIR HANDLER	$ 4.61
Air Filters	6B924	High Cap.Pleated Filter,24x24x2,MERV8	AIR HANDLER	$ 2.24
Air Filters	6B937	High Cap.Pleated Filter,20x20x2,MERV8	AIR HANDLER	$ 4.10
Air Filters	5W512	Std Cap.Pleated Filter,20x25x1,MERV7	AIR HANDLER	$ 2.03
Batteries	11W123	Battery,123,Lithium,3V,PK 12	DURACELL	$ 18.18
Batteries	1ANB7	Battery,123,Lithium,3V	DURACELL	$ 3.47
Batteries	1ANB8	Button Cell Battery,1/3 N,Lithium,3V	DURACELL	$ 1.88
Batteries	1ANB9	Battery,223,Lithium,6V	DURACELL	$ 6.67

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Batteries	21EK78	Alkaline Battery,C,PK 12	DURACELL	$ 15.56
Batteries	21LN81	Battery,AA,Alkaline,PK 24	DURACELL	$ 17.44
Batteries	22A624	Battery,Alkaline,AA,PK 24	DURACELL	$ 11.64
Batteries	2HYJ1	Coin Cell,2032,Lithium,3V,PK 2	DURACELL	$ 1.70
Batteries	2HYJ8	Battery,123,Lithium,3V,PK 400	DURACELL	$ 507.75
Batteries	5LE21	Battery,Alkaline,D size,PK 12	DURACELL	$ 7.06
Batteries	5LE22	Battery,Alkaline,C Size,PK12	DURACELL	$ 5.34
Batteries	5LE23	Battery,AA,Alkaline,PK 24	DURACELL	$ 5.40
Batteries	5LE24	Battery,9V,Alkaline,PK 12	DURACELL	$ 11.40
Batteries	5LE25	Battery,AAA,Alkaline,PK 24	DURACELL	$ 5.40
Batteries	5LE26	Lantern Battery,Alkaline,6V,Spring Term	DURACELL	$ 5.00
Batteries	21LN82	Battery,AAA,Alkaline,PK 24	DURACELL	$ 17.83
Batteries	39G076	Battery,Alkaline,AA,Pk 36	DURACELL	$ 16.15
Batteries	21EK79	Alkaline Battery,9V,PK 12	DURACELL	$ 28.36
Batteries	22A625	Battery,Alkaline,AAA,PK 24	DURACELL	$ 13.03
Batteries	21EK77	Alkaline Battery,D,PK 12	DURACELL	$ 13.82
Batteries	24T963	Battery,123,Lithium,3V,PK 10	DURACELL ULTRA	$ 71.31
Batteries	2LBJ6	Battery,AA,Lithium,PK 8	ENERGIZER	$ 16.31
Batteries	38W369	Battery,Alkaline,9V,PK 12	ENERGIZER	$ 12.12
Batteries	6FXX3	Battery,Lithium,9V	ENERGIZER	$ 5.16
Batteries	2UKH2	Battery,Sealed Lead Acid,6V,10Ah,Faston	GRAINGER APPROVED VENDOR	$ 14.47
Batteries	2UKH3	Battery,Sealed Lead Acid,12V,12Ah,Faston	GRAINGER APPROVED VENDOR	$ 32.54
Batteries	2UKJ2	Battery,Sealed Lead Acid,6V,4Ah,Faston	GRAINGER APPROVED VENDOR	$ 9.34
Batteries	2UKJ3	Battery,Sealed Lead Acid,12V,5Ah,Faston	GRAINGER APPROVED VENDOR	$ 16.25
Batteries	2UKJ4	Battery,Sealed Lead Acid,12V,7Ah,Faston	GRAINGER APPROVED VENDOR	$ 20.04
Batteries	2UKK2	Battery,Sealed Lead Acid,8.5Ah,Faston	GRAINGER APPROVED VENDOR	$ 24.21
Batteries	2UKK6	Battery,Sealed Lead Acid,6V,12Ah,Faston	GRAINGER APPROVED VENDOR	$ 19.96
Batteries	2UKL4	Battery,Sealed Lead Acid,12V,33Ah,Bolt	GRAINGER APPROVED VENDOR	$ 104.18
Batteries	5EFF2	Battery,Sealed Lead Acid,6V,4.5Ah,Faston	GRAINGER APPROVED VENDOR	$ 8.16
Batteries	5EFG1	Battery,Sealed Lead Acid,12V,28Ah,Bolt	GRAINGER APPROVED VENDOR	$ 89.49
Batteries	5U053	Lantern Battery,Industril,6V,Spring Term	RAYOVAC	$ 1.57
Batteries	2V423	Lantern Battery,Heavy Dty,6V,Spring Term	RAYOVAC	$ 1.42
Batteries	2VEW2	Battery,123,Lithium,3V,PK 12	STREAMLIGHT	$ 18.25

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Cleaning Equipment & Supplies	2U683	General Purpose Cleaner,Size 2L,Red	3M	$ 26.01
Cleaning Equipment & Supplies	4HN95	Disinfectants/Sanitizers Cleaner,Size 2L	3M	$ 28.70
Cleaning Equipment & Supplies	4WK27	Floor Stripper,Size 2L,Dark Green	3M	$ 44.74
Cleaning Equipment & Supplies	14X831	Walk Behind Floor Scrubber,Compact	DAYTON	$ 4,402.58
Cleaning Equipment & Supplies	3U568	Toilet Bowl Cleaner,Lavender,PK180	EASY PAKS	$ 23.03
Cleaning Equipment & Supplies	1FC17	Toilet Paper,Compact,Coreless,2Ply,PK18	GEORGIA PACIFIC	$ 45.79
Cleaning Equipment & Supplies	1PHJ1	Toilet Paper,Acclaim,Jumbo,1Ply,9In,PK8	GEORGIA PACIFIC	$ 27.60
Cleaning Equipment & Supplies	1PHJ2	Toilet Paper,Envision,Jumbo,2Ply,PK8	GEORGIA PACIFIC	$ 27.29
Cleaning Equipment & Supplies	2U229	Paper Towel,Multifold,Brown,PK16	GEORGIA PACIFIC	$ 24.26
Cleaning Equipment & Supplies	2U232	Paper Towel Roll,Envision,Brn,800ft,PK6	GEORGIA PACIFIC	$ 32.71
Cleaning Equipment & Supplies	3EB46	Paper Towel Roll,enMotion,800 ft.,PK6	GEORGIA PACIFIC	$ 60.22
Cleaning Equipment & Supplies	3JH03	Paper Towel Roll,Signature,350 ft.,PK12	GEORGIA PACIFIC	$ 49.38
Cleaning Equipment & Supplies	4ACU1	Paper Towel Roll,enMotion,Br,800ft.,PK6	GEORGIA PACIFIC	$ 59.60
Cleaning Equipment & Supplies	4KT76	Toilet Paper,Acclaim,Jumbo,1Ply,PK6	GEORGIA PACIFIC	$ 48.59
Cleaning Equipment & Supplies	4TE17	Toilet Paper,Envision,2Ply,Pk80	GEORGIA PACIFIC	$ 48.21
Cleaning Equipment & Supplies	4TH42	Toilet Paper,Compact,Coreless,2Ply,PK36	GEORGIA PACIFIC	$ 57.67
Cleaning Equipment & Supplies	12Z364	GOJO CLEAR ADX 3/1.25L	GOJO	$ 30.17
Cleaning Equipment & Supplies	12Z365	GOJO PLUM TRIC FM ADX 3/1.25L	GOJO	$ 33.60
Cleaning Equipment & Supplies	12Z367	GOJO BOTANICAL FM ADX 3/1.25L	GOJO	$ 30.17
Cleaning Equipment & Supplies	15E819	GOJO CL F/HW GRN LTX 2/1200ML	GOJO	$ 34.64
Cleaning Equipment & Supplies	15E820	GOJO P/K FM HW TRIC LTX 2/1.2L	GOJO	$ 38.11
Cleaning Equipment & Supplies	15E884	GOJO RD F/HW LTX 2/1200ML	GOJO	$ 38.11
Cleaning Equipment & Supplies	1LWU5	Foam Soap Refill,Yellow,Size 1250mL,PK 3	GOJO	$ 37.30
Cleaning Equipment & Supplies	3CB49	Foam Soap,Black,Size 2000mL,PK 2	GOJO	$ 37.47
Cleaning Equipment & Supplies	3CB52	Foam Soap,Size 1250mL,Dove Gray,PK 3	GOJO	$ 36.27
Cleaning Equipment & Supplies	1PKN9	Antibacterial Soap,Bottle Refill,PK 2	GOJO	$ 38.11
Cleaning Equipment & Supplies	12Z366	GOJO CITRUS ADX 3/1.25L	GOJO	$ 38.40
Cleaning Equipment & Supplies	4VDP8	Walk Behind Floor Scrubber,Compact,Disc	NOBLES	$ 4,992.37
Cleaning Equipment & Supplies	12Z352	PURELL ADV GRN FM ADX 3/1200ML	PURELL	$ 61.59
Cleaning Equipment & Supplies	12Z351	PURELL ADV GRN GEL ADX 3/1.2L	PURELL	$ 35.31
Cleaning Equipment & Supplies	15E330	PURELL ADV GRN GEL LTX 2/1200M	PURELL	$ 25.13
Cleaning Equipment & Supplies	15E331	PURELL ADV GRN FM LTX 2/1200ML	PURELL	$ 54.93
Cleaning Equipment & Supplies	1PKR3	Hand Sanitizing Wipes,White,PK 4000	PURELL	$ 130.36

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Cleaning Equipment & Supplies	13G691	Hand Sanitizer Refill,Size 1200mL,PK 2	PURELL	$ 52.21
Cleaning Equipment & Supplies	20W445	Hand Sanitizer,Size 2L,Alcohol,PK 4	PURELL	$ 74.34
Cleaning Equipment & Supplies	12X257	Hand Sanitizer,Size 12 oz.,Gel,PK 12	PURELL	$ 59.31
Cleaning Equipment & Supplies	14L978	Hand Sanitizing Wipes,Citrus,White,PK 2	PURELL	$ 83.13
Cleaning Equipment & Supplies	2KDJ6	Trash Can,51 gal.,Silver Metallic	RUBBERMAID	$ 496.33
Cleaning Equipment & Supplies	15E439	Trash Liner,7 to 10 Gal.,LDPE,PK 1000	TOUGH GUY	$ 27.77
Cleaning Equipment & Supplies	15E488	Liner,56 Gal.,ClearPK 150	TOUGH GUY	$ 44.63
Cleaning Equipment & Supplies	15E490	Liner,56 Gal.,ClearPK 100	TOUGH GUY	$ 43.51
Cleaning Equipment & Supplies	16W219	Mop,Wet,16 oz,Natural	TOUGH GUY	$ 2.70
Cleaning Equipment & Supplies	3U853	Liner,60 Gal.,Black,LDPE,PK100	TOUGH GUY	$ 39.12
Cleaning Equipment & Supplies	4KN35	Liner,55 Gal.,Clear,HDPE,PK 200	TOUGH GUY	$ 24.54
Cleaning Equipment & Supplies	4KN40	Coreless Rll Trsh Bag,40 to 45Gal.,PK250	TOUGH GUY	$ 38.25
Cleaning Equipment & Supplies	5AU45	Flat Pack Liner,33 Gal.,Clear,PK200	TOUGH GUY	$ 48.11
Cleaning Equipment & Supplies	5AU48	Flat Pack Liner,56 Gal.,Clear,PK100	TOUGH GUY	$ 38.29
Cleaning Equipment & Supplies	5XL34	Recycled Can Liner,40 to 45 gal.,PK125	TOUGH GUY	$ 40.47
Cleaning Equipment & Supplies	5XL50	Coreless Rll Trsh Bag,40 to 45Gal.,PK150	TOUGH GUY	$ 31.83
Cleaning Equipment & Supplies	9DDN9	Flat Pack Liner,10 Gal.,Clear,PK250	TOUGH GUY	$ 12.47
Electrical Supplies	1W925	Portable Cord,SJOOW,14/2 AWG,250 ft.,18A	CAROL	$ 109.44
Electrical Supplies	4XC40	Fuse,5A,Nonindicating,Midget,KTK,600V	COOPER BUSSMANN	$ 4.36
Electrical Supplies	4AZZ2	Complete Fiber Verification Kit	FLUKE NETWORKS	$ 2,654.90
Electrical Supplies	5EFA0	Double Conversion UPS,5kVA,4kW,120/240V	GENERAL ELECTRIC	$ 4,014.02
Electrical Supplies	6CPG8	Circuit Breaker,SGH,600V,400A,3P	GENERAL ELECTRIC	$ 2,538.04
Electrical Supplies	5HN49	Outlet Strip,6 Outlets,Putty	GRAINGER APPROVED VENDOR	$ 18.18
Electrical Supplies	5MKJ8	Cable Protector,5 Channel,Orange	GUARD DOG	$ 149.26
Electrical Supplies	4A250	Plug,5-15P,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 11.42
Electrical Supplies	4A251	Connector,5-15R,15A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 18.48
Electrical Supplies	4A256	Connector,5-20R,20A,125V	HUBBELL WIRING DEVICE-KELLEMS	$ 26.01
Electrical Supplies	13V196	Cord Reel,50 ft,12/3,SJ,Yellow	K & H INDUSTRIES	$ 527.84
Electrical Supplies	6YF67	Cord Reel,40 Ft	LUMAPRO	$ 164.09
Electrical Supplies	5FXU1	Inline Fuse Holder,FEB,600V,30A AC,1Pole	MERSEN	$ 40.10
Electrical Supplies	2A183	Photoelectric Sensor,32.8 ft,DPDT	OMRON	$ 211.33
Electrical Supplies	6C826	Proximity Sensor,Inductive,18mm,NPN,NO	OMRON	$ 64.92
Electrical Supplies	1FD55	Extension Cord,50 Ft	POWER FIRST	$ 25.21

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Electrical Supplies	1FD57	Extension Cord,100 Ft	POWER FIRST	$ 69.32
Electrical Supplies	36J166	Heavy Duty Cable Tie,14.5 In L,PK100	POWER FIRST	$ 12.47
Electrical Supplies	3EA99	Extension Cord,25 ft	POWER FIRST	$ 16.29
Electrical Supplies	3EB10	Extension Cord,50ft	POWER FIRST	$ 27.01
Electrical Supplies	2XHZ9	Cord Reel,45 ft,12/3,SJTOW,Red	REELCRAFT	$ 362.24
Electrical Supplies	2PUX6	Encl Air Conditioner,BtuH 1093,115 V	RITTAL	$ 1,352.84
Electrical Supplies	3TW13	Bolt On Circuit Breaker,20A,1P,18kA,277V	SQUARE D	$ 84.86
Electrical Supplies	6NHC2	Circuit Breaker,I Line PB,400A,3 Phase	SQUARE D	$ 5,499.14
Electrical Supplies	2HCG5	Cushioned Pipe Clamp,1/4 In,Gold	SUPER-STRUT	$ 4.71
Electrical Supplies	2HZD8	Strut Post Base,Square,6 L x 6 W In	SUPER-STRUT	$ 29.91
Electrical Supplies	5ZY35	Wire,Thermocouple Lead	TEMPCO	$ 69.34
Electrical Supplies	3KH13	Cable Tie,13.4 In,Black,PK 50	THOMAS & BETTS	$ 28.64
Electrical Supplies	3ULX3	Half Slot Channel,20 Ft,13/16 In D,Gold	THOMAS & BETTS	$ 28.95
Electrical Supplies	3ACG1	Smart UPS,8kVA,6.4W,208VAC,1PH	TRIPP LITE	$ 4,847.58
Fasteners & Adhesives	1LU98	Carriage Bolt,3/8-16x2 1/2 L,Pk50	GRAINGER APPROVED VENDOR	$ 15.78
Fasteners & Adhesives	1RU12	Structural Bolt,7/8-9x,4 In L,Pk 5	GRAINGER APPROVED VENDOR	$ 13.51
Fasteners & Adhesives	2HAP6	Threaded Rod,,Gold Galv.,3/8-16x10 ft	GRAINGER APPROVED VENDOR	$ 5.11
Fasteners & Adhesives	2NE69	Multi Screw Kit,175 PC	GRAINGER APPROVED VENDOR	$ 17.36
Fasteners & Adhesives	2NE70	Multi Screw Kit,1150 PC	GRAINGER APPROVED VENDOR	$ 27.64
Fasteners & Adhesives	30P133	Socket Set Screw,Cup,1-8x4,PK10	GRAINGER APPROVED VENDOR	$ 91.71
Fasteners & Adhesives	3AUZ4	Hex Cap Screw,SS,5/16-18x2-3/4,PK25	GRAINGER APPROVED VENDOR	$ 11.50
Fasteners & Adhesives	3AWT2	Hex Lag Screw,SS,5/16x3 L,PK25	GRAINGER APPROVED VENDOR	$ 21.77
Fasteners & Adhesives	3AWX8	Hex Lag Screw,SS,1/2x4 L,PK5	GRAINGER APPROVED VENDOR	$ 15.51
Fasteners & Adhesives	4FCC2	Hex Nut,Grade 5,1/2-13,PK50	GRAINGER APPROVED VENDOR	$ 7.25
Fasteners & Adhesives	4FHL9	Threaded Rod,B7,Plain,5/8-11x6 ft	GRAINGER APPROVED VENDOR	$ 16.72
Fasteners & Adhesives	4CM94	Screw Anchor Expander,1/4-20	GREENLEE	$ 41.52
Fasteners & Adhesives	4CM95	Screw Anchor Expander,3/8-16	GREENLEE	$ 63.55
Fasteners & Adhesives	4CZU8	Thread Repair Kit,SS,Metric,60 Pc	HELICOIL	$ 190.33
Fasteners & Adhesives	4BB23	Heavy Duty Thread Sett	MARSON	$ 129.45
Fasteners & Adhesives	4X577	Riveter,Deluxe,3/32,1/8,5/32,3/16 In	MARSON	$ 35.60
Fasteners & Adhesives	21U964	Wedge Anchor,303/304 SS,3/4x5 1/2,PK5	MKT FASTENING	$ 35.95
Fasteners & Adhesives	5UUY3	Helical Thread Repair Asst,Metric,110Pcs	POWERCOIL	$ 151.87
Fasteners & Adhesives	15X102	Wedge Anchor,Carb. Steel,1/2x4-1/2,PK25	RED HEAD	$ 26.33

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Fasteners & Adhesives	15X109	Wedge Anchor,Carb. Steel,3/8x7,PK50	RED HEAD	$ 73.96
Fasteners & Adhesives	3A446	Wedge Anchor,Stl,3/8x2 3/4 L,PK50	RED HEAD	$ 21.92
Fasteners & Adhesives	3A448	Wedge Anchor,Stl,3/8x3 3/4 L,PK50	RED HEAD	$ 23.13
Fasteners & Adhesives	3A451	Wedge Anchor,Stl,1/2x3 3/4 L,PK25	RED HEAD	$ 19.01
Fasteners & Adhesives	4XGA5	Crimp Anchor,Mushroom,3/8 x2,Pk 25	STRONG-TIE	$ 17.01
Fasteners & Adhesives	4XGE2	EXPAN SCREW ANCHOR 3/8-16,Pk 50	STRONG-TIE	$ 31.55
Fasteners & Adhesives	6LE51	Mach Screw,Btn,8-32 x 1 1/2 L,PK25	TAMPER-PRUF SCREW	$ 7.00
Fasteners & Adhesives	6LE55	Mach Screw,Btn,10-24x1 1/2 L,PK 25	TAMPER-PRUF SCREW	$ 7.12
Fasteners & Adhesives	11K343	Anchor,1/4 In Dia,1-1/4 In L,PK 100	WESTWARD	$ 11.36
Fasteners & Adhesives	11K353	Drywall Anchor,Self Drill,#6-10,PK 100	WESTWARD	$ 16.22
Fasteners & Adhesives	11K374	Plug Anchor,Plastic,w/Screw,PK 50	WESTWARD	$ 14.50
HVAC Equipment & Supplies	4CH71	Portable BoxFan, Non-Osc, 20 In, 3-spd, 120V	AIR KING	$ 27.87
HVAC Equipment & Supplies	13C673	Portable Air Conditioner,17600Btuh,115V	AIRREX	$ 2,693.00
HVAC Equipment & Supplies	1ANZ7	Air Circulator,20 In,3650 cfm,115V	DAYTON	$ 123.47
HVAC Equipment & Supplies	1YNW5	Air Circulator,36 In,12,250 cfm,115V	DAYTON	$ 451.27
HVAC Equipment & Supplies	2LY97	Air Circulator,24 In,5450 cfm,115V	DAYTON	$ 198.99
HVAC Equipment & Supplies	2RDZ9	Quiet Design AirCirc,30 In,7450 cfm,115V	DAYTON	$ 256.39
HVAC Equipment & Supplies	3VU31	Electric Space Htr,Fan Forced/Radnt,120V	DAYTON	$ 64.89
HVAC Equipment & Supplies	3VU33	Electric Space Heater,Fan Forced,120V,	DAYTON	$ 52.01
HVAC Equipment & Supplies	5EAJ3	Dehumidifier,Comm/Ind,105 Pints,115V	DAYTON	$ 496.94
HVAC Equipment & Supplies	5EAJ9	Dehumidifier,65 Pts,115V,60 Hz	DAYTON	$ 288.36
HVAC Equipment & Supplies	5KNZ6	Industrial Dehumidifier,187 Pint,CGR	DAYTON	$ 1,288.03
HVAC Equipment & Supplies	5KNZ7	Low-Grain Dehumidifier,235 Pint,LGR	DAYTON	$ 1,362.94
HVAC Equipment & Supplies	6RJV3	Indoor Duct Furnace,37 In. D,4938 cfm,NG	DAYTON	$ 1,021.29
HVAC Equipment & Supplies	6RJV7	Indoor Duct Furnace,37 In. D,9877 cfm,NG	DAYTON	$ 1,552.95
HVAC Equipment & Supplies	4AYF4	Restoration Dehumidifier,132pt,115V,60Hz	DRI-EAZ	$ 1,230.18
HVAC Equipment & Supplies	4AYF6	Low-Grain Dehumidifier,202 pt,115V,60Hz	DRI-EAZ	$ 2,243.55
HVAC Equipment & Supplies	6UFY3	Low-Grain Dehumidifier,242 pt,115V,60Hz	DRI-EAZ	$ 2,673.51
HVAC Equipment & Supplies	4HGD2	Portable Air Conditioner,11600Btuh,115V	FRIEDRICH	$ 592.25
HVAC Equipment & Supplies	4PLC7	Window Air Con,208/230V,Cool,EER8.5/8.5	FRIEDRICH	$ 1,055.40
HVAC Equipment & Supplies	4PLD5	WindowA/C,BtuH 23.5K,208/230V,Cool Only	FRIEDRICH	$ 1,272.20
HVAC Equipment & Supplies	13P464	PTAC Air Conditioner,15,000 Btuh,230V	FRIGIDAIRE	$ 783.78
HVAC Equipment & Supplies	4TM51	Portable Air Conditioner,13200Btuh,115V	MOVINCOOL	$ 2,762.42

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
HVAC Equipment & Supplies	5JLJ6	Port. Air Conditioner,24000Btuh,208/230V	MOVINCOOL	$ 3,375.68
HVAC Equipment & Supplies	1PX57	Ducted Evaporative Cooler	PORT-A-COOL	$ 3,093.11
HVAC Equipment & Supplies	4HWH9	Ducted Evaporative Cooler,4000 cfm	PORT-A-COOL	$ 1,299.00
HVAC Equipment & Supplies	4WT31	Portable Evaporative Cooler,9600 cfm	PORT-A-COOL	$ 1,923.22
HVAC Equipment & Supplies	4WT32	Portable Evaporative Cooler,1/2 HP	PORT-A-COOL	$ 2,112.62
HVAC Equipment & Supplies	6YPX7	Electric Flat Panel Heater, Radiant, 120V	TRI LITE	$ 62.09
HVAC Equipment & Supplies	4ARK4	Misting Air Circ,18 In,3000 cfm,115V	VERSA-MIST	$ 700.96
Lab Equipment & Supplies	9WPL6	Ductless Fume Hood 24" Wide	AIR SCIENCE	$ 1,392.31
Lab Equipment & Supplies	44C596	DI Cartridge	ARIES FILTERWORKS	$ 68.51
Lab Equipment & Supplies	9TZM0	LAB BASKET 3.5X11X20 CTD STL	BEL-ART - SCIENCEWARE	$ 79.67
Lab Equipment & Supplies	39J365	Ultrasonic Cleaner,CPXH,2.5 gal	BRANSON	$ 998.45
Lab Equipment & Supplies	39J368	Ultrasonic Cleaner,MH,5.5 gal	BRANSON	$ 1,685.65
Lab Equipment & Supplies	13P857	Silicone Heat Tape,1 x 120 In	BRISKHEAT	$ 125.32
Lab Equipment & Supplies	3KWF9	Graduated Dipper,500 ml,6 Ft Handle	DYNALON	$ 53.71
Lab Equipment & Supplies	3WAJ3	Carboy Light Weight 5 Gal HDPE	DYNALON	$ 18.97
Lab Equipment & Supplies	4WCJ5	pH/Conductivity/TDS Kit	EXTECH	$ 526.77
Lab Equipment & Supplies	3GFG4	Plastic Carboy,2.5 Gal,w/Handle and Cap	GRAINGER APPROVED VENDOR	$ 15.71
Lab Equipment & Supplies	3GFG8	Plastic Carboy,5 Gal,With Handle & Cap	GRAINGER APPROVED VENDOR	$ 26.24
Lab Equipment & Supplies	9MGR6	Telescopic Dipper,Polypropylene,7-24 Ft	GRAINGER APPROVED VENDOR	$ 130.49
Lab Equipment & Supplies	8ULK5	Erlenmeyer Flask,500mL,Pk 6	KIMBLE CHASE	$ 27.85
Lab Equipment & Supplies	32V118	Ultrasonic Cleaner,3000mL	LAB SAFETY SUPPLY	$ 317.09
Lab Equipment & Supplies	8ZDP7	pH Wide Sticks,9x1,PK 25	LAB SAFETY SUPPLY	$ 34.67
Lab Equipment & Supplies	4YMH3	Water, deionized (ASTM Type II),20 L	LABCHEM	$ 40.59
Lab Equipment & Supplies	8G798	CHEM FLRD STD .5PPM W/TISAB 1L	LABCHEM	$ 38.22
Lab Equipment & Supplies	9ARU6	CHEMICAL ACETATE BUFFER PH 4 4 LITER	LABCHEM	$ 74.26
Lab Equipment & Supplies	3VDR1	Water Test Ed Kit,pH,Turbidity,etc	LAMOTTE	$ 241.00
Lab Equipment & Supplies	4EWC4	Colorimeter,Total Chlorine 0 to 4 PPM	LAMOTTE	$ 359.78
Lab Equipment & Supplies	15F829	Orbeco SC450 Colorimeter	LOVIBOND	$ 298.96
Lab Equipment & Supplies	3UUT1	pH Paper,Jumbo,pH 0-13	MICRO ESSENTIAL	$ 12.17
Lab Equipment & Supplies	9WCW9	PH METER SPEAR OAKTON -1.0-15.	OAKTON	$ 273.71
Lab Equipment & Supplies	9KZK1	Biohazard Scoop	RAPID COMFORT	$ 2.49
Lab Equipment & Supplies	3UNP1	PH Meter Auto Calibration Smart 0-14PH	SMART	$ 171.80
Lab Equipment & Supplies	3PVH4	Test Strip, 8 Classifications	SMART-STRIP	$ 18.25

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lab Equipment & Supplies	3CNV6	Chemical Classifier Strips,Pk 10	SPILFYTER	$ 67.07
Lab Equipment & Supplies	3CNV7	Chemical Classifier Strips,Pk 50	SPILFYTER	$ 408.67
Lab Equipment & Supplies	3CNW3	Wastewater Classifier Strips,Pk 50	SPILFYTER	$ 408.67
Lab Equipment & Supplies	4UYG5	Multiparameter Meter	YSI	$ 1,088.65
Lighting	6AA17	Fluorescent Fixture,Low Profile,T5	ACUITY LITHONIA	$ 87.03
Lighting	3YA23	Fixture,Dust/Vapor	ACUITY LITHONIA	$ 69.47
Lighting	26X710	LED Floodlight,80W,5000K	ACUITY LITHONIA	$ 468.68
Lighting	3YA67	Mini Wall Pack,100 W,120/208/240/277 V	ACUITY LITHONIA	$ 125.79
Lighting	22EM03	LED Vapor Tight,4000K,24W,47 InL	ACUITY LITHONIA	$ 132.77
Lighting	3YA24	Fixture,Dust/Vapor	ACUITY LITHONIA	$ 153.43
Lighting	4KFU1	Kit,Refrofit,Troffer,Reflector,2x4,PK5	ACUITY LITHONIA	$ 93.43
Lighting	1PLJ7	Floodlight,Large HID,Metal Halide,1000W	ACUITY LITHONIA	$ 323.19
Lighting	1PLR4	Recessed Troffer Fixture,F32T8,120/277V	ACUITY LITHONIA	$ 62.97
Lighting	3XY66	Fixture, Wraparound	ACUITY LITHONIA	$ 45.84
Lighting	6AA15	Fluorescent Fixture,Low Profile,T5	ACUITY LITHONIA	$ 110.66
Lighting	1VNN6	Replacement Diffuser,8 Ft DM/DMW Series	ACUITY LITHONIA	$ 37.93
Lighting	3JWK9	HID Low Bay Fixtures,MH Protected,400 W	ACUITY LITHONIA	$ 170.20
Lighting	4LUW4	Fixture,Wet Location,Fluorescent,120-277	ACUITY LITHONIA	$ 58.90
Lighting	3JXD9	Security Lighting,120/208/240/277V,150W	ACUITY LITHONIA	$ 137.28
Lighting	3JXA6	Floodlight,400W Metal Halide,120 to 277	ACUITY LITHONIA	$ 205.63
Lighting	2MZE9	Fluorescent Fixture,Recessed,32WT8	ACUITY LITHONIA	$ 133.88
Lighting	5XY71	Fixture,Low Profile	ACUITY LITHONIA	$ 84.18
Lighting	6MGH3	Wall Pack,LED,26.3W,Photocell,Bronze	ACUITY LITHONIA	$ 187.51
Lighting	21P671	Outdoor LED Wall Pack,48W	ACUITY LITHONIA	$ 348.04
Lighting	6AA19	Fluorescent Fixture,Low Profile,T8	ACUITY LITHONIA	$ 84.59
Lighting	3GE20	Fixture,Hi Abuse,26 W	ACUITY LITHONIA	$ 88.50
Lighting	3BA32	Exit Sign w/ Btry Back Up,0.71W,1 or 2	ACUITY LITHONIA	$ 25.14
Lighting	2KXK5	Box Hanger,1/2 In Deep Box,PK10	CADDY	$ 62.61
Lighting	5V612	Incandescent Light Bulb,A19,60W	GE LIGHTING	$ 0.53
Lighting	3GYC1	Sheet,90317 Poly,Clear,1/8 In T,24x48 In	LEXAN	$ 30.62
Lighting	5MPX1	Screw-In CFL,Non-Dimmable,5000K,100W	LUMAPRO	$ 45.04
Lighting	2CUT4	Screw-In CFL,Non-Dimmable,2700K,13W	LUMAPRO	$ 2.44
Lighting	1XUF3	HID Ballast Kit,HPS,100W	LUMAPRO	$ 69.60

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lighting	1XUD6	HID Ballast Kit,Metal Halide,70W	LUMAPRO	$ 58.85
Lighting	24K354	Tripod Stand,LED,32W,120V,Twin	LUMAPRO	$ 278.75
Lighting	3HNG3	Fixture,Wall,150 W,120-277V	LUMAPRO	$ 123.78
Lighting	30C527	Remote Area Light System, W Case	PELICAN	$ 309.52
Lighting	41H214	Electronic Ballast,3-4 F32T8,120-277V	PHILIPS	$ 15.44
Lighting	3LE31	HID Ballast Kit,Core & Coil,70W PSMH	PHILIPS ADVANCE	$ 69.09
Lighting	3V555	HID Ballast Kit,Core & Coil,100W PSMH	PHILIPS ADVANCE	$ 73.03
Lighting	3A531	HID Ballast Kit,Core & Coil,175W MH	PHILIPS ADVANCE	$ 51.39
Lighting	1A029	HID Ballast Kit,Core & Coil,400W MH	PHILIPS ADVANCE	$ 72.75
Lighting	2MCX5	Electronic Ballast,1-2 F32T8,120-277V	PHILIPS ADVANCE	$ 11.25
Lighting	1XWJ5	Electronic Ballast,1-2 FT40W,120-277V	PHILIPS ADVANCE	$ 29.95
Lighting	1VN21	Electronic Ballast,2-3 F32T8,120-277V	PHILIPS ADVANCE	$ 12.20
Lighting	1XWJ6	Electronic Ballast,2-3 FT40W,120-277V	PHILIPS ADVANCE	$ 35.33
Lighting	1VN22	Electronic Ballast,3-4 F32T8,120-277V	PHILIPS ADVANCE	$ 13.41
Lighting	4ZZ35	Electronic Ballast Kit,1-2 26W 4-pin CFL	PHILIPS ADVANCE	$ 17.29
Lighting	4FZN3	Electronic Ballast,2 F34T12,120-277V	PHILIPS ADVANCE	$ 13.09
Lighting	5YG67	Electronic Ballast Kit,32/42W 4-pin CFL	PHILIPS ADVANCE	$ 23.29
Lighting	2KNL6	Lamp Recycling Kit,25"x16"x16"	RECYCLEPAK	$ 79.47
Lighting	1FYF1	Battery Recycling Kit,9-1/2"x11"x12"	RECYCLEPAK	$ 79.61
Lighting	5KH66	Ballast Recycling Kit,13"x11"x12"	RECYCLEPAK	$ 79.61
Lighting	4CY98	Lamp Recycling Kit,48"x12"x12"	RECYCLEPAK	$ 63.99
Lighting	5KH64	Lamp Recycling Kit,96"x6"x6"	RECYCLEPAK	$ 56.16
Lighting	5KH67	Lamp Recycling Kit,13"x11"x12"	RECYCLEPAK	$ 52.34
Lighting	5KH63	Lamp Recycling Kit,48"x8-1/2"x8-1/2"	RECYCLEPAK	$ 40.56
Lighting	4NYA5	Lamp Recycling Kit,24"x22"x22"	RECYCLEPAK	$ 70.88
Lighting	4NYA4	Lamp Recycling Kit,96"x8"x8"	RECYCLEPAK	$ 83.41
Lighting	11K573	LED fixture,Wall/Ceiling Mount,Bronze	W F HARRIS LIGHTING	$ 397.88
Lubricants, Sealants, & Paint	24A627	Double Sided Tape,1In x36 yd.,Off White	3M	$ 62.46
Lubricants, Sealants, & Paint	2FYV9	Electrical Tape,1-1/2x30 ft,30 mil,PK 12	3M	$ 257.68
Lubricants, Sealants, & Paint	2FZL5	Electrical Tape,2x100ft,10mil,Black,PK24	3M	$ 438.04
Lubricants, Sealants, & Paint	2JFJ9	Gaffers Tape,2x60 yd,12 mil,Black,PK 24	3M	$ 781.19
Lubricants, Sealants, & Paint	3MA16	Adhesive,Spray,24 oz.,17.6 oz. Net	3M	$ 17.36
Lubricants, Sealants, & Paint	3MA23	Adhesive,Spray,16.75 Oz Can	3M	$ 13.39

2015 CORE MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lubricants, Sealants, & Paint	4TY45	Concrete Repair,8.4 Oz	3M	$ 34.63
Lubricants, Sealants, & Paint	6AD55	Antislip Tape,Black,4 In x 60 ft.	3M	$ 74.24
Lubricants, Sealants, & Paint	4LRF8	Penetrating Solvent,HD,Size 11 Oz	BLASTER	$ 2.99
Lubricants, Sealants, & Paint	2F141	Multi Purpose Lube,16 oz,Net 11 oz	CRC	$ 4.68
Lubricants, Sealants, & Paint	3EED7	Food Grade Silicone,16 oz,Net 10 oz	CRC	$ 6.71
Lubricants, Sealants, & Paint	4JB37	Penetrating Oil,Food Grade,16oz,Net 11oz	CRC	$ 7.66
Lubricants, Sealants, & Paint	4JB56	Multipurpose Food Grade Grease,14 oz.	CRC	$ 11.03
Lubricants, Sealants, & Paint	5A463	Silicone Rubber Sealant,Clear,10.1 oz.	DAP	$ 4.95
Lubricants, Sealants, & Paint	1TMA6	Duct Tape,2 In x 35 yd,17 mil,Black	GORILLA TAPE	$ 7.70
Lubricants, Sealants, & Paint	2WCV6	Airless Line Striper,Metal,50 ft.	GRACO	$ 3,740.96
Lubricants, Sealants, & Paint	1TTX2	Paint Brush,2in.,7-1/4in.PK24	GRAINGER APPROVED VENDOR	$ 19.02
Lubricants, Sealants, & Paint	23M207	Masking Tape,Natural, Dia.,PK24	INTERTAPE	$ 66.85
Lubricants, Sealants, & Paint	4FJJ9	Elastomeric Roof Coating,White,4.75 gal.	KST COATINGS	$ 91.28
Lubricants, Sealants, & Paint	4ZT49	Air Operated Grease Pump, 5 Gal	LEGACY	$ 580.54
Lubricants, Sealants, & Paint	1XGN5	Grease Gun,Pistol Grip,14.5 Oz Cap	LINCOLN	$ 346.36
Lubricants, Sealants, & Paint	5JC25	Grease Gun Battery	LINCOLN	$ 67.25
Lubricants, Sealants, & Paint	6WA97	Grease Gun,Pistol Type	LINCOLN	$ 17.69
Lubricants, Sealants, & Paint	6WB22	Grease Pump,50 To 1	LINCOLN	$ 1,226.41
Lubricants, Sealants, & Paint	6WB36	Electronic Lube Meter	LINCOLN	$ 259.19
Lubricants, Sealants, & Paint	6Y878	Analog Oil Meter	LINCOLN	$ 258.57
Lubricants, Sealants, & Paint	6Y888	Lever Type Grease Gun	LINCOLN	$ 20.53
Lubricants, Sealants, & Paint	6Y894	Grease Gun	LINCOLN	$ 34.69
Lubricants, Sealants, & Paint	6Y912	Digital Oil Meter,4.0 GPM,1500 PSI	LINCOLN	$ 432.51
Lubricants, Sealants, & Paint	6Y914	Grease Control	LINCOLN	$ 104.22
Lubricants, Sealants, & Paint	5TT84	Epoxy,Brushable	LOCTITE	$ 96.85
Lubricants, Sealants, & Paint	4KK76	Heavy-Duty Silicone Lub,13 oz.,Aerosol	LPS	$ 10.23
Lubricants, Sealants, & Paint	4UJ42	ThermaPlex(R)Multi-Purpose,Grease	LPS	$ 6.68
Lubricants, Sealants, & Paint	4PKY9	Cordless Grease Gun,12V,14 oz,8000 PSI	MILWAUKEE	$ 198.68
Lubricants, Sealants, & Paint	1MUC1	Multipurpose Grease,XHP 222,14.1 oz	MOBIL	$ 2.92
Lubricants, Sealants, & Paint	4ZF34	Oil,Hydraulic, 5gal	MOBIL	$ 90.64
Lubricants, Sealants, & Paint	4ZF49	Synthetic Bearing Grease,NLGI 2,12.5 Oz	MOBIL	$ 11.78
Lubricants, Sealants, & Paint	5XB54	Electric Motor Grease,14 oz,Blue	MOBIL	$ 4.39
Lubricants, Sealants, & Paint	5ZN11	Grease,2 NLGI Grade	MOBIL	$ 12.88

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lubricants, Sealants, & Paint	4UH07	Silicone,10.1 Oz,Clear	MOMENTIVE	$ 4.94
Lubricants, Sealants, & Paint	4UH12	Silicone,Clear,10.1 Oz	MOMENTIVE	$ 6.28
Lubricants, Sealants, & Paint	2W504	Duct Tape,48mm x 55m,11 mil,Silver	NASHUA	$ 3.99
Lubricants, Sealants, & Paint	5AD15	Duct Tape,48mm x 55m,10 mil,Silver	NASHUA	$ 5.97
Lubricants, Sealants, & Paint	6JD46	Duct Tape,48mm x 55m,9 mil,Silver	NASHUA	$ 2.58
Lubricants, Sealants, & Paint	4JX88	Film,Construction,6Mil,Clear	POLAR PLASTICS	$ 38.64
Lubricants, Sealants, & Paint	4JX89	Film,Construction,4Mil,Clear	POLAR PLASTICS	$ 54.83
Lubricants, Sealants, & Paint	4JX90	Film,Construction,6Mil,Clear	POLAR PLASTICS	$ 82.48
Lubricants, Sealants, & Paint	6FLZ5	Construction Film,10 x 100Ft,6Mil,Black	POLAR PLASTICS	$ 44.27
Lubricants, Sealants, & Paint	22VC31	Gaffers Tape,11.5 mil,72mm x 50m,Black	POLYKEN	$ 30.44
Lubricants, Sealants, & Paint	3NLH8	Duct Tape,48mm x 55m,7 mil,Silver	POLYKEN	$ 4.97
Lubricants, Sealants, & Paint	6EXL1	Paint Shaker,Multi-size,Electric	RED DEVIL EQUIPMENT COMPANY	$ 5,519.70
Lubricants, Sealants, & Paint	2ZLR4	V7400 Alkyd Enamel,Safety Yellow,1 gal.	RUST-OLEUM	$ 48.49
Lubricants, Sealants, & Paint	3BU10	Marking Chalk,White,17 oz.	RUST-OLEUM	$ 3.61
Lubricants, Sealants, & Paint	3BU13	Inverted Stripping Paint,White,17 oz.	RUST-OLEUM	$ 3.71
Lubricants, Sealants, & Paint	4CH80	9100 Epoxy Mastic Coating,Silver Gray,1G	RUST-OLEUM	$ 53.39
Lubricants, Sealants, & Paint	4YLD3	Truck Bed Coating,Black,Gallon	RUST-OLEUM	$ 47.05
Lubricants, Sealants, & Paint	5H902	Rust Preventative Spray Paint,Tan,15 oz.	RUST-OLEUM	$ 5.27
Lubricants, Sealants, & Paint	5H903	Rust Preventative Spray Paint,Black,15oz	RUST-OLEUM	$ 4.27
Lubricants, Sealants, & Paint	5W180	Cold Galvanizing Compound,20 oz	RUST-OLEUM	$ 6.76
Lubricants, Sealants, & Paint	6A379	Marking Wand	RUST-OLEUM	$ 31.24
Lubricants, Sealants, & Paint	6A938	Striping Paint,Yellow,18 oz.	RUST-OLEUM	$ 6.58
Lubricants, Sealants, & Paint	6A940	Striping Machine	RUST-OLEUM	$ 99.61
Lubricants, Sealants, & Paint	6KN88	Marking Paint,Caution Blue,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KN91	Marking Paint,Fluorescent Green,17 oz.	RUST-OLEUM	$ 3.12
Lubricants, Sealants, & Paint	6KP06	Marking Paint,Fl. Orange,17 oz.	RUST-OLEUM	$ 3.46
Lubricants, Sealants, & Paint	6KP32	Marking Paint,White,17 oz.	RUST-OLEUM	$ 2.91
Lubricants, Sealants, & Paint	6KP33	Marking Paint,Caution Blue,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP34	Marking Paint,Fluorescent Green,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP40	Marking Paint,Safety Red,17 oz.	RUST-OLEUM	$ 3.02
Lubricants, Sealants, & Paint	6KP41	Marking Paint,White,17 oz.	RUST-OLEUM	$ 2.93
Lubricants, Sealants, & Paint	15F753	Double Coated Tape,3/4 In x 108 ft.	SCOTCH	$ 43.46
Lubricants, Sealants, & Paint	2A225	Electrical Tape,3/4 x 66 ft,7 mil,Black	SCOTCH	$ 4.05

2015 CORE MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Lubricants, Sealants, & Paint	2A226	Electrical Tape,3/4x20ft,7mil,Black,PK10	SCOTCH	$ 17.02
Lubricants, Sealants, & Paint	2A459	Splicing Tape,3/4 x 30 ft,30 mil,Black	SCOTCH	$ 11.30
Lubricants, Sealants, & Paint	2A460	Self-Fusing Tape,1 x 30 ft,12 mil,Gray	SCOTCH	$ 32.48
Lubricants, Sealants, & Paint	41C894	Masking Tape,Blue,2 In. x 60 Yd.	SCOTCH-BLUE	$ 9.68
Lubricants, Sealants, & Paint	24K286	Gaffers Tape,96 x 55m,12 mil,Black,PK 12	SHURTAPE	$ 631.98
Lubricants, Sealants, & Paint	6FET7	Painters Masking Tape,Blue,2 In x 60 yd	SHURTAPE	$ 8.79
Lubricants, Sealants, & Paint	3RCY6	Pick-Proof Adhesive Sealant,10.3 Oz,Clr	SUREBOND	$ 5.67
Lubricants, Sealants, & Paint	10C555	Floor Protector,10 mil,36x393	SURFACE SHIELDS	$ 274.20
Lubricants, Sealants, & Paint	15F742	Masking Tape,Beige,48mm x 55m	TARTAN	$ 3.48
Lubricants, Sealants, & Paint	1UBY7	Valvoline,Premuim Blue,15W40,1 Gal	VALVOLINE	$ 16.74
Lubricants, Sealants, & Paint	2CDU5	Lubricant,Aerosol w/Smart Straw,11oz	WD-40	$ 5.22
Lubricants, Sealants, & Paint	2NV59	Lubricant,Smart Strawz,12 oz	WD-40	$ 5.89
Lubricants, Sealants, & Paint	3UM47	Lubricant,WD 40,16 oz	WD-40	$ 5.31
Lubricants, Sealants, & Paint	4BY69	Grease Gun	WESTWARD	$ 18.56
Lubricants, Sealants, & Paint	4BY81	Grease Gun	WESTWARD	$ 31.25
Lubricants, Sealants, & Paint	3UW35	Paint Brush,3in.,10-1/4in.	WOOSTER	$ 7.27
Lubricants, Sealants, & Paint	1AJF7	Antislip Tape,Flat Black,4 In x 60 ft.	WOOSTER PRODUCTS	$ 38.32
Machining & Cutting	2W580	Glass Bead Blast Media, 5 Gal	BALLOTINI	$ 54.24
Machining & Cutting	2W765	Glass Bead Blast Media, 5 Gal	BALLOTINI	$ 54.36
Machining & Cutting	1G915	Jobber Drill Bit Set,115pc,1/16 to 1/2In	CHICAGO-LATROBE	$ 723.11
Machining & Cutting	1M469	Jobber Drill Set,29 PC,HSS,118 Deg	CHICAGO-LATROBE	$ 144.81
Machining & Cutting	1U196	Jobber Drill Set,Cobalt,29 PC	CHICAGO-LATROBE	$ 236.65
Machining & Cutting	6X001	Jobber Drill Set,29 PC,HSS,118 Deg	CLE-LINE	$ 114.38
Machining & Cutting	2F146	Oil,Cutting,12 Oz	CRC	$ 10.73
Machining & Cutting	6MVH6	Drill Sharpener V-390	DAREX	$ 1,410.15
Machining & Cutting	2LKR9	Bench Grinder,8 In,3/4 HP,115 V,7 A	DAYTON	$ 204.16
Machining & Cutting	3AA28	Dust Collector 1 Stage	DAYTON	$ 444.22
Machining & Cutting	3CXY6	ToolPost,Quick Change,CXA,14-17 In Swing	DORIAN	$ 572.10
Machining & Cutting	3CXZ1	Tool Post & Holder Set,5 PC,AXA Series	DORIAN	$ 561.96
Machining & Cutting	6YB32	Drill Bit Sharpener,115 To 140 Deg	DRILL DOCTOR	$ 174.11
Machining & Cutting	3JR97	Abrasive Blast Cabinet	ECONOLINE	$ 2,423.63
Machining & Cutting	3JR98	Abrasive Blast Cabinet	ECONOLINE	$ 5,458.05
Machining & Cutting	3Z850	Abrasive Blast Cabinet	ECONOLINE	$ 1,518.34

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Machining & Cutting	4NFU3	Abrasive Blast Cabinet,48x48,Siphon-Feed	ECONOLINE	$ 3,237.26
Machining & Cutting	6YY22	Dust Collector,1/2 HP	ECONOLINE	$ 1,664.84
Machining & Cutting	3KLR6	Tap/Die Set,Carbon,114 PC,#4-3/4,M3-M18	GEARWRENCH	$ 316.85
Machining & Cutting	4GB12	Drill/Tap/Countersink	GREENLEE	$ 34.78
Machining & Cutting	12G741	Press Accessory Set, 8 Pieces	HEIN-WERNER	$ 731.37
Machining & Cutting	2ETL4	Tap/Die Set,76 PC,Carbon Steel	IRWIN HANSON	$ 311.41
Machining & Cutting	2NZH3	Slotted Shim Asst,SS,A-2 X 2 In,260 PC	MAUDLIN PRODUCTS	$ 364.56
Machining & Cutting	2NZH4	Slotted Shim Asst,SS,B-3 X 3 In,260 PC	MAUDLIN PRODUCTS	$ 487.58
Machining & Cutting	2LKN4	Tap and Die Set,Carbon Steel,40 Pcs	VERMONT AMERICAN	$ 128.84
Machining & Cutting	1MZJ4	Hydraulic Shop Press,25 Ton	WESTWARD	$ 1,322.25
Machining & Cutting	1PZ38	Tap/Die Set,110 PC,HSS	WESTWARD	$ 681.04
Machining & Cutting	1PZ51	Tap/Die Set,41 Pieces	WESTWARD	$ 140.49
Machining & Cutting	4UM92	Jobber Drill Set,29 PC,HSS,118 Deg	WESTWARD	$ 94.85
Machining & Cutting	2C919	Carbide Bur Set,8 PC	WIDIA METAL REMOVAL	$ 194.77
Material Handling, Storage & Packaging	9KA99	Ergo Office Chair W/Tilt,Black,17in-22in	BEVCO	$ 219.06
Material Handling, Storage & Packaging	20G280	Yard Ramp,Cap 30,000 Lb,84 In x 36 Ft	BLUFF	$ 18,505.49
Material Handling, Storage & Packaging	5Z266	Chain,Grade 70,3/8 Size,60 ft.,6600 lb.	CM	$ 256.14
Material Handling, Storage & Packaging	1LXB2	Wire Rope Hoist w/Trolley,2000 lb.,50ft.	COFFING	$ 5,694.42
Material Handling, Storage & Packaging	5PKF7	Low Profile Hopper,2000 Lb,51 1/4x49	DAYTON	$ 782.50
Material Handling, Storage & Packaging	38R209	Portable Aerial Lift,OAL 55 In,H 42Ft,DC	GENIE	$ 10,646.10
Material Handling, Storage & Packaging	15A936	Hand Stretch Wrap,Clear,1500 ft.L,18In W	GRAINGER APPROVED VENDOR	$ 12.72
Material Handling, Storage & Packaging	2A092	Chock,Wheel,8 In D,Black	GRAINGER APPROVED VENDOR	$ 18.05
Material Handling, Storage & Packaging	4LGU6	Dock Plate,3500 lb.,36 x 48 In.	GRAINGER APPROVED VENDOR	$ 295.51
Material Handling, Storage & Packaging	7J808	Starter Cantilever Rack,1 Side,10 ft. H	GRAINGER APPROVED VENDOR	$ 1,507.40
Material Handling, Storage & Packaging	7J809	Starter Cantilever Rack,1 Side,12 ft. H	GRAINGER APPROVED VENDOR	$ 1,816.23
Material Handling, Storage & Packaging	1BLV6	Add On Shelving,87InH,36InW,24InD	HALLOWELL	$ 189.50
Material Handling, Storage & Packaging	1BTL3	Verticle Shelf Divider,D24,PK12	HALLOWELL	$ 64.10
Material Handling, Storage & Packaging	2PFT9	Wardrobe Locker,(3) Wide, (6) Openings	HALLOWELL	$ 689.36
Material Handling, Storage & Packaging	1KBC3	Welded Upright Frame,42 D x 96 H,Green	HUSKY	$ 65.41
Material Handling, Storage & Packaging	1KBD3	Welded Upright Frame,42 D x 240 H,Green	HUSKY	$ 168.97
Material Handling, Storage & Packaging	1KBD6	Pallet Rack Beam,96x2-1/2x4,Orange	HUSKY	$ 30.96
Material Handling, Storage & Packaging	1KBD7	Pallet Rack Beam,96Lx2-1/2Wx4-1/2H	HUSKY	$ 32.56
Material Handling, Storage & Packaging	1KBF4	Beam Tie,42Lx3-3/16Wx42Dx1-1/2H,Gray	HUSKY	$ 7.95

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Material Handling, Storage & Packaging	5ZGH2	Standard Platform Truck,2000 lb.	JAMCO	$ 333.65
Material Handling, Storage & Packaging	4ZJ44	Wire Security Cart,900 lb.,24 In. W	METRO	$ 882.99
Material Handling, Storage & Packaging	10E132	Attached Lid Container,3.3 cu ft,Gray	ORBIS	$ 54.87
Material Handling, Storage & Packaging	3EKW1	Crane Dynamometer,15.7 In. H,Aluminum	RON CRANE SCALES	$ 4,419.87
Material Handling, Storage & Packaging	4BE64	Mobile Storage Cabinet,Dove Gray	SANDUSKY LEE	$ 532.80
Material Handling, Storage & Packaging	4TT09	Modular Drawer Cabinet,59 In. H,30 In. W	STANLEY VIDMAR	$ 1,467.57
Material Handling, Storage & Packaging	2CAE9	Pallet Rack Beam,120 Lx5 In H,Yellow,PK2	STEEL KING	$ 242.81
Material Handling, Storage & Packaging	2KGC8	Pallet Rack Upright Frame,48x48x120,Blue	STEEL KING	$ 234.23
Material Handling, Storage & Packaging	4UZ09	Storage Cabinet,12 ga.,78 In. H,48 In. W	STRONG HOLD	$ 780.52
Material Handling, Storage & Packaging	1FEN2	Outdoor Storage Shed,Extra Large	SUNCAST	$ 775.15
Material Handling, Storage & Packaging	7B475	Rack,Bulk Storage	TENNSCO	$ 214.47
Material Handling, Storage & Packaging	6HCA5	Gas Cylinder Cabinet,40x28,Capacity 18	VESTIL	$ 1,186.92
Measuring Tools & Test Instruments	4JNV4	Voltage Detector,30 to 122,000VAC	AMPROBE	$ 205.28
Measuring Tools & Test Instruments	5WJ63	Pressure Gauge,0 to 300 psi,3-1/2In	ASHCROFT	$ 19.90
Measuring Tools & Test Instruments	11Y556	I7 Thermal Imager,-4 to 482F	FLIR	$ 1,693.68
Measuring Tools & Test Instruments	6FYD6	E40-NIST Thermal Imager,-4 to 1202F	FLIR	$ 3,753.73
Measuring Tools & Test Instruments	6FYE1	E40BX Thermal Imager,-4 to 248F	FLIR	$ 3,391.52
Measuring Tools & Test Instruments	11A108	Documenting Process Calibrator, HART	FLUKE	$ 5,869.25
Measuring Tools & Test Instruments	16X949	IR Therm,1 In @ 10 In Focus	FLUKE	$ 97.65
Measuring Tools & Test Instruments	1BE65	Battery Operated Megohmmeter,1000VDC	FLUKE	$ 473.70
Measuring Tools & Test Instruments	1FBK3	Power/Energy Logger,2.49MW,3000A	FLUKE	$ 3,154.70
Measuring Tools & Test Instruments	1GAH7	Digital Clamp On Ammeter,600A,9999 Ohms	FLUKE	$ 245.65
Measuring Tools & Test Instruments	1PEK9	Digital Multimeter,1000V,50 MOhms,10A	FLUKE	$ 418.15
Measuring Tools & Test Instruments	1TFW8	TI55FT Thermal Imager,-4 to +1112F	FLUKE	$ 20,216.85
Measuring Tools & Test Instruments	23NT24	Infrared Window,75mmDia,SecurityKey Door	FLUKE	$ 354.10
Measuring Tools & Test Instruments	23NT33	Thermal Imager with Wireless,320x240	FLUKE	$ 7,724.08
Measuring Tools & Test Instruments	2KU25	Voltage Detector,5 In. L,90 to 1000VAC	FLUKE	$ 27.48
Measuring Tools & Test Instruments	3MU89	Process Calibrator Multimeter	FLUKE	$ 848.78
Measuring Tools & Test Instruments	46N341	Multimeter and Clampmeter Kit	FLUKE	$ 273.70
Measuring Tools & Test Instruments	4EB18	Digital Multimeter,10A,50 MOhms,1000V	FLUKE	$ 380.54
Measuring Tools & Test Instruments	4KF17	Split Jaw Ammeter,LCD,100A	FLUKE	$ 130.60
Measuring Tools & Test Instruments	4KF19	Split Jaw Ammeter,100A	FLUKE	$ 104.62
Measuring Tools & Test Instruments	4TP97	Meter,Carbon Monoxide	FLUKE	$ 361.60

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Measuring Tools & Test Instruments	5NLK8	Battery Operated Megohmmeter,5000VDC	FLUKE	$ 4,084.38
Measuring Tools & Test Instruments	5YB17	IR Therm,-25 to 999F,1 In@12 In Focus	FLUKE	$ 297.11
Measuring Tools & Test Instruments	1UG78	Buried Cable Locator	GREENLEE	$ 752.51
Measuring Tools & Test Instruments	2NRW4	Crct Breakr Findr,600VAC,Enrgzd/UnEnrgzd	GREENLEE	$ 706.41
Measuring Tools & Test Instruments	13C591	Remote Inspection Camera,3 ft. Cable	RIDGID	$ 421.63
Measuring Tools & Test Instruments	1DPH2	Underground Utility Locator	RIDGID	$ 2,177.62
Measuring Tools & Test Instruments	1DPH4	Transmitter,LED,0.128, 1,8,33 kHz	RIDGID	$ 1,687.25
Measuring Tools & Test Instruments	2YCA5	Underground Utility Locator	RIDGID	$ 2,743.07
Measuring Tools & Test Instruments	2CYL7	Digital Solar Powered Thermometer,Black	WEISS	$ 68.75
Motors & Power Transmission	10K089	Mtr,3 Ph,3 HP,1725,200-230/460V,Eff 83.1	CENTURY	$ 254.75
Motors & Power Transmission	2NFD1	HVAC Motor,115/208 to 230V,3-1/8 In. L	CENTURY	$ 86.09
Motors & Power Transmission	4MA19	Room Air Cond Mtr,Shad Pol,OAO,1050 RPM	CENTURY	$ 71.19
Motors & Power Transmission	4UE76	Motor,Split Ph,1/4 HP,1725,115V,48,ODP	CENTURY	$ 68.46
Motors & Power Transmission	4UU15	Room Air Cond Mtr,PSC,OAO,1075 RPM	CENTURY	$ 104.37
Motors & Power Transmission	4UU20	Room Air Cond Mtr,PSC,OAO,1500 RPM	CENTURY	$ 143.76
Motors & Power Transmission	5XTA0	Mtr,3ph,1/2hp,1745/1140,200-230,Eff 61.0	CENTURY	$ 252.59
Motors & Power Transmission	2L452	V-Belt,Cogged,5VX1250	DAYTON	$ 77.72
Motors & Power Transmission	2L453	V-Belt,Cogged,5VX1320	DAYTON	$ 81.92
Motors & Power Transmission	2MXW1	Mtr,3 Ph,20 HP,1765,208-230/460,Eff 93.0	DAYTON	$ 1,295.03
Motors & Power Transmission	2NKY2	GP Mtr,3 Ph,ODP,2 HP,1745rpm,143-5T/56HZ	DAYTON	$ 272.87
Motors & Power Transmission	3GXC1	V-Belt,Cogged,BX84	DAYTON	$ 31.17
Motors & Power Transmission	3K771	Motor,1/4 HP,Split Ph,1725 RPM,115 V	DAYTON	$ 61.81
Motors & Power Transmission	3LU99	Condenser Fan Motor,3/4 HP,1075 rpm,60Hz	DAYTON	$ 122.77
Motors & Power Transmission	3N042	Mtr,3 Ph,3/4hp,1725,208-230/460,Eff 76.5	DAYTON	$ 167.34
Motors & Power Transmission	4GYZ3	Mtr,3 Ph,5 HP,1740,208-230/460V,Eff 89.5	DAYTON	$ 337.85
Motors & Power Transmission	4GZA4	Mtr,3 Ph,5 HP,1750,208-230/460V,Eff 89.5	DAYTON	$ 313.03
Motors & Power Transmission	4GZA7	Mtr,3 Ph,7.5hp,1755,208-230/460,Eff 91.0	DAYTON	$ 415.77
Motors & Power Transmission	4GZC4	Mtr,3 Ph,15 HP,1770,208-230/460,Eff 93.0	DAYTON	$ 722.27
Motors & Power Transmission	6A135	V-Belt,Cogged,BX85	DAYTON	$ 30.08
Motors & Power Transmission	6L287	V-Belt,Cogged,BX81	DAYTON	$ 27.83
Motors & Power Transmission	38N846	HazLoc DC Motor,1/2 HP,1750 rpm,90VDC	LEESON	$ 1,796.48
Motors & Power Transmission	44P043	Motor,3-Ph,TEFC,3 HP,1750 RPM,230/460V	MARATHON MOTORS	$ 449.98
Motors & Power Transmission	44P055	Motor,TEFC,7-1/2 HP,3552 RPM,230/460V	MARATHON MOTORS	$ 586.56

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Motors & Power Transmission	44Z312	Motor,3-Ph,3 HP,1750 RPM,230/460V	MARATHON MOTORS	$ 516.69
Motors & Power Transmission	2HPP9	AC Drive,30HP,400-480V,Open Enclosure	SCHNEIDER ELECTRIC	$ 2,164.52
Motors & Power Transmission	2HPR8	AC Drive,75HP,400-480V,Open Enclosure	SCHNEIDER ELECTRIC	$ 4,678.67
Motors & Power Transmission	1XTW1	Mtr,3 Ph,3 HP,1760,208-230/460V,Eff 89.5	WEG	$ 278.33
Motors & Power Transmission	1XTW9	Mtr,3 Ph,15 HP,1775,208-230/460,Eff 93.0	WEG	$ 789.56
Motors & Power Transmission	1XTY5	Mtr,3 Ph,75 HP,1780,208-230/460,Eff 95.0	WEG	$ 2,370.39
Outdoor Equipment & Supplies	4W499	Handheld Sprayer,3 gal.,Stainless Steel	CHAPIN	$ 114.37
Outdoor Equipment & Supplies	5NY99	Instant Canopy,10 Ft. X 10 Ft.	GRAINGER APPROVED VENDOR	$ 141.48
Outdoor Equipment & Supplies	6NCK3	Portable Inverter Generator,1600W Rated	HONDA	$ 996.82
Outdoor Equipment & Supplies	6NCK5	Portable Inverter Generator,1600W Rated	HONDA	$ 1,103.49
Outdoor Equipment & Supplies	6NCK9	Portable Inverter Generator,2800W Rated	HONDA	$ 2,077.13
Outdoor Equipment & Supplies	6NCN0	Portable Inverter Generator,5500W Rated	HONDA	$ 4,015.01
Outdoor Equipment & Supplies	13V987	Kwik Cot,Black/Gray,400 lb Capacity	KAMP-RITE TENT COT INC	$ 69.15
Outdoor Equipment & Supplies	4VNG4	Kwik Cot Folding Cot	KAMP-RITE TENT COT INC	$ 55.27
Outdoor Equipment & Supplies	3WB72	Gas Pressure Washer,13HP,3000psi,3.5gpm	MI-T-M	$ 1,876.65
Outdoor Equipment & Supplies	3WB98	Rotary Surface Cleaner,28 In	MI-T-M	$ 1,139.75
Outdoor Equipment & Supplies	4HK65	Repellent,Insect,6 Oz	OFF	$ 5.17
Outdoor Equipment & Supplies	4CAD2	Broadcast Spreader,160 lb.,Knobby	SNOWEX	$ 325.16
Outdoor Equipment & Supplies	1P650	Water Hose,Rnfrcd Rubr,3/4 In ID,50 ft L	SWAN	$ 46.82
Outdoor Equipment & Supplies	1P864	Water Hose,Rnfrcd Rubr,5/8 In ID,50 ft L	SWAN	$ 31.59
Outdoor Equipment & Supplies	3ZC25	Lute,Asphalt,36In W, 72In L	TRUE TEMPER	$ 74.77
Outdoor Equipment & Supplies	1HLV3	Water Nozzle,Black/Red/ Maroon,5-1/2In L	WESTWARD	$ 12.44
Outdoor Equipment & Supplies	1WG30	Lawn Rake,Steel,54 In,24 Tines	WESTWARD	$ 11.95
Outdoor Equipment & Supplies	1WG31	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 18.96
Outdoor Equipment & Supplies	1WG32	Square Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 18.24
Outdoor Equipment & Supplies	1WG35	Grain Scoop,29-1/2 In. Handle,Aluminum	WESTWARD	$ 40.38
Outdoor Equipment & Supplies	1WG36	Seal-Coated Wood Bow Rake, 3 In.Tines	WESTWARD	$ 23.92
Outdoor Equipment & Supplies	20L435	Water Hose,Rnfrcd PVC,3/4 In ID,50 ft L	WESTWARD	$ 22.20
Outdoor Equipment & Supplies	2MVR6	Wood Manure Fork,13-3/4 In	WESTWARD	$ 27.48
Outdoor Equipment & Supplies	3YU82	Round Point Shovel,48 In.Handle,14 ga.	WESTWARD	$ 25.39
Outdoor Equipment & Supplies	3YU83	Square Point Shovel,47-1/2 In. Handle	WESTWARD	$ 25.30
Outdoor Equipment & Supplies	3HVA2	Conc. Weed Killer and Soil Sterilant, 1G	ZEP PROFESSIONAL	$ 42.65
Personal Protective Equipment	4DA54	Battery Pack,Lithium	3M	$ 246.28

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Personal Protective Equipment	4JF99	Disposable Respirator,N95,Pk 10	3M	$ 15.57
Personal Protective Equipment	5VD48	Flat Fold Healthcare Respirator,N95,PK20	3M	$ 18.12
Personal Protective Equipment	4T415	Coated Gloves,XL,Yellow,PR	ANSELL	$ 3.30
Personal Protective Equipment	4XT04	Disposable Gloves,Latex,L,Natural,PK100	ANSELL	$ 7.06
Personal Protective Equipment	4XT05	Disposable Gloves,Latex,XL,Natural,PK100	ANSELL	$ 12.41
Personal Protective Equipment	5AZ80	Chemical Resistant Glove,14" L,Sz 10,PR	ANSELL	$ 6.14
Personal Protective Equipment	4JU93	Coated Gloves,L,Black/Gray,PR	ANSELL	$ 2.00
Personal Protective Equipment	1RL38	Chemical Resistant Glove,17 mil,Sz 10,PR	ANSELL	$ 0.57
Personal Protective Equipment	33X181	Mask Kit,Twin Port,Rubber,PU Lens,L	AVON PROTECTION SYSTEMS	$ 447.84
Personal Protective Equipment	33X182	Mask Kit,Twin Port,Rubber,PU Lens,M	AVON PROTECTION SYSTEMS	$ 447.83
Personal Protective Equipment	33X183	Mask Kit,Twin Port,Rubber,PU Lens,S	AVON PROTECTION SYSTEMS	$ 447.84
Personal Protective Equipment	1AV08	Jersey Gloves,Poly/Cotton, L,Brown,PR	CONDOR	$ 0.42
Personal Protective Equipment	3ZL49	Leather Drivers Gloves,Cowhide,XL,PR	CONDOR	$ 5.45
Personal Protective Equipment	3ZL50	Leather Drivers Gloves,Cowhide,L,PR	CONDOR	$ 5.45
Personal Protective Equipment	3ZL53	Leather Gloves,Patch Palm,L,PR	CONDOR	$ 1.47
Personal Protective Equipment	1VW15	Safety Glasses,Clear,Uncoated	CONDOR	$ 1.13
Personal Protective Equipment	5JK50	Knit Glove,Poly/Cotton,Men's L,PR	CONDOR	$ 0.39
Personal Protective Equipment	5T257	Boot,Hip,Sz 11,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	5T258	Boot,Hip,Sz 12,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	5T259	Boot,Hip,Sz 13,Pr	GRAINGER APPROVED VENDOR	$ 63.97
Personal Protective Equipment	2UYF4	Safety Glasses,Smoke Mirror	JACKSON SAFETY	$ 2.92
Personal Protective Equipment	2ELF8	Leather Gloves,Split/Double,L,PR	MEMPHIS GLOVE	$ 3.74
Personal Protective Equipment	2TEN1	Disposable Gloves,Latex,L,Blue,PK50	MICROFLEX	$ 18.42
Personal Protective Equipment	3NEZ1	Disposable Gloves,Nitrile,L,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3NEZ2	Disposable Gloves,Nitrile,M,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3NEZ4	Disposable Gloves,Nitrile,XL,Black,PK100	MICROFLEX	$ 16.01
Personal Protective Equipment	3RRK4	Disposable Gloves,Nitrile,L,Blue,PK50	MICROFLEX	$ 12.75
Personal Protective Equipment	3RRK7	Disposable Gloves,Nitrile,XL,Blue,PK50	MICROFLEX	$ 12.75
Personal Protective Equipment	4DA79	MSA Millennium(TM) CBRN Mask,S	MSA	$ 309.09
Personal Protective Equipment	4DA80	MSA Millennium(TM) CBRN Mask,M	MSA	$ 330.52
Personal Protective Equipment	4DA81	MSA Millennium(TM) CBRN Mask,L	MSA	$ 308.85
Personal Protective Equipment	4DA82	Canister	MSA	$ 41.08
Personal Protective Equipment	4CJL5	Coated Gloves,L,Black/Gray,PR	P.I.P.	$ 4.48

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Personal Protective Equipment	4CJL6	Coated Gloves,XL,Black/Gray,PR	P.I.P.	$ 4.48
Personal Protective Equipment	1PFN1	Disposable Gloves,Nitrile,L,Blue,PK100	SHOWA BEST	$ 7.57
Personal Protective Equipment	1PFN2	Disposable Gloves,Nitrile,XL,Blue,PK100	SHOWA BEST	$ 7.60
Personal Protective Equipment	5AL51	Coated Gloves,L,Yellow,PR	SHOWA BEST	$ 1.93
Pnuematics	2G519	Valve,Manual,1/4 In	ARO	$ 105.05
Pnuematics	5FYD6	Hose Reel,Hand Crank,3/4 In ID x 100 Ft	COXREELS	$ 344.10
Pnuematics	4YLN6	Suction/Discharge Hose,1 1/2 In x 20 Ft	GOODYEAR ENGINEERED PRODUCTS	$ 177.49
Pnuematics	4YLN7	Suction/Discharge Hose,2 In x 20 Ft	GOODYEAR ENGINEERED PRODUCTS	$ 211.07
Pnuematics	1ZMU2	Discharge Hose,4 In IDx50 Ft,125 PSI Max	GRAINGER APPROVED VENDOR	$ 298.21
Pnuematics	3YA43	Refrigerated Air Dryer	HANKISON	$ 607.61
Pnuematics	1NPL5	Rotary Screw Air Compressor,50 HP,460V	INGERSOLL-RAND	$ 16,115.17
Pnuematics	1UMK6	Air Impact Wrench,1/2 In. Dr.,9800 rpm	INGERSOLL-RAND	$ 319.16
Pnuematics	2YY83	Compressor Oil,1L	INGERSOLL-RAND	$ 16.79
Pnuematics	3JF01	Air Paving Breaker,1250 BPM,70.0 CFM	INGERSOLL-RAND	$ 1,071.32
Pnuematics	4L977	Electric Air Compressor,2 Stage,5 HP	INGERSOLL-RAND	$ 1,195.42
Pnuematics	4R774	Electric Air Compressor,2 Stage,15 HP	INGERSOLL-RAND	$ 3,842.03
Pnuematics	4R778	Electric Air Compressor,2 Stage,15 HP	INGERSOLL-RAND	$ 4,523.15
Pnuematics	5LA70	Air Impact Wrench,1 In. Dr.,5000 rpm	INGERSOLL-RAND	$ 606.97
Pnuematics	6WA84	Stationary Air Compressor,13 HP,24 cfm	INGERSOLL-RAND	$ 2,530.23
Pnuematics	4HK89	Hose Reel,Industrial,3/8 In.,50 ft. L	REELCRAFT	$ 170.54
Pnuematics	13G706	Electric Air Compressor,2 Stage,17.3 cfm	SPEEDAIRE	$ 1,955.23
Pnuematics	1VN93	Compressor,Air,6.5 HP	SPEEDAIRE	$ 737.35
Pnuematics	1WD46	Electric Air Compressor,2 Stage,34.6 cfm	SPEEDAIRE	$ 3,972.51
Pnuematics	1WD48	Electric Air Compressor,2 Stage,46.2 cfm	SPEEDAIRE	$ 4,921.02
Pnuematics	1WD55	Electric Air Compressor,2 Stage,17.3 cfm	SPEEDAIRE	$ 1,606.82
Pnuematics	4LW38	Stationary Air Compressor,13 HP,Honda	SPEEDAIRE	$ 2,178.19
Pnuematics	4TW29	Air Compressor,2.0 HP,120/240V,135 psi	SPEEDAIRE	$ 397.95
Pnuematics	4ZL78	Lubricator,1/4 In	SPEEDAIRE	$ 58.39
Pnuematics	5F564	Stationary Air Compressor,13 HP,Kohler	SPEEDAIRE	$ 2,109.04
Pnuematics	5Z697	Electric Air Compressor,3/4 HP	SPEEDAIRE	$ 1,563.16
Pnuematics	5Z700	Electric Air Compressor,1-1/2 HP	SPEEDAIRE	$ 3,459.56
Pnuematics	5Z702	Electric Air Compressor,3 HP	SPEEDAIRE	$ 3,918.14
Pnuematics	6Z788	Multipurpose Air Hose,3/8 In.,50 ft. L	SPEEDAIRE	$ 43.65

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Pnuematics	5Z350	Piston Air Compressor/Vacuum Pump,1/3HP	THOMAS	$ 518.07
Police, Fire, EMS Equipment & Supplies	14D759	Rapid Assault Shirt,Black,L	5.11 TACTICAL	$ 41.38
Police, Fire, EMS Equipment & Supplies	14D762	Rapid Assault Shirt,Black,XL	5.11 TACTICAL	$ 41.39
Police, Fire, EMS Equipment & Supplies	21V933	Bag,Briefcase,16.5x12.5x5.5 In,6 Pkt	5.11 TACTICAL	$ 68.46
Police, Fire, EMS Equipment & Supplies	21V948	Rush 12 Backpack,18x11x18 In,10 Pkt	5.11 TACTICAL	$ 68.64
Police, Fire, EMS Equipment & Supplies	21V970	Backpack,Rush 72,Sandstone	5.11 TACTICAL	$ 114.96
Police, Fire, EMS Equipment & Supplies	6UVR2	5 in 1 Jacket,Dark Navy,XL	5.11 TACTICAL	$ 165.71
Police, Fire, EMS Equipment & Supplies	6UXD5	Men's Tactical Pant,Coyote,34 to 35"	5.11 TACTICAL	$ 34.29
Police, Fire, EMS Equipment & Supplies	6VJD1	Responder Hi-Vis Parka,Royal Blue,XL	5.11 TACTICAL	$ 204.79
Police, Fire, EMS Equipment & Supplies	6VJD2	Responder Hi-Vis Parka,Royal Blue,2XL	5.11 TACTICAL	$ 204.82
Police, Fire, EMS Equipment & Supplies	6VJG7	Rush 72 Backpack	5.11 TACTICAL	$ 115.15
Police, Fire, EMS Equipment & Supplies	6YKR4	Taclite Pro Pant,Mens,Coyote,34x32	5.11 TACTICAL	$ 34.22
Police, Fire, EMS Equipment & Supplies	39H970	Binoculars,Black,Mag 8 X	BARSKA	$ 61.38
Police, Fire, EMS Equipment & Supplies	11Z736	Gas Mask Pouch,Black	BLACKHAWK	$ 39.62
Police, Fire, EMS Equipment & Supplies	6TTL8	Padded Duty Belt.Waist 38 to 42	BLACKHAWK	$ 22.52
Police, Fire, EMS Equipment & Supplies	6TTN1	Padded Duty Belt.Waist 44 to 48	BLACKHAWK	$ 22.53
Police, Fire, EMS Equipment & Supplies	6YLZ9	Serpa Duty Holster,Right,Taser X-26	BLACKHAWK	$ 37.04
Police, Fire, EMS Equipment & Supplies	6YML9	Double Cuff Case	BLACKHAWK	$ 13.39
Police, Fire, EMS Equipment & Supplies	6YMN0	Single Cuff Case	BLACKHAWK	$ 10.96
Police, Fire, EMS Equipment & Supplies	14F248	Binocular,Legend,Magnification 10 x 26	BUSHNELL	$ 103.28
Police, Fire, EMS Equipment & Supplies	35R803	Binocular,12 x 50	BUSHNELL	$ 54.85
Police, Fire, EMS Equipment & Supplies	6CJG3	Binocular,Waterproof,Roof Prism,8x32	BUSHNELL	$ 80.85
Police, Fire, EMS Equipment & Supplies	3YMK2	Evidence Bag,Dual Sided,8 x 5 In,PK 100	CORTECH	$ 42.98
Police, Fire, EMS Equipment & Supplies	3YMK3	Evidence Bag,Dual Sided,12 x 9 In,PK 100	CORTECH	$ 50.95
Police, Fire, EMS Equipment & Supplies	6UYZ8	Upper Body and Shoulder Protector, M	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	6UYZ9	Upper Body and Shoulder Protector, L	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	6UZA0	Upper Body and Shoulder Protector, XL	DAMASCUS	$ 78.73
Police, Fire, EMS Equipment & Supplies	33G958	MOLLE Pckt,Sngl Frag Grenade,Black	GH ARMOR SYSTEMS	$ 8.64
Police, Fire, EMS Equipment & Supplies	13U675	Cutter,Forcible Entry,Hydraulic	HURST JAWS OF LIFE	$ 10,192.12
Police, Fire, EMS Equipment & Supplies	13U677	Spreader,Forcible Entry,Hydraulic	HURST JAWS OF LIFE	$ 10,736.36
Police, Fire, EMS Equipment & Supplies	2UY34	Binoculars,Compactw/Digital Camera,8x32	NORTHWEST	$ 126.76
Police, Fire, EMS Equipment & Supplies	5CFN9	Monocular,Spotting Scope	NORTHWEST	$ 242.74
Police, Fire, EMS Equipment & Supplies	8NU60	Tactical Gear Bag,12Wx34L	TEXSPORT	$ 31.69

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Pumps & Plumbing Supplies	1KAA3	Water Diaphragm Assembly	ACORN	$ 12.92
Pumps & Plumbing Supplies	1KAA5	Metering Servomotor Assembly w/ Seat	ACORN	$ 92.24
Pumps & Plumbing Supplies	2EWA3	Strainer Check Stop Assembly	ACORN	$ 111.85
Pumps & Plumbing Supplies	1KAA1	Water Cooler,Wall Mount,8 gph,120VAC	ACORN AQUA	$ 1,418.83
Pumps & Plumbing Supplies	3FPY4	Double Diaphragm Pump,Air Operated,3 In.	ARO	$ 2,650.67
Pumps & Plumbing Supplies	5VD15	Pump,Sump	ARO	$ 2,087.83
Pumps & Plumbing Supplies	45A109	Oil Transfer Pump,1.5 HP,110/220V,40 GPM	BLADE MASTER	$ 5,071.86
Pumps & Plumbing Supplies	45A114	Oil Transfer Pump,1.5 HP,110/220V,40 GPM	BLADE MASTER	$ 10,146.52
Pumps & Plumbing Supplies	12F735	Oil Transfer Pump,Electric,1/2 HP,115V	DAYTON	$ 415.81
Pumps & Plumbing Supplies	1DLP4	Pump, Drum,1 HP,Voltage @ 60 Hz 110	DAYTON	$ 873.03
Pumps & Plumbing Supplies	2JGA7	Submersible Sewage Pump,1 HP	DAYTON	$ 584.59
Pumps & Plumbing Supplies	3BB83	Pump,Effluent,1/2hp	DAYTON	$ 538.98
Pumps & Plumbing Supplies	3BB88	Submersible Sewage Pump,1/2 HP	DAYTON	$ 395.11
Pumps & Plumbing Supplies	4HU70	Pump,Effluent,1/2hp	DAYTON	$ 301.95
Pumps & Plumbing Supplies	5RWG4	Pump, Fountain, 1 HP	DAYTON	$ 941.81
Pumps & Plumbing Supplies	5RZP1	Submersible Sewage Pump,5 HP,3Ph,480 VAC	DAYTON	$ 2,177.66
Pumps & Plumbing Supplies	11U265	Filter Cartridge,Water Cooler,1.5 GPM	ELKAY	$ 85.44
Pumps & Plumbing Supplies	1MCE5	Water Cooler,Wall Mount,7.6 GPH	ELKAY	$ 528.20
Pumps & Plumbing Supplies	1PTJ5	Remote Water Chiller,8 GPH	ELKAY	$ 519.29
Pumps & Plumbing Supplies	1PX54	Water Cooler,8 Gph	ELKAY	$ 427.05
Pumps & Plumbing Supplies	6XUY3	Bottle Filling Station,Single,8GPH,ADA	ELKAY	$ 926.28
Pumps & Plumbing Supplies	5WFE8	Filter Cartridge,Ice Machine,0.5 Micron	EVERPURE	$ 67.67
Pumps & Plumbing Supplies	1P894	Fuel Transfer Pump,1/4 HP,12VDC,15 GPM	FILL-RITE	$ 335.28
Pumps & Plumbing Supplies	12U438	Ultrasonic Level Transmitter,18.0 Ft	FLOWLINE	$ 516.87
Pumps & Plumbing Supplies	6YZE9	Pump Hose Kit,Quick Coupling,3 In ID	GOODYEAR ENGINEERED PRODUCTS	$ 299.14
Pumps & Plumbing Supplies	4NE73	Submersible Sewage Pump,1HP,460V,29ft	GOULDS WATER TECHNOLOGY	$ 835.84
Pumps & Plumbing Supplies	3DVX9	Butterfly Valve,Grooved,4 In,Iron	GRUVLOK	$ 330.05
Pumps & Plumbing Supplies	1CVX1	Water Cooler,8 GPH,Wall Mount,ADA	HALSEY TAYLOR	$ 457.20
Pumps & Plumbing Supplies	6DLY5	Engine Driven Trash Pump, 242 cc	HONDA	$ 1,618.33
Pumps & Plumbing Supplies	2ELE7	Baby Changing Station,Horizontal, SS	KOALA KARE PRODUCTS	$ 2,600.00
Pumps & Plumbing Supplies	2P352	Pump,Sump,1/6 HP	LITTLE GIANT	$ 57.94
Pumps & Plumbing Supplies	3UK60	Solenoid Valve,2/2,1 In,NC,120V,Brass	RED HAT	$ 178.33
Pumps & Plumbing Supplies	3CFH3	Commercial Water Heater,120 gal.,208VAC	RHEEM-RUUD	$ 2,288.67

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Pumps & Plumbing Supplies	3CFH6	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	$ 3,567.28
Pumps & Plumbing Supplies	6E747	Commercial Water Heater,120 gal.,480VAC	RHEEM-RUUD	$ 2,805.58
Pumps & Plumbing Supplies	6UT17	Commercial Water Heater,80 gal.,480VAC	RHEEM-RUUD	$ 1,231.67
Pumps & Plumbing Supplies	4NX11	Pump,Bilge,12 Vdc	RULE	$ 121.06
Pumps & Plumbing Supplies	4UN19	Pump,Diaphragm,12 Vdc	SHURFLO	$ 145.10
Pumps & Plumbing Supplies	2VED5	Automatic Flush Valve,Toilet,1.28 gpf	SLOAN	$ 376.39
Pumps & Plumbing Supplies	2XJ96	Diaphragm,Black Rubber	SLOAN	$ 4.73
Pumps & Plumbing Supplies	2XU10	White Relief Valve,Toilets	SLOAN	$ 5.02
Pumps & Plumbing Supplies	2XU12	Inside Cover,Plastic	SLOAN	$ 6.00
Pumps & Plumbing Supplies	2XU17	Electronic Module,Toilets	SLOAN	$ 130.56
Pumps & Plumbing Supplies	2XU24	Sensor Repair Kit,Urinals	SLOAN	$ 166.66
Pumps & Plumbing Supplies	2XU25	Sensor Repair Kit,Toilets	SLOAN	$ 166.66
Pumps & Plumbing Supplies	2XU31	Control Stop Repair Kit,1 In	SLOAN	$ 8.60
Pumps & Plumbing Supplies	2XU56	Actuator Cartridge Assembly	SLOAN	$ 20.56
Pumps & Plumbing Supplies	4LW51	Repair Kit,Toilet,1.6 GPF	SLOAN	$ 19.46
Pumps & Plumbing Supplies	5P213	Repair Kit,Toilet,3.5 GPF	SLOAN	$ 14.07
Pumps & Plumbing Supplies	4NA11	Metering Pump, 5 GPD, 100 PSI	STENNER	$ 406.69
Pumps & Plumbing Supplies	4NA15	Metering Pump, 85 GPD, 25 PSI	STENNER	$ 400.02
Pumps & Plumbing Supplies	4NA19	Metering Pump, 40 GPD, 100 PSI	STENNER	$ 703.20
Pumps & Plumbing Supplies	38H468	Submersible Dewatering Pump,1 HP,115V	TSURUMI	$ 615.12
Pumps & Plumbing Supplies	6WY63	Pump,Submersible,12VDC	WARREN-RUPP	$ 1,080.76
Pumps & Plumbing Supplies	19T426	Sump Pump,1HP,1-1/2In NPT,50ft Max,PP	ZOELLER	$ 502.83
Pumps & Plumbing Supplies	2P547	Sump Pump,3/10HP,1-1/2In NPT,19ft Max,CI	ZOELLER	$ 122.43
Pumps & Plumbing Supplies	2P550	Sump Pump,1/2 HP,1-1/2In NPT,23ft Max,CI	ZOELLER	$ 178.59
Pumps & Plumbing Supplies	2P552	Submersible Sewage Pump,.5HP,115V,21.5ft	ZOELLER	$ 378.97
Pumps & Plumbing Supplies	4NW01	Sump Pump,1 HP,1-1/2In NPT,50ft Max,CI	ZOELLER	$ 434.76
Safety & Security Supplies	5PB36	Fire Barrier Self-Locking Pillow,9 In.	3M	$ 25.64
Safety & Security Supplies	2FTP4	Smoke and Carbon Monoxide Alarm	BRK	$ 53.84
Safety & Security Supplies	5KCY4	Carbon Monoxide Alarm,Electrochemical,9V	BRK	$ 23.71
Safety & Security Supplies	9CYC1	Spring Lock Seal,Plastic,Red,PK 100	BROOKS	$ 13.37
Safety & Security Supplies	13P893	Traffic Barrel,HDPE,41-1/2 In. H	CORTINA	$ 43.02
Safety & Security Supplies	1EKU4	Nonspike Safety Flares,20 min.,PK 72	CORTINA	$ 137.96
Safety & Security Supplies	26K984	Delineator Post,White,HDPE,36 In	CORTINA	$ 44.05

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Safety & Security Supplies	5MNZ2	Complete Confined Space Rescue System	DBI-SALA	$ 2,444.46
Safety & Security Supplies	3KN29	Drum Spill Cntnmnt Pallet,4 Drum,8k lb.	EAGLE	$ 262.94
Safety & Security Supplies	4TXY3	Proximity Card,Pk 100	ESSEX	$ 378.30
Safety & Security Supplies	2LBB4	Stair Chair,500 lb. Cap.,White	FERNO	$ 2,349.60
Safety & Security Supplies	1ZTA2	Ground Search Metal Detector,Plastic	GARRETT METAL DETECTORS	$ 250.36
Safety & Security Supplies	3AM69	Sports Drink Mix,Riptide Rush	GATORADE	$ 4.31
Safety & Security Supplies	3AP83	Sports Drink Mix,Fruit Punch	GATORADE	$ 3.45
Safety & Security Supplies	5T406	Sports Drink Mix,Orange	GATORADE	$ 4.31
Safety & Security Supplies	5T405	Sports Drink Mix,Lemon-Lime	GATORADE	$ 3.45
Safety & Security Supplies	1AZ97	Sports Drink Mix,Glacier Freeze	GATORADE	$ 3.45
Safety & Security Supplies	6FHA1	Traffic Cone,28In,Fluorescent Red/Orange	GRAINGER APPROVED VENDOR	$ 15.29
Safety & Security Supplies	3ZC45	Beverage Cooler,3 gal.,Yellow	IGLOO	$ 26.06
Safety & Security Supplies	5DDA9	Beverage Cooler,5 gal.,Yellow	IGLOO	$ 26.29
Safety & Security Supplies	6YG04	Beverage Cooler,2 gal.,Yellow	IGLOO	$ 19.31
Safety & Security Supplies	19T280	Flammable Safety Cabinet,28 Gal.,Yellow	JAMCO	$ 566.34
Safety & Security Supplies	5U742	Lock,Combination	KABA	$ 369.06
Safety & Security Supplies	1PGP7	Key Reel,48 In,Kevlar Cord,Belt Clip	KEY-BAK	$ 15.49
Safety & Security Supplies	5MPL7	Smoke Alarm,Ionization, Photoelectric,9V	KIDDE	$ 32.36
Safety & Security Supplies	6AJW7	Fire Extingshr,Dry Chemical,ABC,1A:10B:C	KIDDE	$ 25.16
Safety & Security Supplies	1HVL7	Proximity Access Lock,Chrome,Lever	LOCDOWN	$ 937.10
Safety & Security Supplies	1HVL8	Proximity Access Lock,Chrome,Lever	LOCDOWN	$ 977.02
Safety & Security Supplies	1A376	Padlock,KD,3/4 In H,4 Pin,Steel	MASTER LOCK	$ 7.62
Safety & Security Supplies	1A445	Padlock,KA,15/16 In H,4 Pin,Steel	MASTER LOCK	$ 9.54
Safety & Security Supplies	1D573	Padlock,Combination	MASTER LOCK	$ 4.84
Safety & Security Supplies	1U172	Padlock,Combination	MASTER LOCK	$ 17.43
Safety & Security Supplies	1U173	Padlock,Combination	MASTER LOCK	$ 19.12
Safety & Security Supplies	3HUC6	Padlock,KA,5/8 to 2 In H,Steel	MASTER LOCK	$ 7.59
Safety & Security Supplies	3HUJ4	Padlock,KA,2-1/2 In H,4 Pin,Steel,PK 3	MASTER LOCK	$ 26.12
Safety & Security Supplies	3LXU8	Padlock,KA,13/16 In H,Brass	MASTER LOCK	$ 5.16
Safety & Security Supplies	3T984	Padlock,KA,2-1/2 In H,4 Pin,Steel	MASTER LOCK	$ 9.97
Safety & Security Supplies	3UU68	Lock,Cable	MASTER LOCK	$ 23.41
Safety & Security Supplies	3AY80	Headset,Lightweight	MOTOROLA	$ 25.94
Safety & Security Supplies	5EMR3	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	MSA	$ 820.21

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Safety & Security Supplies	6RRA0	Multi-Gas Detector,4 Gas,-4 to 122F,LCD	MSA	$ 1,942.85
Safety & Security Supplies	5UYA9	Rescue Kit,Thrw Stick,Belt-Pack,Thrw Bag	MUSTANG SURVIVAL	$ 396.16
Safety & Security Supplies	3JJC6	Floor Stop Bollard,Yellow,36x5	NO BRAND NAME ASSIGNED	$ 112.60
Safety & Security Supplies	38X967	Articulating TV Arm,37-60 in,Wall,Black	PEERLESS	$ 323.79
Safety & Security Supplies	3RTV3	EMS Case,Orange,18.50 x 14.06 x 6.93 In	PELICAN	$ 188.45
Safety & Security Supplies	6T308	Door Release	RIXSON	$ 137.77
Safety & Security Supplies	5KZU9	Electromagnetic Lock	SECURITRON	$ 299.96
Safety & Security Supplies	1ZMC1	Indoor Color Camera,IR Dome	SPECO TECHNOLOGIES	$ 119.60
Safety & Security Supplies	3XHT2	Economy Post,PVC,Post Finish Black	TENSABARRIER	$ 92.49
Safety & Security Supplies	3YHL7	Indoor Post,Double Belt,Polished Chrome	TENSABARRIER	$ 224.00
Safety & Security Supplies	6NW01	Indoor Post,Black/White	TENSABARRIER	$ 138.96
Safety & Security Supplies	11Z089	Floor Marking Tape,Roll,2In W,100 ft. L	TOUGHSTRIPE	$ 39.45
Safety & Security Supplies	1HWL2	Exit Trim Add On,Chrome,Lever,12 Button	TRILOGY BY ALARM LOCK	$ 868.59
Safety & Security Supplies	2YJT1	Pull Tight Seal,12 x 43/64 In,HDPE,PK 50	TYDENBROOKS	$ 8.93
Safety & Security Supplies	20V767	Waterproof Two Way Radio,FRS/GMRS,PK 2	UNIDEN	$ 82.12
Safety & Security Supplies	1YNR7	Defibrillator,33-1/2 In. L,11-1/2 In. H	ZOLL	$ 1,702.19
Tools	44A877	Duffel Bag,Large,Water Resistant,Black	ARSENAL	$ 139.58
Tools	1ELK5	Magnetic Locator W/Power Line Indicator	CST/BERGER	$ 664.29
Tools	3XA25	Locator,Magnetic	CST/BERGER	$ 590.88
Tools	1VK69	Battery Pack,24V,NiCd,1.9A/hr.	DEWALT	$ 134.57
Tools	2AEU6	Cordless Drill/Driver Kit,18.0V,1/2 In.	DEWALT	$ 188.59
Tools	2AEW6	Battery Pack,18V,Li-Ion,2.2A/hr.	DEWALT	$ 120.80
Tools	6VEE3	Battery Pack,18V,NiCd,2.2A/hr.,PK 2	DEWALT	$ 127.62
Tools	6HD44	Abrsv Cut Whl,4-1/2 Dx0.045In T,7/8In AH	DEWALT	$ 0.86
Tools	1FEH2	Truck/Van Storage Drawer,48 Lx48 Wx13 H	JOBOX	$ 1,223.86
Tools	1MCE8	Jobsite Chest,48x24x27-3/4 In,Brown	JOBOX	$ 462.30
Tools	1MCF2	Jobsite Chest,72x24x27-3/4 In,Brown	JOBOX	$ 655.32
Tools	2VUY2	Jobsite Cabinet,60-1/8x30-1/4x60-3/4 In	JOBOX	$ 2,575.34
Tools	2UJY6	Measuring Wheel,3 Ft,Spoked,10000Ft	KESON	$ 60.84
Tools	2VZC1	Electricians Tool Set,Journyman,41-Piece	KLEIN TOOLS	$ 773.37
Tools	5AB52	Battery Pack,28V,Li-Ion,3A/hr.	MILWAUKEE	$ 136.59
Tools	42W882	Jointer, 3 HP,3/4 In	POWERMATIC	$ 6,805.33
Tools	19C273	Rolling Cabinet,57 x 25 x 43 In,Black	PROTO	$ 3,282.99

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Tools	1EZ18	Sectional Drain Cleaning Machine, 3/4 HP	RIDGID	$ 2,504.75
Tools	22XH23	Pressing Tool,1/2 to 2 In,18 Volts	RIDGID	$ 2,893.47
Tools	3Z748	Sectional Drain Cleaning Machine, 1/6 HP	RIDGID	$ 2,501.61
Tools	4Z249	Sectional Drain Cleaning Machine, 1/6 HP	RIDGID	$ 1,294.40
Tools	6YJ42	Pipe Superfreeze Unit	RIDGID	$ 2,785.95
Tools	2FDB7	Mobile Tool Chest,Rolling,50 Gallon	STANLEY	$ 77.43
Tools	5C949	Utility Blades,Heavy Duty,2 7/16 L,PK 5	STANLEY	$ 0.61
Tools	3VB10	Tool Set,Master,396pc	WESTWARD	$ 829.52
Tools	4PM18	Socket and Wrench Set,1/4",3/8",1/2" dr.	WESTWARD	$ 91.18
Welding	33V968	Self-Igniting Torch Kit 2-Piece	BERNZOMATIC	$ 29.66
Welding	33V971	Pencil Flame Torch Kit 7-Piece	BERNZOMATIC	$ 34.06
Welding	4NE96	Torch,Brazing	BERNZOMATIC	$ 54.63
Welding	5JC04	Duster,Economical,10oz	CHEMTRONICS	$ 13.36
Welding	3THF8	Brazing Rod,1/8x20,1190-1480 F,PK 7	HARRIS	$ 67.02
Welding	13Z853	Welder 145A DC,Generator,4500W,10 HP	HOBART	$ 1,955.02
Welding	12C101	.035, Innershield NR-211-MP, 10 lb. Spl.	LINCOLN ELECTRIC	$ 60.06
Welding	16A175	Bobcat 250 (kohler)	MILLER ELECTRIC	$ 4,260.39
Welding	19E308	Spectrum 375,20ft XT30C Torch	MILLER ELECTRIC	$ 1,310.62
Welding	2RTZ9	DC Stick Welder,Output 20-150A,OCV 15	MILLER ELECTRIC	$ 1,012.05
Welding	34C380	Welding Helmet,Digital Elite,Black	MILLER ELECTRIC	$ 284.01
Welding	4YPL6	MIG Welder,208/230V,OCV 34.5,1 Ph,1 Rack	MILLER ELECTRIC	$ 1,953.18
Welding	4YPL7	MIG Welder,208/230V,OCV 34.5,1 Ph,2 Rack	MILLER ELECTRIC	$ 2,867.42
Welding	5GVY8	Millermatic 140 Auto-Set (Machine)	MILLER ELECTRIC	$ 796.29
Welding	5GVZ1	Millermatic 211,Auto-Set w/ MVP and rack	MILLER ELECTRIC	$ 1,288.40
Welding	5GWF4	Arc Welders,Tweco, 208-230/400-460V	MILLER ELECTRIC	$ 2,299.50
Welding	5GWH3	TIG Welder,DC,120-230,1 PH,5-150A	MILLER ELECTRIC	$ 1,581.41
Welding	5GWP0	TIG Welder,DC,230-460,1 Or 3 PH,10-400A	MILLER ELECTRIC	$ 12,413.50
Welding	6DLX2	AC/DC,TIG Welder,150A at 16V,OVC 80	MILLER ELECTRIC	$ 2,051.26
Welding	3ELA8	Regulator,1 Stage,0-100 PSI,Corrosive	MILLER-SMITH	$ 651.77
Welding	5YAJ2	Fume Extractor,750 CFM,Portable	ROBOVENT	$ 3,636.44
Welding	3KNR2	WELDING BLANKET 6 FT WX10 FT L OLVG	STEINER	$ 61.02
Welding	5ECE2	Welding/Cutting Kit,O2/Acetylene,15-510	VICTOR	$ 745.19
Welding	5ECE4	Welding/Cutting Kit,O2/Acetylene,15-510	VICTOR	$ 932.02
Welding	5KJ43	Handle,Torch	VICTOR	$ 264.62

2015 CORE MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 MEMBER PRICE
Welding	4Z764	Gun,Soldering,260 W	WELLER	$ 89.22
Welding	2UPW7	Welding Positioner,Vertical Load 90 lbs	WESTWARD	$ 1,458.41
Welding	1UYG8	Plumbing Solder,Dia 0.118 In,1lb	WORTHINGTON	$ 50.29
Welding	2YMW6	Disposable Fuel Cylinder,MAP-Pro,14.1 oz	WORTHINGTON CYLINDERS	$ 12.67
Welding	5UX34	Disposable Fuel Cylinder,Propane,14.1 oz	WORTHINGTON CYLINDERS	$ 8.82

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	1E043	Incandescent Light Bulb,A15,30W	GE LIGHTING	$ 0.88
Lamps & Ballasts	1E295	Incandescent Reflector Lamp,R40,250W	GE LIGHTING	$ 8.68
Lamps & Ballasts	13X835	Ceramic Metal Halide Lamp,ED28,250W	GE LIGHTING	$ 43.67
Lamps & Ballasts	14H643	LED Floodlight,PAR38,3000K,Warm	GE LIGHTING	$ 35.71
Lamps & Ballasts	14H644	LED Floodlight,PAR38,3000K,Warm	GE LIGHTING	$ 35.71
Lamps & Ballasts	14H646	LED Floodlight,PAR38,3000K,Warm	GE LIGHTING	$ 35.71
Lamps & Ballasts	14H647	LED Floodlight,PAR38,2700K,Soft White	GE LIGHTING	$ 35.71
Lamps & Ballasts	14H648	LED Floodlight,PAR38,2700K,Warm	GE LIGHTING	$ 35.71
Lamps & Ballasts	14H649	LED Floodlight,PAR30,3000K,Warm	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H650	LED Floodlight,PAR30,3000K,Warm	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H651	LED Floodlight,PAR30,2700K,Soft White	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H652	LED Floodlight,PAR30,2700K,Soft White	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H653	LED Floodlight,PAR30,3000K,Warm	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H654	LED Floodlight,PAR30,3000K,Warm	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H655	LED Floodlight,PAR30,2700K,Soft White	GE LIGHTING	$ 34.52
Lamps & Ballasts	14H656	LED Floodlight,PAR30,2700K,Soft White	GE LIGHTING	$ 34.52
Lamps & Ballasts	15X337	LED Spotlight,PAR20,3000K,Warm	GE LIGHTING	$ 23.80
Lamps & Ballasts	15X338	LED Spotlight,PAR20,2700K,Soft White	GE LIGHTING	$ 23.80
Lamps & Ballasts	15X339	LED Spotlight,PAR20,2700K,Soft White	GE LIGHTING	$ 23.80
Lamps & Ballasts	15X340	LED Spotlight,PAR20,2700K,Soft White	GE LIGHTING	$ 23.80
Lamps & Ballasts	16X198	LED Spotlight,MR16,2700K,Soft White	GE LIGHTING	$ 26.19
Lamps & Ballasts	18L038	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.06
Lamps & Ballasts	18L039	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.06
Lamps & Ballasts	18L040	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.06
Lamps & Ballasts	18L041	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.57
Lamps & Ballasts	18L042	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.57
Lamps & Ballasts	18L043	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.57
Lamps & Ballasts	1C304	Miniature Lamp,909,4W,T5,6V	GE LIGHTING	$ 0.60
Lamps & Ballasts	1C514	Incandescent Light Bulb,CA10,25W	GE LIGHTING	$ 0.79
Lamps & Ballasts	1C736	Halogen Floodlight,MR11,20W	GE LIGHTING	$ 6.92
Lamps & Ballasts	1C886	Miniature Lamp,387,1W,T1 3/4,28V	GE LIGHTING	$ 0.58
Lamps & Ballasts	1CWV6	Incandescent Light Bulb,A19,25W	GE LIGHTING	$ 0.54
Lamps & Ballasts	1CWV9	Incandescent Light Bulb,A19,25W	GE LIGHTING	$ 0.48
Lamps & Ballasts	1CWY1	Incandescent Light Bulb,A19,25W	GE LIGHTING	$ 0.79
Lamps & Ballasts	1CWY4	Incandescent Light Bulb,A15,15W	GE LIGHTING	$ 0.93
Lamps & Ballasts	1CWY5	Incandescent Light Bulb,A19,25W	GE LIGHTING	$ 0.43

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	1CWY7	Incandescent Light Bulb,A21,50/100/150W	GE LIGHTING	$ 1.50
Lamps & Ballasts	1E337	Incandescent Light Bulb,B10,40W	GE LIGHTING	$ 0.43
Lamps & Ballasts	1E362	Halogen Light Bulb,T4,100W	GE LIGHTING	$ 12.93
Lamps & Ballasts	1E545	Incandescent Light Bulb,T6,15W	GE LIGHTING	$ 1.93
Lamps & Ballasts	1E674	Quartz Metal Halide Lamp,BD17,100W	GE LIGHTING	$ 17.25
Lamps & Ballasts	1E690	Quartz Metal Halide Lamp,BD17,150W	GE LIGHTING	$ 20.69
Lamps & Ballasts	1E694	Quartz Metal Halide Lamp,BD17,70W	GE LIGHTING	$ 14.79
Lamps & Ballasts	1E853	Miniature Incand. Bulb,120PSB,3W,T2,120V	GE LIGHTING	$ 0.89
Lamps & Ballasts	1E855	Mini Incand. Bulb,120MB,3W,T2 1/2,120V	GE LIGHTING	$ 0.60
Lamps & Ballasts	1F384	Incandescent Light Bulb,A21,150W	GE LIGHTING	$ 0.77
Lamps & Ballasts	1F398	Quartz Metal Halide Lamp,BD17,50W	GE LIGHTING	$ 25.08
Lamps & Ballasts	1G928	Halogen Sld Beam Floodlight,PAR38,250W	GE LIGHTING	$ 14.69
Lamps & Ballasts	1K325	Halogen Light Bulb,MR16,50W	GE LIGHTING	$ 8.05
Lamps & Ballasts	1K331	Halogen Light Bulb,MR16,35W	GE LIGHTING	$ 8.05
Lamps & Ballasts	1K341	Halogen Reflector Lamp,MR16,71W	GE LIGHTING	$ 4.62
Lamps & Ballasts	1K349	Halogen Light Bulb,MR16,50W	GE LIGHTING	$ 4.62
Lamps & Ballasts	1K355	Halogen Light Bulb,MR16,35W	GE LIGHTING	$ 4.62
Lamps & Ballasts	1K401	Incandescent Floodlight,BR30,65W	GE LIGHTING	$ 1.46
Lamps & Ballasts	1MM76	Incandescent Light Bulb,A15,40W	GE LIGHTING	$ 0.50
Lamps & Ballasts	1PGT1	Plug-In CFL,5W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 1.61
Lamps & Ballasts	1PGT2	Plug-In CFL,5W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 1.61
Lamps & Ballasts	1PGT3	Plug-In CFL,7W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 1.69
Lamps & Ballasts	1PGT4	Plug-In CFL,7W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 1.69
Lamps & Ballasts	1PGT5	Plug-In CFL,7W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 1.69
Lamps & Ballasts	1PGT6	Plug-In CFL,9W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 1.76
Lamps & Ballasts	1PGT7	Plug-In CFL,9W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 1.76
Lamps & Ballasts	1PGT8	Plug-In CFL,9W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 1.76
Lamps & Ballasts	1PGT9	Plug-In CFL,13W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 4.43
Lamps & Ballasts	1PGU5	Plug-In CFL,13W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 2.05
Lamps & Ballasts	1PGU6	Plug-In CFL,13W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 2.05
Lamps & Ballasts	1PGU7	Plug-In CFL,13W,Non-Dim,5000K,10,000 hr	GE LIGHTING	$ 2.05
Lamps & Ballasts	1PGU8	Plug-In CFL,13W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 2.05
Lamps & Ballasts	1PGU9	Plug-In CFL,13W,Non-Dim,3000K,10,000 hr	GE LIGHTING	$ 2.05
Lamps & Ballasts	1PGV3	Plug-In CFL,13W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 3.82
Lamps & Ballasts	1PGV5	Plug-In CFL,13W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 3.82
Lamps & Ballasts	1PGV6	Plug-In CFL,13W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 3.82

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	1PGW2	Plug-In CFL,13W,Dimmable,2700K	GE LIGHTING	$ 3.80
Lamps & Ballasts	1PGW3	Plug-In CFL,13W,Dimmable,3000K	GE LIGHTING	$ 3.80
Lamps & Ballasts	1PGW4	Plug-In CFL,13W,Dimmable,3500K	GE LIGHTING	$ 3.80
Lamps & Ballasts	1PGW5	Plug-In CFL,13W,Dimmable,4100K,12,000 hr	GE LIGHTING	$ 3.80
Lamps & Ballasts	1PGW6	Plug-In CFL,18W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 4.92
Lamps & Ballasts	1PGW7	Plug-In CFL,18W,Non-Dim,3000K,10,000 hr	GE LIGHTING	$ 4.92
Lamps & Ballasts	1PGW8	Plug-In CFL,18W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 4.92
Lamps & Ballasts	1PGX1	Plug-In CFL,18W,Dimmable,2700K,12,000 hr	GE LIGHTING	$ 6.68
Lamps & Ballasts	1PGX3	Plug-In CFL,18W,Dimmable,3500K	GE LIGHTING	$ 6.68
Lamps & Ballasts	1PGX4	Plug-In CFL,18W,Dimmable,4100K	GE LIGHTING	$ 6.68
Lamps & Ballasts	1PGX8	Plug-In CFL,26W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 8.19
Lamps & Ballasts	1PGX9	Plug-In CFL,26W,Non-Dim,2700K,10,000 hr	GE LIGHTING	$ 4.37
Lamps & Ballasts	1PGY2	Plug-In CFL,26W,Non-Dim,3500K,10,000 hr	GE LIGHTING	$ 4.37
Lamps & Ballasts	1PGY3	Plug-In CFL,26W,Non-Dim,4100K,10,000 hr	GE LIGHTING	$ 4.37
Lamps & Ballasts	1PGY4	Plug-In CFL,26W,Dimmable,2700K,17,000 hr	GE LIGHTING	$ 4.79
Lamps & Ballasts	1PGY5	Plug-In CFL,26W,Dimmable,3000K,17,000 hr	GE LIGHTING	$ 4.79
Lamps & Ballasts	1PGY6	Plug-In CFL,26W,Dimmable,3500K,17,000 hr	GE LIGHTING	$ 4.79
Lamps & Ballasts	1PGY7	Plug-In CFL,26W,Dimmable,4100K,17,000 hr	GE LIGHTING	$ 4.79
Lamps & Ballasts	1PGZ7	Plug-In CFL,26W,Dimmable,2700K,17,000 hr	GE LIGHTING	$ 5.37
Lamps & Ballasts	1PGZ9	Plug-In CFL,26W,Dimmable,3500K,17,000 hr	GE LIGHTING	$ 5.37
Lamps & Ballasts	1PHA1	Plug-In CFL,26W,Dimmable,4100K,17,000 hr	GE LIGHTING	$ 5.37
Lamps & Ballasts	1PHA3	Plug-In CFL,32W,Dimmable,3000K,17,000 hr	GE LIGHTING	$ 5.43
Lamps & Ballasts	1PHA4	Plug-In CFL,32W,Dimmable,3500K,17,000 hr	GE LIGHTING	$ 5.43
Lamps & Ballasts	1PHA5	Plug-In CFL,32W,Dimmable,4100K,17,000 hr	GE LIGHTING	$ 5.43
Lamps & Ballasts	1PHA7	Plug-In CFL,42W,Dimmable,3000K,17,000 hr	GE LIGHTING	$ 6.23
Lamps & Ballasts	1PHA8	Plug-In CFL,42W,Dimmable,3500K,17,000 hr	GE LIGHTING	$ 6.23
Lamps & Ballasts	1PHA9	Plug-In CFL,42W,Dimmable,4100K,17,000 hr	GE LIGHTING	$ 6.23
Lamps & Ballasts	1TGJ2	Screw-In CFL,Non-Dimmable,2700K,13W	GE LIGHTING	$ 3.83
Lamps & Ballasts	1TGK2	Screw-In CFL,Non-Dimmable,2700K,15W	GE LIGHTING	$ 8.04
Lamps & Ballasts	1TGK4	Screw-In CFL,Non-Dimmable,2700K,20W	GE LIGHTING	$ 9.46
Lamps & Ballasts	1TGK5	Screw-In CFL,Non-Dimmable,10,000 hr.,20W	GE LIGHTING	$ 9.65
Lamps & Ballasts	1V173	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 1.27
Lamps & Ballasts	1V776	Circular Fluorescent Lamp,T9,4100K,12 In	GE LIGHTING	$ 3.61
Lamps & Ballasts	1V860	Circular Fluorescent Lamp,T9,4100K,8 In	GE LIGHTING	$ 4.81
Lamps & Ballasts	1V880	Circular Fluorescent Lamp,T9,4100K,16 In	GE LIGHTING	$ 11.27
Lamps & Ballasts	1X562	Plug-In CFL,40W,Dimmable,5000K,20,000 hr	GE LIGHTING	$ 6.60

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	22EM04	CFL,15W,R30,Med,Dim	GE LIGHTING	$ 9.25
Lamps & Ballasts	22MW70	LED Lamp,G25,E12,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	22MW71	LED Lamp,G16.5,E12,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	22MW76	LED Lamp,G25,E26,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	22MW77	LED Lamp,G25,E26,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	22MW84	LED Lamp,MR16,GU5.3,7W,3000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW85	LED Lamp,MR16,GU5.3,7W,3000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW86	LED Lamp,MR16,GU5.3,7W,3000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW87	LED Lamp,MR16,GU5.3,7W,2700K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW88	LED Lamp,MR16,GU5.3,7W,2700K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW89	LED Lamp,MR16,GU5.3,7W,2700K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW90	LED Lamp,MR16,GU5.3,7W,4000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW91	LED Lamp,MR16,GU5.3,7W,4000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW92	LED Lamp,MR16,GU5.3,7W,4000K	GE LIGHTING	$ 25.69
Lamps & Ballasts	22MW97	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MW98	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MW99	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX01	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX02	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX03	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX04	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX05	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX06	LED Lamp,PAR38,E26,12W,3000K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX07	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX08	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX09	LED Lamp,PAR38,E26,12W,2700K	GE LIGHTING	$ 47.62
Lamps & Ballasts	22MX10	LED Lamp,A15,E26,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	22MX11	LED Lamp,A15,E26,4.5W,2700K	GE LIGHTING	$ 16.96
Lamps & Ballasts	24W602	Fluorescent Lamp,T12,Very Cool,5000K	GE LIGHTING	$ 10.00
Lamps & Ballasts	26CT25	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 24.88
Lamps & Ballasts	29UY21	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 4.75
Lamps & Ballasts	29UY22	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 4.75
Lamps & Ballasts	29UY23	Fluorescent Linear Lamp,T8,V Cool,5000K	GE LIGHTING	$ 4.75
Lamps & Ballasts	29UY24	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 5.83
Lamps & Ballasts	29UY25	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 5.83
Lamps & Ballasts	29UY26	Fluorescent Linear Lamp,T8,V Cool,5000K	GE LIGHTING	$ 5.83

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	2DCX1	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 19.25
Lamps & Ballasts	2DDA5	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 21.07
Lamps & Ballasts	2DZY7	Halogen Floodlight,MR16,50W	GE LIGHTING	$ 5.64
Lamps & Ballasts	2EAF8	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 8.15
Lamps & Ballasts	2EAH5	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 9.13
Lamps & Ballasts	2ETR7	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.76
Lamps & Ballasts	2ETR8	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.72
Lamps & Ballasts	2ETR9	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.76
Lamps & Ballasts	2ETT3	U-Shaped Fluorescent Lamp,T8,4100K,Cool	GE LIGHTING	$ 7.92
Lamps & Ballasts	2ETT8	U-Shaped Fluorescent Lamp,Neutral,3500K	GE LIGHTING	$ 10.12
Lamps & Ballasts	2ETT9	U-Shaped Fluorescent Lamp,Cool,4100K	GE LIGHTING	$ 10.12
Lamps & Ballasts	2ETU2	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 2.95
Lamps & Ballasts	2ETU3	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.96
Lamps & Ballasts	2ETU4	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.52
Lamps & Ballasts	2ETV7	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.30
Lamps & Ballasts	2ETV8	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.45
Lamps & Ballasts	2ETV9	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.30
Lamps & Ballasts	2F033	Incandescent Floodlight,BR30,65W	GE LIGHTING	$ 3.50
Lamps & Ballasts	2F043	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 4.00
Lamps & Ballasts	2F214	Incandescent Floodlight,BR30,65W	GE LIGHTING	$ 1.52
Lamps & Ballasts	2F218	Incandescent Floodlight,BR40,65W	GE LIGHTING	$ 2.44
Lamps & Ballasts	2F522	Miniature Halogen Bulb,T3,20W,12V	GE LIGHTING	$ 4.43
Lamps & Ballasts	2FPJ1	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 22.95
Lamps & Ballasts	2FPJ2	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 19.25
Lamps & Ballasts	2FPJ3	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 21.07
Lamps & Ballasts	2FPJ4	Electronic Ballast,T8 Lamps,120 to 277V	GE LIGHTING	$ 22.95
Lamps & Ballasts	2NJ81	Screw-In CFL,Non-Dimmable,2700K,16W	GE LIGHTING	$ 7.37
Lamps & Ballasts	2NJ87	Screw-In CFL,Non-Dimmable,2700K,120V	GE LIGHTING	$ 3.99
Lamps & Ballasts	2NJ88	Screw-In CFL,Non-Dimmable,2700K,20V	GE LIGHTING	$ 3.86
Lamps & Ballasts	2PLK1	Incandescent Light Bulb,A19,100/89W	GE LIGHTING	$ 1.56
Lamps & Ballasts	2PLK2	Incandescent Light Bulb,A19,60/53W	GE LIGHTING	$ 1.74
Lamps & Ballasts	2PLK3	Incandescent Light Bulb,A19,75/67W	GE LIGHTING	$ 1.07
Lamps & Ballasts	2PLK5	Incandescent Light Bulb,PS25,150/133W	GE LIGHTING	$ 4.46
Lamps & Ballasts	2V235	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 1.46
Lamps & Ballasts	2V265	Halogen Light Bulb,T4,250W	GE LIGHTING	$ 9.63
Lamps & Ballasts	2V266	Halogen Reflector Lamp,T4,500W	GE LIGHTING	$ 24.80

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	2V294	Incand Reflector Heat Lamp,R40,250W	GE LIGHTING	$ 7.81
Lamps & Ballasts	2V384	Halogen Light Bulb,T3,500W	GE LIGHTING	$ 3.80
Lamps & Ballasts	2V393	Incandescent Light Bulb,A21,100W	GE LIGHTING	$ 2.89
Lamps & Ballasts	2V529	Halogen Light Bulb,T2 1/2,300W	GE LIGHTING	$ 3.23
Lamps & Ballasts	2V561	Incandescent Spotlight,R20,30W	GE LIGHTING	$ 2.83
Lamps & Ballasts	2V618	Halogen Light Bulb,T3,1500W	GE LIGHTING	$ 8.89
Lamps & Ballasts	2V632	High Pressure Sodium Lamp,B17,70W	GE LIGHTING	$ 10.27
Lamps & Ballasts	2V657	High Pressure Sodium Lamp,B17,50W	GE LIGHTING	$ 12.74
Lamps & Ballasts	2V658	Quartz Metal Halide Lamp,ED37,400W	GE LIGHTING	$ 10.96
Lamps & Ballasts	2V659	Quartz Metal Halide Lamp,BT56,1000W	GE LIGHTING	$ 23.29
Lamps & Ballasts	2V661	Incandescent Spotlight,ER30,50W	GE LIGHTING	$ 3.48
Lamps & Ballasts	2V702	Halogen Light Bulb,T4,150W	GE LIGHTING	$ 12.94
Lamps & Ballasts	2V712	Quartz Metal Halide Lamp,ED28,250W	GE LIGHTING	$ 10.96
Lamps & Ballasts	2V713	High Pressure Sodium Lamp,B17,150W	GE LIGHTING	$ 12.74
Lamps & Ballasts	2V754	High Pressure Sodium Lamp,E25,1000W	GE LIGHTING	$ 37.56
Lamps & Ballasts	2V805	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 3.24
Lamps & Ballasts	2V806	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 1.54
Lamps & Ballasts	2VAD4	High Pressure Sodium Lamp,ED23.5,70W	GE LIGHTING	$ 11.88
Lamps & Ballasts	2VAD5	High Pressure Sodium Lamp,ED23.5,100W	GE LIGHTING	$ 10.24
Lamps & Ballasts	2VAD7	High Pressure Sodium Lamp,ED23.5,150W	GE LIGHTING	$ 10.24
Lamps & Ballasts	2VEW7	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 11.23
Lamps & Ballasts	2VEW8	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 11.09
Lamps & Ballasts	2VEW9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 10.02
Lamps & Ballasts	2XKW1	CFL Ballast,Electronic,39W,120/277V	GE LIGHTING	$ 23.50
Lamps & Ballasts	30C506	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 1.99
Lamps & Ballasts	34J749	LED A19 Locking Device,PK6	GE LIGHTING	$ 2.06
Lamps & Ballasts	34J756	LED PAR38,14W,Med, 3000K, 25D	GE LIGHTING	$ 47.62
Lamps & Ballasts	34J757	LED PAR38,14W,Med, 3000K, 40D	GE LIGHTING	$ 47.62
Lamps & Ballasts	34J758	LED PAR38,14W,Med, 2700K, 25D	GE LIGHTING	$ 47.62
Lamps & Ballasts	34J759	LED PAR38,14W,Med, 2700K, 40D	GE LIGHTING	$ 47.62
Lamps & Ballasts	34J761	LED S14, 3W, Med, 3000K, Clear, I/O	GE LIGHTING	$ 11.90
Lamps & Ballasts	36H780	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.39
Lamps & Ballasts	36J681	LED Lamp, MR16, 4W,3000K,25D	GE LIGHTING	$ 17.86
Lamps & Ballasts	36J682	LED Lamp,MR16, 4W,3000K,35D	GE LIGHTING	$ 17.86
Lamps & Ballasts	36M959	LED Reflector,CA,2W,Med,3000K, I/O,Clear	GE LIGHTING	$ 11.51
Lamps & Ballasts	36M960	LED Reflector,2W,Cand,3000K, I/O,Clear	GE LIGHTING	$ 11.51

2015 LIGHTING MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	36M961	LED Reflector,CA,2W,Med, I/O,Frost	GE LIGHTING	$ 13.68
Lamps & Ballasts	36M962	LED Reflector,CA,2W,Cand, I/O,Frost	GE LIGHTING	$ 13.68
Lamps & Ballasts	36M963	LED Reflector,S14,2W,Med, I/O,Frost	GE LIGHTING	$ 13.04
Lamps & Ballasts	36M964	LED Reflector,S14,2W,Med,I/O,Clear	GE LIGHTING	$ 13.04
Lamps & Ballasts	36M965	LED Reflector,S14,3W,Med,I/O,Clear	GE LIGHTING	$ 11.90
Lamps & Ballasts	36M966	LED Reflector,S14,3W,Med, I/O,Frost	GE LIGHTING	$ 11.90
Lamps & Ballasts	36M967	LED Reflector,MR16,7W,GU5.3,4000K,15D	GE LIGHTING	$ 25.69
Lamps & Ballasts	36M968	LED Reflector,MR16,7W,GU5.3,4000K,25D	GE LIGHTING	$ 25.69
Lamps & Ballasts	36M972	LED Reflector,PAR30,12W,Med,2700K,25D	GE LIGHTING	$ 34.52
Lamps & Ballasts	36M973	LED Reflector,PAR30,12W,Med,2700K,15D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M974	LED Reflector,PAR30,12W,Med,2700K,25D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M975	LED Reflector,PAR30,12W,Med,2700K,40D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M976	LED Reflector,PAR30,12W,Med,3000K,15D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M977	LED Reflector,PAR30,12W,Med,3000K,25D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M978	LED Reflector,PAR30,12W,Med,3000K,40D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M979	LED Reflector,PAR30,12W,Med,3000K,25D	GE LIGHTING	$ 34.52
Lamps & Ballasts	36M980	LED Reflector,PAR30L,12W,Med,2700K,15D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M982	LED Reflector,PAR30L,12W,Med,2700K,40D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M983	LED Reflector,PAR30L,12W,Med,3000K,15D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M984	LED Reflector,PAR30L,12W,Med,3000K,25D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M985	LED Reflector,PAR30L,12W,Med,3000K,40D	GE LIGHTING	$ 42.86
Lamps & Ballasts	36M989	LED Reflector,PAR38,18W,Med,3000K,15D	GE LIGHTING	$ 55.36
Lamps & Ballasts	36M990	LED Reflector,PAR38,18W,Med,3000K,25D	GE LIGHTING	$ 55.36
Lamps & Ballasts	36M991	LED Reflector,PAR38,18W,Med,3000K,40D	GE LIGHTING	$ 55.36
Lamps & Ballasts	36M993	LED Reflector,PAR38,18W,Med,2700K,25D	GE LIGHTING	$ 55.36
Lamps & Ballasts	36M994	LED Reflector,PAR38,18W,Med,2700K,40D	GE LIGHTING	$ 53.36
Lamps & Ballasts	38L993	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 8.23
Lamps & Ballasts	39P419	Halogen Light Bulb,PAR20,E26,30 Degrees	GE LIGHTING	$ 11.20
Lamps & Ballasts	39P428	Halogen Light Bulb,PAR20,E26,25 Degrees	GE LIGHTING	$ 3.81
Lamps & Ballasts	3AJ83	Screw-In CFL,T3,Non-Dimmable,2700K	GE LIGHTING	$ 2.74
Lamps & Ballasts	3APT4	High Pressure Sodium Lamp,ED18,200W	GE LIGHTING	$ 16.11
Lamps & Ballasts	3APT5	High Pressure Sodium Lamp,ED18,250W	GE LIGHTING	$ 10.15
Lamps & Ballasts	3APT6	High Pressure Sodium Lamp,ED18,400W	GE LIGHTING	$ 10.15
Lamps & Ballasts	3CA62	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.52
Lamps & Ballasts	3CA64	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.52
Lamps & Ballasts	3CB72	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 17.56

2015 LIGHTING MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	3DXR6	Incandescent Light Bulb,A19,75W	GE LIGHTING	$ 4.62
Lamps & Ballasts	3DY15	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	$ 3.39
Lamps & Ballasts	3JJ79	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	$ 1.91
Lamps & Ballasts	3JK14	Fluorescent Lamp,T12,Daylight,6500K	GE LIGHTING	$ 6.68
Lamps & Ballasts	3JK22	Incandescent Spotlight,R20,45W	GE LIGHTING	$ 3.29
Lamps & Ballasts	3JK41	Quartz Metal Halide Lamp,BT37,1000W	GE LIGHTING	$ 47.45
Lamps & Ballasts	3V256	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 11.39
Lamps & Ballasts	3V348	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 6.27
Lamps & Ballasts	3V374	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 11.77
Lamps & Ballasts	3V403	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 6.37
Lamps & Ballasts	3V438	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 4.88
Lamps & Ballasts	3V443	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 4.43
Lamps & Ballasts	3V979	U-Shaped Fluorescent Lamp,3500K,T8	GE LIGHTING	$ 7.02
Lamps & Ballasts	3V980	U-Shaped Fluorescent Lamp,T8,4100K,Cool	GE LIGHTING	$ 7.02
Lamps & Ballasts	3VA53	Incandescent Light Bulb,A15,40W,PK2	GE LIGHTING	$ 4.12
Lamps & Ballasts	3VK11	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 1.82
Lamps & Ballasts	40D413	CFL Lamp, 26W,CFL,R40,Med,2700K, Dim	GE LIGHTING	$ 13.48
Lamps & Ballasts	40D434	LED Lamp,BR30,10W,Med,2700K,Dim	GE LIGHTING	$ 26.61
Lamps & Ballasts	40D435	LED Lamp,BR30,10W,Med,3000K, Dim	GE LIGHTING	$ 26.61
Lamps & Ballasts	40D438	LED Lamp,PAR38,26W,Med,3000K,12D,Dim	GE LIGHTING	$ 53.54
Lamps & Ballasts	40D439	LED Lamp,PAR38,26W,Med,3000K,25D,Dim	GE LIGHTING	$ 53.54
Lamps & Ballasts	40D440	LED Lamp,PAR38,26W,Med,3000K,40D,Dim	GE LIGHTING	$ 53.54
Lamps & Ballasts	40D441	LED Lamp,PAR38,20W,Med,3000K,12D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D442	LED Lamp,PAR38,20W,Med,3000K,25D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D443	LED Lamp,PAR38,20W,Med,3000K,40D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D445	LED Lamp,PAR38,20W,Med,2700K,25D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D446	LED Lamp,PAR38,20W,Med,2700K,40D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D448	LED Lamp,PAR38,20W,Med,4000K,25D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	40D449	LED Lamp,PAR38,20W,Med,4000K,40D,Dim	GE LIGHTING	$ 40.48
Lamps & Ballasts	46F238	LED Lamp,PAR30,12W,Med,4000K,20D,Dim	GE LIGHTING	$ 47.02
Lamps & Ballasts	46F239	LED Lamp,PAR30,12W,Med,4000K,35D,Dim	GE LIGHTING	$ 47.02
Lamps & Ballasts	46F241	LED Lamp,Candle,2W,E12,2700K,Clear	GE LIGHTING	$ 15.46
Lamps & Ballasts	46F242	Frosted LED Lamp,Candle,2W,E12,2700K	GE LIGHTING	$ 15.46
Lamps & Ballasts	46F243	Clear LED Lamp,Candle,2W,E26,2700K	GE LIGHTING	$ 15.46
Lamps & Ballasts	46F244	LED Lamp,Candle,2W,Med,2700K	GE LIGHTING	$ 15.46
Lamps & Ballasts	46F247	LED Lamp,PAR38,26W,Med,4000K,40D	GE LIGHTING	$ 53.54

2015 LIGHTING MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	46F249	LED Lamp,PAR30,12W,Med,2700K,25D	GE LIGHTING	$ 34.52
Lamps & Ballasts	46F250	LED Lamp,PAR30,12W,Med,2700K,20D	GE LIGHTING	$ 33.39
Lamps & Ballasts	46T417	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 3.96
Lamps & Ballasts	46T425	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 6.88
Lamps & Ballasts	4DZV6	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 17.56
Lamps & Ballasts	4GZL1	LED Spotlight,MR16,5000K,Very Cool	GE LIGHTING	$ 9.20
Lamps & Ballasts	4HY86	U-Shaped Fluorescent Lamp,T8,4100K	GE LIGHTING	$ 7.02
Lamps & Ballasts	4LV92	Halogen Floodlight,MR16,20W	GE LIGHTING	$ 1.76
Lamps & Ballasts	4LV94	Halogen Floodlight,MR16,50W	GE LIGHTING	$ 2.68
Lamps & Ballasts	4PL09	Incandescent Floodlight,PAR38,150W	GE LIGHTING	$ 6.13
Lamps & Ballasts	4PL14	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	$ 1.85
Lamps & Ballasts	4PL15	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 1.69
Lamps & Ballasts	4PL16	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 1.63
Lamps & Ballasts	4PRW6	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 13.86
Lamps & Ballasts	4PRW9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 13.58
Lamps & Ballasts	4PRX1	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 13.58
Lamps & Ballasts	4PRX3	Electronic Ballast,T12 Lamps,120/277V	GE LIGHTING	$ 14.63
Lamps & Ballasts	4PRX4	Electronic Ballast,T12 Lamps,120/277V	GE LIGHTING	$ 27.19
Lamps & Ballasts	4V414	Incandescent Light Bulb,G25,40W	GE LIGHTING	$ 1.39
Lamps & Ballasts	4V422	Incandescent Light Bulb,G25,25W	GE LIGHTING	$ 1.06
Lamps & Ballasts	4V439	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 5.48
Lamps & Ballasts	4V442	Incandescent Light Bulb,S6,6W	GE LIGHTING	$ 0.43
Lamps & Ballasts	4V443	Incandescent Light Bulb,S6,6W	GE LIGHTING	$ 0.75
Lamps & Ballasts	4V450	Incandescent Light Bulb,T6,15W	GE LIGHTING	$ 1.85
Lamps & Ballasts	4V461	Incandescent Light Bulb,T10,25W	GE LIGHTING	$ 1.65
Lamps & Ballasts	4V479	Incandescent Light Bulb,T6 1/2,20W	GE LIGHTING	$ 1.56
Lamps & Ballasts	4V483	Halogen Light Bulb,T4,250W	GE LIGHTING	$ 17.46
Lamps & Ballasts	4V484	Quartz Metal Halide Lamp,BT56,1500W	GE LIGHTING	$ 58.94
Lamps & Ballasts	4V529	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 10.75
Lamps & Ballasts	4V550	Quartz Metal Halide Lamp,ED28,175W	GE LIGHTING	$ 10.96
Lamps & Ballasts	4V604	High Pressure Sodium Lamp,B17,100W	GE LIGHTING	$ 12.74
Lamps & Ballasts	4V746	Incandescent Light Bulb,S6,3W	GE LIGHTING	$ 1.25
Lamps & Ballasts	4V940	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 10.30
Lamps & Ballasts	4V954	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 7.76
Lamps & Ballasts	4VC26	Plug-In CFL,40W,Dimmable,3500K,20,000 hr	GE LIGHTING	$ 6.60
Lamps & Ballasts	4VC27	Plug-In CFL,40W,Dimmable,4100K,20,000 hr	GE LIGHTING	$ 6.60

2015 LIGHTING MARKET BASKET PRICING

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	4WW55	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	$ 2.51
Lamps & Ballasts	4WW56	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 2.51
Lamps & Ballasts	4WW57	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.51
Lamps & Ballasts	4WX01	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 9.11
Lamps & Ballasts	4WX02	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 6.94
Lamps & Ballasts	4WX07	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 9.11
Lamps & Ballasts	4ZY28	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.39
Lamps & Ballasts	4ZY29	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.39
Lamps & Ballasts	4ZY32	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.39
Lamps & Ballasts	4ZY35	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 5.15
Lamps & Ballasts	4ZY36	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.39
Lamps & Ballasts	4ZY40	Fluorescent Lamp,T8,Very Cool,5000K	GE LIGHTING	$ 3.52
Lamps & Ballasts	5AE13	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	$ 5.17
Lamps & Ballasts	5AE16	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	$ 4.94
Lamps & Ballasts	5AE17	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 4.94
Lamps & Ballasts	5AE19	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	$ 5.05
Lamps & Ballasts	5AE20	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 5.05
Lamps & Ballasts	5AE25	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	$ 5.51
Lamps & Ballasts	5AE26	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 5.51
Lamps & Ballasts	5AE33	Fluorescent Linear Lamp,T5,Warm,3000K	GE LIGHTING	$ 5.20
Lamps & Ballasts	5AE34	Fluorescent Linear Lamp,T5,Neutral,3500K	GE LIGHTING	$ 5.20
Lamps & Ballasts	5AE35	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 5.20
Lamps & Ballasts	5GVC0	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 13.87
Lamps & Ballasts	5GVC1	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 13.87
Lamps & Ballasts	5GVC2	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 18.64
Lamps & Ballasts	5GVC3	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 15.18
Lamps & Ballasts	5GVC4	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 15.18
Lamps & Ballasts	5HB92	Ceramic Metal Halide Lamp,ED17,70W	GE LIGHTING	$ 30.05
Lamps & Ballasts	5LB99	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 24.58
Lamps & Ballasts	5LE10	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 25.87
Lamps & Ballasts	5TB64	Fluorescent Linear Lamp,T5,Cool,4100K	GE LIGHTING	$ 10.99
Lamps & Ballasts	5V123	Incandescent Sealed Beam Lamp,PAR56,200W	GE LIGHTING	$ 21.42
Lamps & Ballasts	5V141	Incandescent Light Bulb,C7,7W	GE LIGHTING	$ 0.56
Lamps & Ballasts	5V142	Incandescent Light Bulb,S11,7.5W	GE LIGHTING	$ 1.01
Lamps & Ballasts	5V305	Incandescent Light Bulb,T10,30W	GE LIGHTING	$ 15.81
Lamps & Ballasts	5V310	Incandescent Light Bulb,A19,50W	GE LIGHTING	$ 2.92

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CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	5V508	Fluorescent Lamp,T8,Daylight,6500K	GE LIGHTING	$ 10.12
Lamps & Ballasts	5V531	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 7.96
Lamps & Ballasts	5V658	Quartz Metal Halide Lamp,ED28,400W	GE LIGHTING	$ 23.93
Lamps & Ballasts	5V691	Quartz Metal Halide Lamp,ED28,175W	GE LIGHTING	$ 14.23
Lamps & Ballasts	5V755	Incandescent Light Bulb,A15,40W	GE LIGHTING	$ 0.57
Lamps & Ballasts	5V806	High Pressure Sodium Lamp,B17,150W	GE LIGHTING	$ 18.49
Lamps & Ballasts	5V922	Incandescent Light Bulb,A21,200W	GE LIGHTING	$ 2.49
Lamps & Ballasts	5XN40	High Pressure Sodium Lamp,ED18,400W	GE LIGHTING	$ 21.33
Lamps & Ballasts	5XP18	Fluorescent Linear Lamp,T12,Warm,3000K	GE LIGHTING	$ 24.05
Lamps & Ballasts	5XP33	Halogen Floodlight,PAR16,60W	GE LIGHTING	$ 12.14
Lamps & Ballasts	6DGK9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 17.61
Lamps & Ballasts	6LY95	Screw-In CFL,Non-Dimmable,2700K,42W	GE LIGHTING	$ 9.45
Lamps & Ballasts	6NB14	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 1.38
Lamps & Ballasts	6NB36	Fluorescent Lamp,T12,Very Cool,5000K	GE LIGHTING	$ 3.14
Lamps & Ballasts	6NB37	Fluorescent Lamp,T12,Daylight,6500K	GE LIGHTING	$ 1.90
Lamps & Ballasts	6V066	Plug-In CFL,39W,Dimmable,3500K,12,000 hr	GE LIGHTING	$ 8.92
Lamps & Ballasts	6V119	Fluorescent Lamp,T5,Blacklight Blue	GE LIGHTING	$ 10.71
Lamps & Ballasts	6V719	Fluorescent Linear Lamp,T12,Cool,4100K	GE LIGHTING	$ 10.06
Lamps & Ballasts	6V749	Quartz Metal Halide Lamp,BD17,100W	GE LIGHTING	$ 20.26
Lamps & Ballasts	6V751	Quartz Metal Halide Lamp,BD17,175W	GE LIGHTING	$ 14.00
Lamps & Ballasts	6VF17	Miniature Lamp,755,T3 1/4,6.3V	GE LIGHTING	$ 0.39
Lamps & Ballasts	6VF87	Miniature Lamp,1819,1W,T3 1/4,28V	GE LIGHTING	$ 0.56
Lamps & Ballasts	6VF93	Miniature Lamp,1835,3W,T3 1/4,55V	GE LIGHTING	$ 2.08
Lamps & Ballasts	6WXE9	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 17.61
Lamps & Ballasts	6WXF0	Electronic Ballast,T8 Lamps,120/277V	GE LIGHTING	$ 20.33
Lamps & Ballasts	6XT69	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 7.12
Lamps & Ballasts	6XT70	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 7.12
Lamps & Ballasts	6XT95	Fluorescent Linear Lamp,T8,Warm,3000K	GE LIGHTING	$ 2.61
Lamps & Ballasts	6XT97	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 2.61
Lamps & Ballasts	6XT98	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 3.04
Lamps & Ballasts	6XT99	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.61
Lamps & Ballasts	6XV01	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.04
Lamps & Ballasts	6XV04	Fluorescent Linear Lamp,T8,Neutral,3500K	GE LIGHTING	$ 2.61
Lamps & Ballasts	6XV06	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.61
Lamps & Ballasts	6XV07	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 3.04
Lamps & Ballasts	6XWJ5	LED Floodlight,PAR30,3000K,Warm	GE LIGHTING	$ 33.33

2015 LIGHTING MARKET BASKET PRICING

Pricing valid January 1, 2015 through December 31, 2015

CATEGORY	GRAINGER MATERIAL	ITEM DESCRIPTION	BRAND NAME	2015 Member Price
Lamps & Ballasts	6XWJ6	LED Floodlight,PAR30,2700K,Soft White	GE LIGHTING	$ 33.33
Lamps & Ballasts	6XWJ7	LED Floodlight,PAR30L,3000K,Warm	GE LIGHTING	$ 33.33
Lamps & Ballasts	6XWJ8	LED Floodlight,PAR30L,2700K,Soft White	GE LIGHTING	$ 33.33
Lamps & Ballasts	6XWK5	LED Light Bulb,A15,3000K,Warm	GE LIGHTING	$ 14.27
Lamps & Ballasts	6XWK7	LED Light Bulb,CA11,3000K,Soft White	GE LIGHTING	$ 11.49
Lamps & Ballasts	6XWK9	LED Light Bulb,CA10,3000K,Warm	GE LIGHTING	$ 11.49
Lamps & Ballasts	36H730	Fluorescent Linear Lamp,T8,Cool,4100K	GE LIGHTING	$ 2.47

A. Method of Approach, 2. Products

1. Air Filters: The City of Tucson and other agencies have unique non-standard size air filters. Do you or your supplier have the capability to manufacture custom sized air filters?

Grainger does have the capability of supplying custom sized air filters by utilizing our current supplier's manufacturing process. Below are the product options:

1. **Standard Capacity Pleated Filters:**
   a. Select height, width, and depth (All sizes must be exact).
2. **High Capacity Pleated:**
   a. Select height, width, and depth (All sizes must be exact).
3. **Fiberglass Throwaway Filters:**
   a. Select height, width, and depth (All sizes must be exact).
4. **Polyester Throwaway Filters:**
   a. Select height, width, and depth (All sizes must be exact).
5. **Electrostatic Air Filters:**
   a. Select height, width, and depth (All sizes must be exact).
6. **Aluminum Mesh Filters:**
   a. Select height, width, and depth (All sizes must be exact).
7. **Pocket Filters:**
   a. Select height, width, and depth (All sizes must be exact). Also specify media type (synthetic or fiberglass), efficiency (95, 85, 65, or 55) and number of pockets required.
8. **Rigid Air:**
   a. Select height, width, and depth (All sizes must be exact). Also specify media type (synthetic or fiberglass) and efficiency (95, 85, 65, or 55).

Once the member or agency has determined the items and specifications they wish to order from the list above, they can call 1-800-Grainger ext. 2879999 (1-800-472-4643 ext. 2879999) and Grainger's Customer Service Team will complete the order.

2. The City of Tucson and many agencies have suffered a reduction in workforce that has impacted their ability to both stock/manage inventory and have "will call" at a storefront. A critical service of this contract is to receive ordered products the next day. Based on your proposal, disclose the following:

a. What is the quantity of products stocked in distribution centers/local branches that are available to meet the next day delivery requirement?

Grainger has had a branch in Tucson since 1963. Conveniently, located at 3415 S. Dodge Blvd. the 33,000 square foot facility offers 22,000 unique items. The branch offers counter, express pick up, same day and next day shipping and after hours pick up services. The branch covers southern Arizona with 24 local employees including branch customer service associates, warehouse associates, on-site services consultant, and account managers.

In addition to this location, Grainger has four other branches in the State of Arizona representing more than $6.7 million dollars and in excess of 144,000 unique items.

Of additional significance to the City of Tucson, are Grainger's two distribution centers (DCs) which are conveniently located close to the state, making most locations a next day delivery point.

Grainger's Mira Loma, California DC is 330,000 square feet and stocks 160,000 products valued at approximately $43 million.

Our Patterson, California DC is 820,000 square feet and stocks 150,000 products valued at approximately $60 million.

Supporting these strategically located facilities is Grainger's $1 billion DC and branch inventory network which can be leveraged at any time to meet the needs of the City of Tucson and Participating Public Agencies.

b. What is the order cutoff time to ensure next day delivery?

Grainger's order cutoff time for next day delivery is 4:00PM local time.

c. At what time does delivery of the products occur?

Grainger ships orders via UPS, FedEx or common carrier based on the size and weight of the shipment. The delivery of Grainger goods will occur at the same time these carriers make their scheduled stops at the City of Tucson and their agencies.

If the City of Tucson selects a specific carrier with specific instructions Grainger will work to accommodate those requests as they are received. As a part of our proposal, all orders are shipped standard ground prepaid to all participating entities of this agreement.

d. What is the fill rate for next day delivery?

Grainger's overall same day shipping fill rate exceeds 95% nationally and actual orders delivered in one day are dependent on order size and shipping method.

3. Do you have capacity and a program to stock products in your local branch/storefront for the exclusive use of an agency? These products are considered high priority and/or critical parts for an agency. Describe the process, the parameters and the requirements.

Yes, Grainger has the capacity to adjust the stocking levels of products that are currently in our local branches to meet the needs of a specific customer or agency. Grainger also has the ability to add additional products to local inventory if they do not have a current stocking level. The process to customize inventory starts with a discussion between the customer and their sales representative to identify those key products and amount that are consistently used. The sales representative will then work with the local customer service team to adjust stocking levels to meet the demand. Grainger will maintain the stocking level until the customer has identified that it no longer needs that quantity of that product. In order to best service its customer, Grainger only requests that the line of communication remain open regarding the need of these products.

4. Green Products, Pages 11-12 of your response: Answer the following questions.
   a. What is the total number of green products available?

      Grainger currently has approximately 37,000 total green products available.

   b. What is the quantity of green products in each product category.

      Our system lists green products by sub category per categories outlined in our proposal. There are currently over 500 sub categories in each of which at least 1 item is green. Grainger can provide a report on these items, if requested.

   c. What is the number of certified green products in each product category.

      Currently more than 23,000 of our items are certified green by a third party agency.

   d. What is the number of non-certified green products in each product category.

      There are an additional 14,000+ products that are considered green but not certified by a third party agency.

5. Private Line Products, Pages 13-14 of your response: Answer the following questions.
   a. What is the total quantity of "Private Line" products available?

      Grainger currently has over 68,000 "Private Line" products available.

   b. What is the quantity of "Private Line" products in each category?

Adhesives & Sealants	52
Air Filters	2,700
Batteries	6
Cleaning Equipment & Supplies	3,108
Electrical Supplies	4,158
Fasteners	476
HVAC Supplies	8,446
Lab Supplies	824
Lighting	2,105
Lubricants	246
Machining and Cutting	3,032
Material Handling, Storage & Packaging	2,508
Measuring Tools & Test Instruments	61
Motors and Power Transmission	8,691
Outdoor Equipment	269
Paint	103
Plumbing	363
Pnuematics	10,869

Pumps	2,240
Safety - Non-PPE	1,768
Safety - PPE	1,583
Security	198
Tools	10,920
Welding	174

There are an additional 3,100 currently items available that are not included in the categories above.

e. What is the number of "Private Line" manufactures/suppliers?

There are a total of 8 "Private Lines" that Grainger has available. They include Air Handler, Condor, Dayton, Lumapro, Speedaire, Tough Guy, Westward and LSS. These brands are manufactured both domestically and internationally.

A. Method of Approach, 3. Services

1. Crisis Management – Emergency Response Team. A directive for agencies is to establish an emergency response program to ensure the agencies business continues when confronted with an emergency situation.

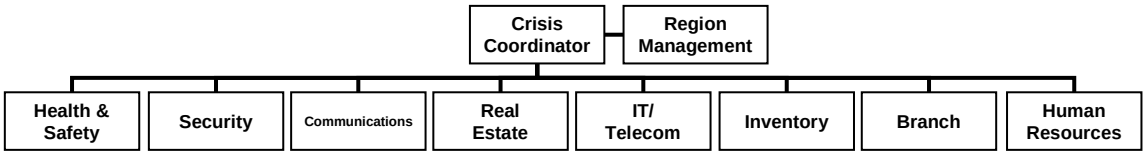
a. Describe in detail how you can assist the City of Tucson and other agencies in responding to emergency situations, including cataclysmic events.

Granger is uniquely positioned to respond to emergency situations. Grainger's network of 360 plus branches is supported by 13 strategically located DCs across the U.S. Grainger can pull from and move its extensive inventory to areas of need quickly and efficiently. Grainger has experience leveraging 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.

Since 2001, Grainger has donated more than $14 million in cash and product to the American Red Cross and is the National Founding Sponsor of the Ready When the Time Comes® volunteer program. Through this initiative, more than 1,500 Grainger team members have been trained as Red Cross volunteers.

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 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



(Figure 1 – Crisis Management Team)

The Crisis Management Team has an established response list (Figure 1 above):

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 assessed 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 DCs, neighboring branches or directly from product suppliers.
4. Operationalize the facility by re-routing phone lines and restoring (or using emergency) power.

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.

b. Share examples of your successes.

Grainger has demonstrated its capability to meet some of the most demanding needs in New York City during 9/11, for the Gulf Coast region's responders during Hurricanes Katrina and Rita, during the tornado in Joplin, MO and for Superstorm Sandy.

Recent Emergency Examples
Superstorm Sandy – October 2012:
Within hours, critical supplies & equipment were routed to Grainger branches located in affected communities in New York, New Jersey & Connecticut. Dozens of employee volunteers from across the US were brought in to assist multiple first responder and first receiver agencies including FEMA, New York City Office of Emergency Management as well as the NY-NJ Port Authority. Grainger committed $100,000 to the American Red Cross Hurricanes 2012 Disaster Relief Fund.

Grainger Ready When Time Comes volunteers were deployed to aid recovery efforts in affected areas including Queens, NY. Grainger became the national launch sponsor of the American Red Cross Volunteer Connection system in 2012, a next-generation volunteer management system which was utilized following the devastation of Superstorm Sandy.

Joplin – May 2011:
Within days following the Tornado that struck the city of Joplin, MO, on May 22, 2011, Grainger opened a temporary branch within 1 mile of the impacted area to streamline the supply chain for first responders, first receivers and affected businesses in the area. Within hours trailer containing critical supplies were routed to the Joplin area. When the State Office of Emergency Management agency contacted Grainger over the weekend to obtain critical supplies needed to control access to the disaster zone Grainger employees quickly located the inventory needed and arranged for overnight delivery utilizing their own personal vehicles. Grainger employees quickly established communications with Mercy Health to provide communications equipment and emergency lighting solutions needed at St. John's Regional Medical Center which was destroyed by the Tornado. Grainger delivered a check for $52,000 to the Greater Ozark Regional Chapter of the American Red Cross to assist relief efforts in Joplin and neighboring communities.

2. Program rollout and relationships. Page 18 of your response.

a. A vital requirement and aspect of a successful contract is to develop and maintain relationships with key agency staff, such as the procurement officer and department representatives.

City of Tucson will continue to have a dedicated account manager that will lead our efforts in developing and maintaining relationships with key agencies and the staff located there.

b. How do you propose to meet this requirement? Include in your discussion, details of the level of activity, the frequency of contact, the content of the discussions, etc.. while keeping the goal of increasing sales of products, providing industry knowledge for decisions making, utilizing the information discussed to leverage the manufacturers/suppliers, etc.

Grainger has an experienced team that has been servicing the City of Tucson for the last several years in support of the National IPA contract. Our local team of sales and customer service professionals will continue to:

• Understand customer needs and deliver solutions

• Align a dedicated local Government Account Manager focused on being a valued business partners for our City of Tucson customers.

- Weekly scheduled appointments with departments throughout the City of Tucson to learn and understand their business, identify challenges and provide solutions, in order to effectively cut cost and save time and space.
- Bi-weekly meetings with Principle Contract Officer to review customer activities, opportunities, and challenges.

- Quarterly business reviews with Government Account Manager, District Sales Manager, and Government Sales Manager to review contract performance and discuss/develop programs for the City to better leverage the contract.

• Analyze purchasing process and identify areas to create efficiencies
- Recommend solutions for reducing number of steps in the process
- Ecommerce solutions to make ordering quicker and more convenient

• Improve productivity by working with departments to more effectively manage their on-hand inventory
- Evaluate current inventory practices and make improvement recommendations.
- Install regularly scheduled onsite customer service person dedicated to maintaining min/max levels.

• Engage with local supplier support resources to identify solutions to solve problems or introduce new products and solutions

c. In summary, describe your level of commitment to actively supporting and growing this contract for the City of Tucson. The expectation is that this approach is duplicated across the sales force for other agencies.

Grainger is committed through its dedicated Public Sector team to deliver on same the commitments outlined for the City of Tucson to all of our customers that are and will align to the City of Tucson/National IPA contract.

3. Reporting, Pages 18-19 of your response.

a. Submit a sample report that would be provided to an agencies procurement officer or department representative to demonstrate compliance with this requirement. The report should be able to provide all the reporting criteria needed for decision making purposes and contact success stories over a specified time frame required by an agency. It must capture and present the data in summary and detailed formats including: the sales of unique products, it's description, quantities, total sales figures, product category, green, certified or non-certified product, SBE, MWBE, average delivery days, etc.

Grainger has a number of reports that demonstrate our ability to comply with this requirement. Please fine attached examples of the following reports:

- Green Item Purchase History
- Invoice Detail Report
- Diverse Supplier Purchase Report
- Item Purchase History
- Customer Focus Quality Report Card

Grainger has other standard reports that can be provided upon request and is willing to work with the City of Tucson or any other agency to provide such reports.

b. Is your sales system capable of establishing unique identifiers for and to report by individual departments, division within the departments, end users, etc.? Is this capability available for funding sources? That is, some government funding may require that sales be tracked and reported separately to match the expenditure of funds and the receiving of any rebates.

Our sales system is capable of creating unique identifiers and we do so via account numbers, sub codes or account names. We are able to create these account numbers for each department or agency of a city as well as by funding source.

4. Vending Machines, Page 106 of your response.
Describe the process to build a vending machine? How long does the process take, including having it fully operational? Is there a commitment in terms of time, sales, costs, etc.

Build time is contingent on obtaining key information, including: the item list with usage/stocking levels, the employee list, a sample badge for testing, a purchase order for the product going into the machine, and confirm that the IT requirements are in place. Once this information is obtained, work begins on building and testing your new machines. Lead times vary by machine – Coil, Carousel, and Locker units can typically be built, delivered and fully operational in two weeks or less; Cabinets and Drawers will take approximately eight weeks. There is no cost for the machines.

5. Vendor Managed Inventory: One of the items offered by your organization is a "Vendor Managed Inventory". Taking into consideration that the City of Tucson (and other government entities) utilize multiple vendors for supplying the needs of our organization, does your vendor management inventory tool incorporate supplies purchased from other suppliers?
If "Yes", please describe specifically how?
And if "No", can it be modified to do so?

Our KeepStock (Grainger's Inventory Management solutions) team may manage non Grainger items that are approved by both Grainger and the City of Tucson. Grainger's dedicated KeepStock service team will work with the customer to understand their specific needs and develop a joint plan to be able to provide the appropriate Grainger inventory management solution.

6. Ordering, Pages 20-24 of your response.

a. Does your online ordering system provide access to your entire catalog of products? How many products/sku's?

Yes, Grainger's online ordering system provides access to our entire catalog of products which includes over 1 million unique items. You can find them at www.grainger.com

b. Does your online ordering system identify alternative products such as "private line" or "green" products when a customer searches for a specific manufacturer product and model?

Grainger's online ordering system does identify its "green" products with a green leaf icon next to the item and we have dedicated links to bring you to both "green" and "private line" products. Our system does identify alternative products when applicable but they are not necessarily "green" or "private line".

Grainger's sales team can work with the City of Tucson and its agencies on increasing use of "green" or "private line" products and to develop personal lists on Grainger.com for ease of ordering.

c. In general, are these products more economically priced than the major manufacturer comparable product? If so, what is the typical percentage decrease in price?

In general our private line products have a lower price point than the major manufacturer comparable product. The use of the customer specific hotlist allows us to identify those products that could be used and keep the price consistent over the negotiated timeframe.

7. Inventory Supply Management: Facilities& Communications Maintenance has recently transitioned to Info for our software system surrounding work orders and inventory supply management. Is your software system compatible and/or can it communicate with this system for inventory and purchasing purposes?

Grainger's system is compatible with all standard customer eProcurement systems, including Infor. Grainger can support outside standard transactions, such as purchase orders, purchase order acknowledgement or invoices, however such an integration but it would require additional customization.

8. Disclose your fill rate stats for next day delivery of products.

Grainger's overall same day shipping fill rate exceeds 95% nationally and actual orders delivered in one day are dependent on order size and shipping method.

B. Price Proposal:

1. Core and Custom List, Pages 30-33 of your response. To ensure pricing is market competitive in geographical regions, the expectation is that the awarded contractor will conduct frequent analysis of the core list products that are available nationally and with individual agencies. Actively analyzing data to negotiate the best possible pricing ensures that products are priced competitively in the market.

a. Describe your capabilities to engage in regular analysis of market pricing.

On a National level we conduct an analysis of the contract market basket on a quarterly basis. We take a look at possible discontinued products and low moving products and look to replace them with an alternate.

With regards to the customer specific core list, this is a point of discussion during is the expectation of our public sector sales team to have quarterly business updates with their customer and this is a point of discussion. The seller and the customer should mutually agree on what should be on this list and for what time frame.

b. Describe your program that will be implemented to address this item.

To ensure we have the most competitive pricing available we work with our product management team and our manufacturer partners that represent the products in our national core list. They compile and analyze the data to ensure we are positioned well in the market.

2. Pricing: Considering that this is a national contract that leverages billions in annual supply spend so public agencies can benefit from pricing based on the aggregate spend, and considering you are a national commercial supplier it is realistic to expect your prices would be either lower or at least competitive with smaller suppliers in the local area. How will you ensure that we are getting the best price for the items that we purchase? Will your organization (can your organization) price match or refund the difference on same manufacturers items?

As this is a national contract, and the nature of the MRO business is quite unique across each Participating Public Agency, it is difficult to predict the items and quantities that will be used across all Participating Public Agencies members over a period of a year.

With our proposed offer, each Participating Public Agency has the ability to have a customized customer core list of a minimum of 100 items. Therefore, it is realistic that we will be competitive overall in the markets that this contract will serve. Once the products are identified by the local agency, our seller will load the agreed upon pricing to their account number and that price will remain consistent.

Grainger will work with each Participating Public Agency to understand their highest moving items, and will work to ensure market competitiveness.

3. FOB Delivery Exceptions, Pages 33-34 of your response.

a. What constitutes as "special handling" fee?

This would be any sort of Premium or Expedited Freight offering and potential unique value-added services that are part of our standard ground delivery. Examples would be UPS Next Day Air and FedEx Priority.

b. Are any of these charges imposed by regulatory agencies? How is the fee calculated?

To the best of our knowledge, there are not charges imposed.

c. If so, please disclose.

N/A

d. How do you price delivery to Alaska and Hawaii?

Grainger prices delivery to Alaska and Hawaii based on order size, order weight and method of the delivery.

3. Rebates and Discounts, Page 17 of your response. The expectation is that the awarded contractor shall pass on rebates and discounts to the acquiring agency through an equivalent reduction in per unit price.

a. Describe your company's capabilities and efforts to meet this requirement.

To the extent Grainger offers a limited-time sales promotion for specific items to Government entities over the term of the Contract, the City of Tucson and Participating Public Agencies would also receive such promotion.

4 National and City of Tucson Price List: Attached is a sample list of products that represent high volume and/or large annual spend for the City of Tucson and the National Core List. Complete each tab of the workbook by tabbing between the unlocked cells. Pricing for each line item and the total extended price will auto fill. For products you are submitting an alternate product, complete the information requested in the following two columns as well, Equivalent Manufacturer and Model Number and Equivalent Item Description. Submit your response via email.

Attached is the National & City of Tucson Price list.

4. National Program

a. Discuss the competitive landscape as it relates to MRO offerings of other cooperatives. How does Grainger's proposal differ from the MRO cooperative contracts that currently exist? How does Grainger propose to differentiate the City of Tucson's contract? Describe in detail how an award by the City of Tucson and offered through National IPA will be positioned in the marketplace in relation to other cooperative contracts Grainger has.

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

Some specific features of this response that are unique to the City of Tucson contract are as follow:

- Customer Core List Quantity
- Customer Growth Incentive Tiers
- Product Categories
- Online Safety Manager within the MRO contract

Grainger will support all customers who choose to access our broad product line through the National IPA and Participating Public Agencies MRO Supplies contract. Grainger holds contracts with other national cooperatives, such as WSCA, E&I, NJPA and TCPN. However, as stated above, Grainger will support the National IPA cooperative contract in all market segments related to State, Local, Primary Education and Higher Education, based upon the customer's decision to utilize the National IPA Master Agreement.

City of Tucson
Request for Proposal Number: 141003

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (National IPA) COMPANY

> **Submitted by:**
Michael Sampson
W.W. Grainger, Inc.

April 22, 2014

GRAINGER®
FOR THE ONES WHO GET IT DONE

Mark Hanna
Functional VP, Public Sector Sales
W.W. Grainger, Inc.
100 Grainger Pkwy
Lake Forest, IL 60045

April 4, 2014

City of Tucson

Department of Procurement
255 W. Alameda
6th Floor
Tucson, AZ 85701

Attn: Lloyd B. Windle

Dear Mr. Windle,

On behalf of the dedicated Public Sector team within Grainger, thank you for the opportunity to respond to this Request for Proposal. We are committed to earning the City of Tucson's and National Intergovernmental Purchasing Alliance (IPA) Company's partnership by providing innovative solutions and outstanding customer service on a broad array of products.

Grainger has been part of the Arizona business community since 1954 and we have a longstanding relationship with the State and local Arizona governments.

Under my leadership, we have continually raised the bar on the total value we provide to government entities like City of Tucson and National IPA. We understand the many challenges faced by Public Sector professionals and we provide solutions that will make procuring maintenance, repair and operating supplies more efficient and productive. We have a team dedicated to serving the City of Tucson and the members of National IPA with exceptional customer service customized to the unique requirements of each Public Sector agency.

You have my commitment that my team will work diligently to meet the needs of the City of Tucson and National IPA.

Sincerely,

Mark C Hanna

Mark Hanna

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Tab One

Evaluation Criteria

(Including Completed Price Page)

CITY OF TUCSON
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. Provide a response to the national program.
   a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

      Please refer to **Attachment A, Exhibit A, National IPA Response** for National Cooperative contract – W.W. Grainger, Inc. Proposal under the **National Contract Requirements Tab 3**.

   b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

      Please refer to W.W. Grainger, Inc. Proposal Redline of **Attachment A, Exhibit B, National IPA Administration Agreement** for Grainger clarifications and/or exceptions under **Tab 5**.

      As requested by the City of Tucson, any changes or clarifications to this document have been tracked.

2. **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.

The following chart displays the amount of SKUs in each of the categories outlined in the Scope of the Request for Proposal with the additional categories we are offering (Figure 1.1 – City of Tucson Categories and SKUs):

Scope of Service Product Requirement Category	**SKUs**
Motors and Power Transmission	36,153
Electrical Supplies	61,147
Lighting	12,045
Tools	69,650
Measuring Tools & Test Instruments	11,117
Pneumatics	26,668
Machining and Cutting Tools	111,902
Material Handling, Storage, and Packaging	88,299
Welding	9,077
Fasteners & Adhesives	68,905
Lubricants, Sealants, and Paint	158,714
Safety and Security Supplies	156,109
Cleaning Equipment and Supplies	12,834
HVAC Supplies	29,159
Pumps and Plumbing	63,035
Other Categories	
Lab Supplies	46,857
Outdoor Equipment & Supplies	4,734
Total:	966,405

(Figure 1.1 – City of Tucson Categories and SKUs)

Grainger is proud to offer products from brand-name industry leading manufacturers. A sampling of these 4,800 manufacturers and suppliers are listed below.

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

- Marathon Motors
- Weg
- Century
- Baldor
- TB Wood's
- Tsubaki
- Thomson
- Lovejoy
- General Electric
- Fenner Drive
- Schneider Electric
- Bell & Gossett

Grainger started as a wholesale electric motor company in 1927 and continues to offer our Dayton brand along with 60 other manufacturers in the motors and power transmission category. There are over 36,153 items available to keep your facilities and equipment running.

Additionally, Grainger offers:

- MotorMatch™ Selection Guide - MotorMatch can help you find the right motor for your needs. All you need is the motor's voltage, horsepower and RPM to find a match.

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

With 61,147 products, Grainger offers the most trusted brands in the industry through 229 manufacturers including:

- Acuity
- Greenlee
- Hubbell
- Klein
- Pass and Seymour
- Raco
- Schneider Electric
- Siemens
- Thomas & Betts
- Wiremold

All electrical parts and supplies will be provided in accordance with the appropriate Federal, State or Local Standards and Regulations. Applicable standards and regulations include but are not necessarily limited to:

- UL Standard 797 Electrical Metal Tubing
- American National Standards Institute (ANSI) C80.3
- National Electric Code (NEC)
- NEMA, UL, CSA Standards

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

Lighting – Lamps, ballasts, fixtures, task lighting and flashlights
Grainger offers over 10,998 products in this category with many energy efficient options to assist our customers in reducing energy usage. Top brands offered through our 179 supplier partners in lighting are:

- GE Lighting
- Phillips
- Acuity
- Cree
- Cooper Lighting
- Lutron
- LumaPro
- Streamlight

Batteries
Grainger supplies standard batteries for nearly every type of device from flashlights to keyless remotes. Our 1,047 products come from manufacturers:

- Duracell
- Enegizer
- Streamlight
- Hubbell

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

Grainger offers over 69,650 unique items from the major tool manufacturers. The most trusted brands are included in our catalog:

- DeWalt
- Milwaukee
- Bosch
- Makita
- Lenox
- Armstrong
- BlackHawk
- Stanley
- Irwin
- Proto
- Klein Tools
- Greenlee
- Skil
- Husqvarna

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

324 manufacturers provide 11,117 products in Testing and Measuring Instruments and some of those are:

- Fluke
- FLIR
- Mitutoyo
- Rigid

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

Grainger's pneumatics offering encompasses more than 24,668 products from over 120 manufacturers such as:

- Lincoln
- Dayton
- Coxreels
- Speedaire
- DeWalt
- Westward
- Chicago Pneumatic
- Fuji
- Wilkerson
- Stanley Bostitch
- Goodyear Engineered Products
- Ingersoll-Rand

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

Grainger's Machining and Cutting Tools offering encompasses 111,902 products.

Major brands include:

- Sandvik Coromant
- Walter USA
- Sumitomo
- OSG
- Greenfield
- Guhring
- KEO Cutters
- Micro 100
- Norton
- 3M
- ARC
- Dewalt
- Merit
- United/SAIT
- Weiler
- Econoline

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

Material handling is a diverse category with 539 manufacturers and approximately 88,300 unique products. Our outstanding supply partners include:

- Louisville
- Werner
- Akro-Mills
- Durham
- 3M
- Genie
- Buckhorn
- Coffing
- Lista
- Stanley Vidmar

i. Welding – Welding equipment and supplies.

Over 9,000 unique SKUs are offered in Grainger's welding category, from leading manufacturers including:

- Miller
- Steiner
- Weller
- Lincoln Electric
- Victor
- 3M
- Allegro
- Speedglas

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

Fasteners – Nuts, bolts, washers, screws, hooks

60,976 products make up Grainger's extensive fastener offering including from brands such as:

- Bostitch
- DeWalt
- Battalion
- Tapcon
- Snap-Loc
- Toggler
- Wej-it
- Red Head

Adhesives – glue, cement, caulk

Grainger offers 7,929 unique products from over 65 manufacturers, which include:

- 3M
- CRC
- DAP
- Gorilla Glue/Tape
- Loctite
- Scotch

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

Grainger's diverse 2,775 products offered in lubricants and sealants category include but not limited to these suppliers:

- Mobil
- CRC
- Lincoln
- WD-40
- LPS
- Loctite
- Sprayon
- Zep Professional

With 155,939 different colors, finishes, and options in Grainger's paint offering, we are well positioned to serve most customers' needs with leading brands such as:

- Rust-oleum
- Wooster
- Dem-Kote
- Benjamin Moore
- Tough Guy
- Graco
- Zinsser

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

Grainger provides high-quality, dependable products customers can trust to keep employees and work sites safe and secure. With an offering comprised of 1,176 brands and over 156,109 products, customers rely on Grainger as a trusted safety partner.

- 3M
- Aearo
- Brady
- Condor
- DBI- Sala
- North by Honeywell
- Dupont
- Brady
- Eagle
- Justrite
- Ultratech
- Rubbermaid
- Oil-Dri
- Abus
- Garret Medical Detectors
- Sentry Safe
- Schlage
- Yale
- Tapco
- Council Tools
- Blackhawk
- Fire-Dex
- Firepro
- Hellfire

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

Grainger offers 12,834 items across quality suppliers like:

- 3M
- Diversey
- Clorox
- Rubbermaid
- Continental
- Tough Guy
- GoJo
- Johnson Wax
- Georgia Pacific
- Kimberly Clark
- Scotch Brite
- Zep Professional

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

Our quality manufacturers provide a complete offering with 29,159 products in the catalog. Her are just a few of our HVAC suppliers.

- QMark
- Dayton
- Fostoria
- L.B. White
- 3M
- Emerson Climate
- Friedrich
- Frigidaire
- General Electric
- Honeywell
- Air Handler

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

Grainger's product offering in this category consists of 63,035 items from leading suppliers like:

- Dayton
- Little Giant
- Zoeller
- ARO
- Goulds Water Technology
- Honda
- Rheem-Rudd
- Ridgid
- Taco
- Watts
- American Standard
- Armstrong
- Sloan
- Red-Hat Apollo
- Acorn
- Bradley
- Chicago Faucets
- Elkay
- Rain Bird
- Vanguard
- Zurn

p. Other Categories

Lab Supplies- Aggregate and Agriculture Testing, lab chemicals, consumables, diagnostics and equipment, fume hoods, instruments, ovens, heating and refrigeration, storage and transport, labware

With 46,857 unique products from quality brands like:

- Lab Safety Supply
- Extech
- General Laboratory Products
- Heathrow Scientific
- Chemware
- Labchem
- Qorpak
- Spectrum
- Thermo Scientific
- Wheaton

Outdoor Equipment – Pressure washers, rakes, shovels, lawn mowers, trimmers, generators, garden hoses, cutting and pruning tools

4,734 SKUs from quality manufacturers like:

- Westward
- Ariens
- Off
- Echo
- Honda
- Champion
- Generac
- True Temper
- Nupla
- Weed Eater

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.

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

Grainger offers over one million products and parts in our catalog; over 400,000 of these items are actively stocked in our distribution center network. Grainger has invested over $1 billion in inventory that is strategically located through our U.S. network. Most distribution centers stock more than 100,000 of Grainger's fastest selling items.

Although not all products are currently stocked in our DC's, Grainger will meet the City of Tucson's requirements through its extensive inventory and robust distribution network through two key ways. First, Grainger's end-to-end supply chain strategy brings together customer demand, sources of supply and Grainger's distribution operations to deliver a robust coverage capability aimed at helping customers procure product in a just-in-time manner to reduce their operating costs. Second, a fully integrated supply chain network, designed for stability, flexibility and efficiency, ensures customers get the right product, at the right place, at the right time. Grainger works with its customers to understand what they need and when they need it.

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

Grainger's entire catalog is available online. In addition, Grainger's online Green Resource Center guides customers to Green products in certified and non-certified categories. A "green" filter has been added to Grainger.com that allows customers to search and view all environmentally preferable products (EPP) available products.

Green products appearing on Grainger.com are marked with a green icon for easy identification. This allows customers to easily identify the universe of green products and determine which products have the green characteristics that meet the criteria they are looking for.

Grainger makes it easier for purchasers to buy green products online through two mechanisms:

1. The green resources page at Grainger.com/green, Figure 1.2 below, groups green products into four environmental savings categories (Energy, Water, Green Cleaning & Waste).
2. Secondly, purchasers may utilize the online green filter as they search products. With one extra click, users can review search results for green products in their category of interest and determine which products have the green characteristics that meet the criteria they are looking for.

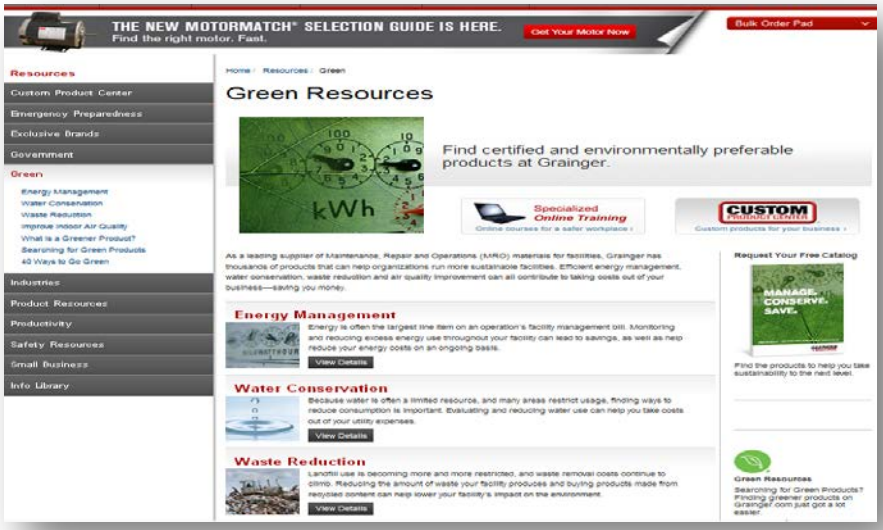
Products identified with the green leaf are classified into two categories:

Certified Products

Many products fall under "green" standards established by recognized organizations including but not limited to Energy Star, Green Seal, and Ecologo. These organizations specialize in setting standards and evaluating performance for products that offer customers an environmentally preferable solution.

Non-Certified Products

Non-Certified Products, on the other hand, may have environmentally preferable attributes and, in some cases, are in categories where standards have not yet been established. Non-certified products, designated by Grainger suppliers, include products that reduce energy (e.g. motion sensors), have low/no VOCs meeting SCAQMD standards and recycled content products that meet or exceed EPA standards.



(Figure 1.2 – Green Resource Page at Grainger.com/Green)

d. Do you offer “Private Line” products? Please describe.

Yes, Grainger offers “Private Line” products, which Grainger labels as Exclusive Brand products (Figure 1.3). At Grainger, quality is critical whether the product is a National Brand or an Exclusive Brand. Every Exclusive Brand must meet the same rigid standards and specifications as our National Brand suppliers.

Grainger’s exclusive brands are manufactured both domestically and internationally. For our US supplied Exclusive Brand products, Grainger selects reputable ISO certified companies. An ISO certified supplier tests and validates that all of their products meet or exceed an industry quality standard where such an industry standard exists. These are the same companies that supply the national brand products we sell every day. The Grainger Engineering and Quality team members are ISO certified and are located in Niles, Illinois, and in Shanghai, and not only develop Exclusive Brand products, but also test and validate that the products meet US national industry standards for products we manufacture overseas. The team has developed a process for introducing a new product to the Exclusive Brands line involving several pre-production steps including:

- Rigorous supplier selection
- Factory audits that identify and verify the quality
- An Engineering Scope and Test plan identifying what the product specifications should be and verifying its compliance with national standards
- A review of Federal and State regulations—such as the EPA or FDA - and Industry standards—like OSHA and ANSI—to be sure the manufactured products are compliant
- Once a product is created, evaluation is conducted to verify its performance and attributes for accuracy
- Building of technical specs, testing and documentation
- Random production sampling and inspection

A few of the names and product descriptions are below:

Air Handler – Air Filtration Products

- Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper

Condor – 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

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, Winches

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

Speedaire – Pneumatics

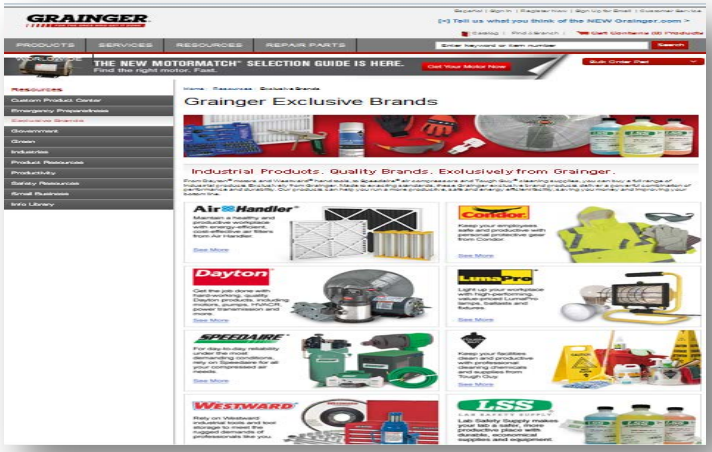
- Abrasive Blasters, Air Compressors and accessories, Air Dryers, Low Oil Monitors, Compressor/Generators, Desiccant Dryers, Dry Air Systems, Hose Reels, Oil Filters, Spray Guns and Accessories

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



(Figure 1.3 – Grainger Exclusive Brands at Grainger.com/exclusivebrands)

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 National core list consisting of approximately 800 frequently purchased items by cities, counties and education customers and approximately the top 400 lamps and ballasts frequently purchased
- An incentive program for the participating member
- A Participating Member custom core list of a minimum of 100 items
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than two million customers
- Over 360 branches located in all 50 states (5 in Arizona)
- 13 distribution centers
- $1 billion in available inventory
- 4,800 General Catalog manufacturers and suppliers
- Proven 96.75% accuracy rating for the City of Tucson in 2013
- 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 134 Grainger employees

3. **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.

Grainger has responded to the requirements in the Scope of Work, Section C with detailed written responses illustrating how the following value added services offered 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
- Green / Sustainability Program
- Inventory Solutions
- Consulting Services
- Safety Services

For further information regarding these value added services, please see **Tab 2: Scope of Work, Section C, Service Requirements**.

b. Describe how you will roll out your program to City of Tucson staff? Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

Please see **Exhibit A – Grainger Implementation Plan Example**

The success of Grainger's government business has been directly attributed to our focused and dedicated contract implementation process. But as successful as Grainger has been, we also recognize that a new contract award requires special focus and a disciplined approach to implementation. It is our goal to complete the implementation of the new City of Tucson and National Intergovernmental Purchasing Alliance (National IPA) maintenance, repair and operations (MRO) Supplies, Parts, Equipment, Materials and Related Services contract in less than 90 days and to make it seamless to the City of Tucson, Arizona and all Participating Public Agencies currently using the existing Master Agreement. .

Implementation (Day 1 – Day 90)

Day 1

City of Tucson and National IPA MRO Supplies, Parts, Equipment, Materials and Related Services Contract Kickoff:

- Conference call announcing award to Grainger's Sales Force and Customer Service/Branch organization outlining final details of the contract
- Communicate new contract terms to Grainger's sales force and branch staff
  - Review Pricing and Programs available under the new contract
  - Communication targeting potential Participating Public Agencies
  - Communication targeting Participating Public Agencies
- Conference call announcing award to Grainger Executives and outlining final details of contract
- Partner with National IPA on an e-mail notification to current Participating Public Agency members notifying them of the new award
- Align current participating National IPA accounts to new contract
- Customize and enhance current marketing collateral to promote National IPA MRO Supplies, Parts, Equipment, Materials and Related Services Contract

Step 1 – First 30 Days

- Position the new National IPA MRO Supplies, Parts, Equipment, Materials and Related Services Grainger Contract with all participating customers as well as selected targeted potential Participating Public Agency affiliations
- Present the Grainger Core Value Proposition
- Gain a more thorough understanding of each of the participating and potential customers overall procurement goals and initiatives

Step 2 – Days 30-60 Grainger strategy and proposal based on customer needs

- Develop Participating Public Agency 2014/2015 strategy based on customer initiatives
- Engage resources for implementation of programs
- Affiliate new Participating Public Agency by communicating contract benefits
  - Target mutually agreed upon Agencies
  - National IPA Grainger Contract Introduction
  - Affiliation Process

Step 3 – Days 60-90 Implement agreed upon strategy and continue to leverage the strengths of the City of Tucson MRO – Grainger contract

- Implement Participating Public Agency 2014/2015 programs
- Engage all resources needed to execute upon strategy
- Continue to drive and grow revenue

c. Describe how you will develop and maintain relationships with key department end users in order to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

Grainger will continue to work with the City of Tucson to develop a Custom Core List that leverages the unique needs of the City of Tucson. Our local team of sales and customer service professionals will continue to:

- Understand customer needs and bring solutions
- Align a dedicated local Government Account Manager
    - Weekly scheduled appointments with departments throughout the City of Tucson
    - Twice monthly meetings with Principle Contract Officer
    - Quarterly business reviews with Government Account Manager, District Sales Manager, and Government Sales Manager
- Analyze purchasing process and identify areas to create efficiencies
- Improve productivity by working with departments to more effectively manage their on-hand inventory
    - Onsite Services Consultant – Regularly scheduled onsite customer service person dedicated to maintaining min/max levels
- Engage with local supplier support resources to identify solutions to solve problems or introduce new products and solutions

d. Describe your sales and reporting capabilities. What level of detail is available?

Grainger is able to manage the City of Tucson's sales and product demand is through analysis of the City's Procurement Tendencies Report. Procurement Tendencies Reporting examines customer's purchasing behavior with Grainger throughout the year. The data points summarized in the analytics include the following: SKU purchase frequency, repeat items purchased, items purchased across sites, manufacturer spend, commodity spend, account number spend and order size. This type of analysis will help the City of Tucson to fully understand the MRO supplies being purchased and frequency to assist in demand management.

Grainger is also capable of offering a wide range of standard reports and the amount of data we can provide is a capability that we are extremely proud of. Examples of reporting are as follows:

- Green Products Purchases
- Cost Savings Analysis
- Item Purchase History (by both sales dollar and item quantity)
- eCommerce Utilization Sales
- Inventory Management
- Key Supplier
- Product Line Distribution
- Supplier Diversity
- Purchases By Account Number
- Procurement Tendency
- Customer Focused Quality Report Card

The Customer Focused Quality Report Card is a detailed breakdown of the following information:

- Delivery method
- Order completeness
- Credit memos
- Service level
- Number of orders
- Number of lines
- Order type (ship, will call /counter)
- Total purchase dollars
- Average order dollars
- Average number of lines per order
- Split shipments

Grainger will provide standardized reporting on a quarterly or as needed basis during its quarterly business reviews.

These reports are available to all participating members of the Master Agreement across the US.

4. Ordering and Invoices

a. Describe your ordering capacity (retail locations, 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.

Grainger has expertise in handling electronic, P-Card, hard copy, phone, fax and walk in/will call orders. This includes providing and maintaining an electronic catalog and toll-free phone customer service for ordering support, as well as the web based catalog which is maintained for the sole purpose of the National IPA Contract's products and services.

Grainger's multi-channel platform allows customers to utilize the option that best meets their needs and preferences. Grainger can process orders through any of the following channels:

- eProcurement
- Electronic Ordering through Grainger.com
- P-Card
- Hard Copy
- Telephone calls
- Faxes
- Walk In and Will Call Service at Local Branches
- Email

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 one million 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.

- **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.
- **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.
- **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.

Mobile Website or App

Customers are able to access Grainger.com from their smart phone's web browser. On the mobile site, customers can search for products, sign in, see their account-specific pricing, place an order, find the nearest branch and even approve orders. They can also download the Grainger App for their iPhone or Android device to perform the same tasks.

P-Card Purchases

Grainger accepts all types of VISA, MasterCard and American Express (AMEX) cards as a means of payment. 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.

AMEX Corporate Purchasing Card and credit card transactions are all processed through our branch's mainframe computer system. At the point of sale, Grainger branch personnel can record all AMEX Corporate Purchasing Card information, including card member reference number, tax, and free form information. This information will appear on your bill/statement from AMEX.

Phone

Grainger's state of the art Phone system routes in coming customer calls to the first available phone agent. Our goal is to have the highest level of customer service in the MRO industry. Grainger handles thousands of customer calls daily and many result in direct phone order placement.

Fax

Customers can fax orders at any time to Grainger. Once received a branch Customer Service Associate will process the order.

Walk In and Will Call

Grainger branches across the United States open on average at 7:00 AM and close at 5:00 PM local time. Branches typically have on average 13 employees with and average of 23,000 of square foot per building.

Store/Branch Ordering Process

All in store purchases will be conducted through Grainger's standard branch customer service processes. The following outlines our store/branch ordering process:

1. Phone, on-line or in-store/branch
2. City of Tucson or Participating Public Agency customer identified
3. Product selected by customer
4. Items scanned and appropriate contract price applied via National IPA account number and tracking code within Grainger's SAP (Business Enterprise System) ordering system
5. Product order picked from inventory and provided to customer
6. Receipt issued to customer
7. Transaction closed and information processed for billing within the system

Customers are able to place orders by emailing their local branch. Once the order is received, the branch Customer Service Associate will process the order for the customer.

The City of Tucson and Participating Public Agency end users may 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 assistance.

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.

Yes – Electronic Invoicing is available
Yes – Summary invoicing is available
Yes – There are other options on how an agency receives an invoice

Grainger offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. Please see **Exhibit B** for **Grainger Sample Invoice**. 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.

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.

As described previously, 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 2013 measured 96.75%. This is impressive when you consider that 2,588 transactions were processed during that time.

Please see **Exhibit C**, **Sample Report Card/Customer Focused Quality Report Card (Confidential and Proprietary)**, for further details.

Fill Rate

In 2013, Grainger was able to fulfill between 97-98% of customer lines on core products from our distribution network.

Grainger defines an "acceptable" customer item fill rate performance target at 95%.

Grainger defines an "excellent" customer item fill rate performance target at 99.5%.

Grainger takes a very conservative approach to measuring fill rate. We utilize this approach to maximize our operating efficiencies. The following example illustrates how we measure fill rate:

EXAMPLE 1 – A customer places an order for 10 distinct items; one each. Grainger fulfills all 10 items from our Chicago DC and the customer receives all 10 items the next business day. Grainger Internal Fill Rate = 100%. Customer Fill Rate = 100%.

EXAMPLE 2 – A customer places an order for 10 distinct items; one each. Grainger fulfills nine items from our Chicago DC and one item from our Cleveland DC. The customer receives all 10 items the next business day. Grainger Internal Fill Rate = 90%. Customer Fill Rate = 100%. (Even though the customer Fill Rate is 100%, the Grainger Internal Fill Rate is only 90% because our supply chain network designates that all 10 items should be fulfilled from our Chicago DC, therefor any items fulfilled by other DCs are deemed "item fill failures".

e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.

Grainger is a wholesale distribution company with branch locations; therefore we do not have retail locations. Upon award, Grainger will assign the appropriate codes in our system to align all Participating Public Agencies to the new agreement pricing terms and conditions. Grainger will only provide product and contract pricing to the City of Tucson and Participating Public Agencies that qualify under this agreement and have authorization to procure or pick up product from our local branch locations.

f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

Grainger hosted on-line catalog (full or custom) will contain up-to-date contract pricing and real-time availability for the City of Tucson and Participating Public Agencies. The custom punch-out catalog displays real-time product availability of the National IPA Core List items. Users will be able to clearly see whether an item is available (in-stock) or not available (out-of-stock). In addition, estimated delivery times are based on UPS ground and will provide expected arrival dates for specific items at checkout. Customers will also be able to check if an item is available today or a future date at a nearby branch if Will Call is enabled in the customer's Grainger punch-out.

Out of Stock/Back-ordered Items

Grainger will notify the City of Tucson customer immediately if an item is out of stock or back-ordered and when the back-ordered item will be available for delivery when the order is received. Grainger utilizes several methods to notify a customer if an item is out of stock (back-ordered):

- For phone orders or local orders placed at a Grainger branch, the customer is notified at time of order placement, and the Grainger Customer Service Associate will discuss with the customer options for substitute or alternate items.
- Grainger's SAP Enterprise Resource Planning system easily allows the Customer Service Associate to search for available alternates for the customer to consider. The system allows the Customer Service Associate to easily view and communicate the product specifications and item description for the alternate item to the customer.

- For faxed orders, Grainger will call and notify the City of Tucson customer of a backorder. Grainger provides the customer with similar information as described above.
- For online orders, Grainger.com provides up-to-date product availability based on quantity. Additionally customers can use the "compare alternates" feature to provide a side by side comparison of available alternates for the customer's consideration or to identify stocking locations nearest to the customer for immediate availability. In all instances, the City of Tucson customer retains final discretion regarding the acceptability of a substitute product.
    - The customer (the person whose email is on the order submitted electronically) will receive a confirmation with the expected ship date after the order is received.

A Backorder Report is also generated daily at each branch and reviewed for potential stock availability. Grainger will work directly with both the manufacturer as well as the City of Tucson in order to address the backorder to the City's satisfaction. Of note, is Grainger's extensive distribution and branch system coupled with its robust inventory which captures local demand and therefore helps limit backorder situations.

5. Other

a. Describe any government rebate or government incentive programs applicable.

Grainger is committed to offering the following growth rebate to a Public Participating Agency based upon the direct purchases of each. Public Participating Agency purchases through a Grainger Distributor Alliance partner will not be considered in the growth calculation.

Public Participating Agency Incentive Rebate

a. Eligibility: A Public Participating Agency is eligible for this program by meeting the following minimum requirements:

1. Affiliation with this Contract.
2. Minimum Net Annual Spend of $25,000 per calendar year.

b. Rebate: A Public Participating Agency will receive a rebate based upon its Net Annual Spend during a calendar year.

1. **Growth Incentive:** A 1% rebate will be paid on growth in Net Annual Spend that is 10% or greater than prior calendar year Net Annual Spend. A 2% rebate will be paid on growth in Net Annual spend that is 20% or greater than prior calendar year Net Annual Spend. Notwithstanding the foregoing, Grainger may, at its sole discretion, award a growth incentive to a Public Participating Agency pursuant to alternate terms.

c. Reporting and Payment: Payment of the rebate, along with a supporting report, will be issued to Public Participating Agencies within 90 days of the close of the current calendar year. Grainger will work with National IPA on the distribution of the funds.

d. Net Annual Spend Defined: Net Annual Spend is calculated for the calendar year and is defined as the total invoice price of all calendar year purchases less:

1. Refunds
2. Credits on returns
3. Discounts
4. The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program

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

Grainger is capable of meeting all requirements for the monthly usage reporting. We will provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report will provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report will list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division and ordering entity.

For the sample report, please see **Exhibit D – Monthly Usage Report (Confidential and Proprietary)**

B. Price Proposal

1. Core Lists
   a. National Core List – Provides for the deepest discounts on a variety of products to agencies nationwide. Products in this list should represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing on the National Core List shall be provided to all Participating Agencies.
      i. Using Attachment B, National Core List, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally. How many items are being proposed?

Grainger has developed a Core List consisting of approximately 800 items, as included in **Attachment B** that are regularly purchased from Grainger by three (3) specific segments: cities, counties and education customers. These items also cover the most regularly purchased items across the categories under product requirements contained in the Scope of Work.

In addition to the Core List Program, Grainger offers a Lamps and Ballast Program, as included in **Attachment B -1,** comprised of approximately 400 items to the City of Tucson and Participating Public Agencies. These lamps and ballasts are in addition to the individual net prices of lamps and ballasts included in the National Core List. 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 and prices.

ii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?

The National 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 an 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. Customized Core List by Agency – In addition to the National Core List, Offerors may provide customized core lists to agencies.

i. Describe Offeror's ability to provide customized core lists to agencies;
ii. The number of items Offeror proposes to provide on a customized core list;
iii. How often does the Offeror propose to update customized core lists;
iv. Describe any agency size or volume limitations.

Grainger will offer individual National IPA Members the option to develop a customized core list of a minimum of 100 items. In exchange for these additional discounted items, it is Grainger's expectation that National IPA Members will strive to purchase these items from Grainger. Grainger and the National IPA Member will mutually develop the Member Core List based upon the Member's critical items or top frequently purchased items as determined by the parties.

Member Core List individual net prices will be held firm from the date of the Member Core List implementation through the balance of the applicable Contract Year. As purchasing tendencies, market conditions or National IPA Member habits change over the contract term, Grainger will work with the National IPA Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

In the event a Member Core List Item is discontinued, the parties will find a mutually agreeable replacement product and add such replacement item to the Member Core List. There are no agency size or volume restrictions pertaining to the ability to create a member core list.

c. Catalog Pricing: Provide pricing for products not included in items 1.a. and 1.b. above,

i. Describe how you will price catalog items. That is, by product category, sub-product category, manufacturer, etc.

Include Category discount breakdown here with number of skus and some key sub category information

iii. Disclose the number of items in each product category and in the catalog

General Catalog and Product Category Discount Programs

The below chart reflects the product category and the corresponding discounts ("Category Discounts") Grainger will provide along with the number of products in each category.

Product Category Discounts

Grainger Product Category	SKU Count	Discount %
Air Filters	2,928	**45%**
Motors & Power Transmission	36,153	**28%**
Cleaning Equipment & Supplies	12,834	**25%**
Personal Protective Equipment	15,089	**25%**
Lighting	10,998	**25%**
Tools	69,650	**20%**
Police, Fire, EMS Equipment & Supplies	13,076	**20%**
Batteries	1,047	**18%**
Electrical Supplies	61,147	**15%**
Pumps & Plumbing Supplies	63,035	**15%**
HVAC Equipment & Supplies	26,231	**15%**
Material Handling, Storage, & Packaging	88,299	**15%**
Safety & Security Supplies	127,944	**10%**
Pneumatics	26,668	**10%**
Measuring Tools & Test Instruments	11,117	**10%**
Machining & Cutting	111,902	**10%**
Welding	9,077	**10%**
Lubricants, Sealants, & Paint	158,714	**10%**
Fasteners & Adhesives	68,905	**10%**
Outdoor Equipment & Supplies	4,734	**10%**
Lab Equipment & Supplies	46,857	**10%**

For products not in the National Core List or in the Customized Core List, as noted in 1.a. and 1.b. above, Category Discounts will apply to the www.grainger.com list price at time of transaction ("List Price"). The List Price may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

Grainger reserves the right, in its sole discretion, to determine the appropriate category for a particular product. In general, products will be categorized based on Grainger's system and product hierarchy and the applicable product category shall generally be as displayed on www.grainger.com at time of transaction.

New products added to www.grainger.com between Adjustment Dates and products that were re-categorized into different product categories between Adjustment dates may not receive the applicable Category Discount until after the next Adjustment date. These products will receive a minimum discount of 5% off the www.grainger.com List Price at time of transaction.

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's Sourced Product Terms and Conditions**.

d. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.

Grainger is offering, at a minimum, 100 items per customized core list per Participating Public Agency. This list will allow our dedicated sales staff to work directly with each Participating Public Agency to determine special pricing on specific items which may include seasonal products.

2. Describe how services proposed will be priced.

Grainger will price services at 5% off the list price as reflected on www.grainger.com at time of transaction ("List Price"). As Grainger adds new services to www.grainger.com and that service has a List Price, Grainger will offer those services at 5% off the List Price. Grainger will advise the City of Tucson of any new services to be made available under the Master Agreement by providing an email to the Contract Administrator and describing the new service(s). These services will be included as part of the Master Agreement and no written amendment is necessary to include them under the Master Agreement.

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 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.

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

As stated above in the Price Proposal Section 1.a, the National 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 an 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.

As stated above in the Price Proposal Section 1.b, Member Core List individual net prices will be held firm from the date of the Member Core List implementation through the balance of the applicable Contract Year. As purchasing tendencies, market conditions or National IPA Member habits change over the contract term, Grainger will work with the National IPA Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

As stated above in the Price Proposal Section 1.c, for products not in the National Core List or in the Customized Core List, (also noted in 1.a. and 1.b. above), Category Discounts will apply to the www.grainger.com list price at time of transaction ("List Price"). The List Price may change three times annually, generally on January 1, May 1 and August 1 ("Adjustment Dates") and prices for products priced with a Category Discount may increase or decrease as a result.

Due to the wide variety of products and the number of products available in Grainger's catalog and Web site, and the raw materials used in those products, Grainger does not utilize the Consumer Price Index (CPI) as it does not perform with the specificity needed to address price increases.

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.

   Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same of similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast numbers of items sold by Seller and Seller's extensive customer base, as well as the different ways customers structure requests for proposals and bids, Grainger cannot assure Buyer that items sold to other customers for products won't be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted in 1.b. above, NIPA Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

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.

   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.

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.

   Grainger has focused on providing competitive pricing, including the customized market basket that the City of Tucson and Participating Public Agency customer will receive. This allows for deeper pricing in areas that are most valuable to the City of Tucson and Participating Public Agencies. This will also allow the City of Tucson and Participating Public Agencies to the use the order method that is most relevant.

   There is no further product discount than the National Core list, customized core list, category discount off of published catalog price, or general catalog discount.

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

a. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by __0__%, if payment is made within __30_ days. These payment terms shall apply to all purchases and to all payment methods.

Grainger does not offer early payment discounts

b. Will payment be accepted via commercial credit card?
___X___Yes _____No

Yes at time of order or on occasion if invoice should have been placed on credit card and was billed open a credit card will be accepted. Summary Billing is an option to charge all invoices at end of month to one specific credit card to the City of Tucson and Participating Public Agencies.

Please refer to **Section 4. b., on page 21** for summary billing details.

1. If yes, can commercial payment(s) be made online?
____Yes __X___No

At the time of order placement, Customer self-service is not available for the customer to sign onto Grainger.com and pay invoices with credit card.

2. Will a third party be processing the commercial credit card payment(s)?
___Yes _X___No

3. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

There are no transaction fees for credit cards.

4. If "no" to above, will consideration be given to accept the card?
___X___Yes _____No

Commercial credits cards are accepted at time of purchase with no additional transaction fee, Customer self-service is not available at this time for customer to sign onto Grainger.com and pay invoices with credit card. We currently accept Visa, MasterCard and American Express.

5. Does your firm have a City of Tucson Business License?
__X___Yes _____No

If yes, please provide a copy of your City of Tucson Business license.

Please see **Exhibit F – City of Tucson Business License**.

C. Qualifications and Experience

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

William W. (Bill) Grainger founded in 1927 and incorporated in the State of Illinois in 1928, W.W. Grainger, Inc. ("Grainger"), with 2013 sales of $9.4 billion, is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions. Grainger is a publicly held Fortune 500 company with shares traded on the New York and Chicago stock exchanges. He established the company to provide an efficient solution for customers to access a consistent supply of motors.

The business was incorporated as W. W. Grainger, Inc. in 1928. Sales in the early days were generated primarily through mail order via post cards and a catalog. The MotorBook, as the catalog was originally called, was the basis for today's Grainger catalog. To improve customer service, Bill Grainger opened a branch in Philadelphia in 1933, and then three additional branches the following year. By 1936, there were 15 branches in operation. It was evident that local branch service would be an integral part of the company's future growth.

In 1967, Grainger became a public company, and its stock was traded in the over-the-counter market. Today, Grainger stock is sold under the GWW symbol on the New York and Chicago stock exchanges.

To remain the leader in the industry, Grainger seized technology opportunities early. In 1976, Grainger became the first in the industry to implement optical character recognition equipment. Grainger continued to advance its systems throughout the 1980s by installing a national satellite-based digital communication network. In 1991, Grainger introduced the first comprehensive electronic MRO catalog on CD-ROM. Grainger launched the corporate Web site in 1995 and began taking orders online in 1996. In 2012, Grainger posted $2.7 billion in eCommerce sales, representing 30 percent of total company sales and an increase of 23 percent versus the prior year.

Over the years, Grainger's product line has expanded to more than 1 million products and repair parts. The Grainger branch network has grown steadily, and today there are more than 700 W.W. Grainger, Inc. branches, making the company North America's leading broad-line supplier of maintenance, repair and operating products, with expanding global operations. The famous Grainger catalog is published annually, and is available online at Grainger.com and through its mobile app.

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

   Grainger Annual Sales 2013 - $9.4 Billion
   Grainger Annual Sales 2012 - $9.0 Billion
   Grainger Annual Sales 2011 - $8.1 Billion

   Please refer to **Exhibit G – W.W. Grainger, Inc. 2013 Annual Report**

3. Highlight experience and strong national presence in the MRO industry.

   Grainger's distribution centers (DCs) provide another conduit for procuring maintenance, repair and operating supplies. Each DC averages more than 300,000 square feet in size and stocks more than 100,000 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.

   Grainger recently opened a state of the art, LEED Certified distribution center, in Minooka, Illinois. Grainger's new Minooka facility is classified as the largest LEED Commercial Interiors Platinum facility in the world. This brings our total number of distribution centers to fifteen facilities across the United States, with approximately 8.7 million square feet of distribution centers. Grainger's branch network represents an additional estimated 16.5 million square feet, making Grainger one of the largest square footage suppliers in the industry.

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

   Grainger has more than 4,400 sales team members located across the US who are passionate about helping customers get the products they need to get their jobs done.

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

   Grainger currently has over 360 branches and 13 distribution centers in the United States.

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

   Grainger's Public Sector Sales personnel and technicians experience is extensive. Grainger's government team members receive annual compliance training to ensure that they know and understand our customers' requirements and can meet our customers' ethical standards. Grainger takes its commitments with all of its customers seriously and its dedicated government sales organization allows Grainger to ensure our Government Customers that they can count on Grainger to meet the promises we make.

   Grainger takes great pride in being a partner with Government Customers. One area of focus is the training and certification of our team members on Government Procurement and Ethics. In addition to Grainger's Business Code of Conduct, Grainger has a separate Code of Ethics that specifically applies to team members servicing our Government Customers. This Code of Ethics and related training includes our No Gift Policy, Procurement Integrity and Grainger's internal processes to ensure compliance to the commitments we make with our Government Customers.

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.

   Executive Corporate Sponsor:

   Mark Hanna
   Title: Functional Vice President – Public Sector
   Email: mark.hanna@grainger.com

   Grainger team member responsible for overall management of the awarded Master Agreement:

   Michael Sampson
   Title: Senior National Sales Manager
   Email: michael.sampson@grainger.com

The following are key personnel who may be assigned to the City's contract:

Larissa Blanco
Title: Public Sector Account Manager
Email: larissa.blanco@grainger.com

The Public Sector Account Manager will manage the daily needs of the City of Tucson, meet with departments to understand needs and bring relevant solutions.

Gracia Anderson
Title: Public Sector Sales Manager – Arizona/Nevada
Email: gracia.anderson@grainger.com

The Public Sector Sales Manager will be knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise.

Lisette Fernandez
Title: District Sales Manager
Email: lisette.fernandez@grainger.com

The District Sales Manager leads the local Public Sector Sales team and supports the City of Tucson contract by ensuring the local Account Manager is knowledgeable and has the support needed to successfully service the City of Tucson departments and personnel.

Tim Sweat
Title: Director of Sales – Public Sector West
Email: tim.sweat@grainger.com

The Director of Sales will also participate in the administration of the contract with the City of Tucson.

Nancy Gunn
Title: Regional Sales Vice President
Email: nancy.gunn@grainger.com

The Regional Sales Vice President leads the Public Sector West sales team and will support the City of Tucson contract through supporting the local team.

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's Government, Healthcare and Education business in 2013 was $1.3 billion which includes sales to our state, local, education and federal customers. To appreciate the breadth and extent of this business, Grainger has contracts with 47 states, numerous local government entities and the federal government. Grainger's Government sales organization, which is supported by approximately 670 professional Account Managers, is solely dedicated to servicing these Government, Healthcare and Educations Customers. The government sales organization has been in place since 2005 and has allowed Grainger to focus on the unique needs of the government customer while gaining insight into and expertise in government procurement. Grainger's government team members receive annual compliance training to ensure that they know and understand our customers' requirements and can meet our customers' ethical standards.

References

1. John Deighan
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   Chief Purchasing Officer
   436 Grant Street
   Courthouse Room 206
   Pittsburg, PA 15219
   Phone: (412) 350-4495
   Email: John.Deighan@AlleghenyCounty.US

2. Yolanda (Yoli) C. Jones, C.P.M., CPPO
   Manager, Purchasing and Contracts
   City of Las Vegas
   495 S. Main
   Las Vegas, NV 89101
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3. Cedric Rowan, C.P.M
   City of Kansas City Missouri
   General Services Department: Procurement Services Division
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9. Please submit any additional information that you feel is applicable to your qualifications and experience.

Grainger is ready, willing and able to exceed all of the requirements of the RFP, as well as bringing its value added solutions to assist the City of Tucson in saving time and money. Grainger has over one million products and parts in our catalog, all of which are available on-line, and has significant experience working with customers in a punch-out environment through various ERP systems.

Grainger can ensure that Participating Public Agencies receive the products they need to do their jobs, in most instances, the same day or next day. The inventory that is local in Arizona is backed up by the additional inventory available nationwide for the City of Tucson to leverage. We fully recognize the importance of a strong City of Tucson MRO Supplies product contract and the overall cost savings and efficiencies that the City is looking to achieve.

In addition to our Government business, Grainger serves over two million commercial customers across the United States through a distribution network of over 360 branches, located in all 50 states which are supported by 13 distribution centers. Grainger's position as one of the largest and most trusted maintenance, repair and operations distributors in the U.S., with $9.4 billion in sales in 2013 and over $1 billion in inventory available directly from Grainger at any point in time, makes Grainger the ideal choice and the best partner for the City of Tucson in their support of all Participating Public Agencies.

Grainger is extremely well positioned to assist with these efforts and committed to providing the necessary products and resources to serve the City of Tucson and affiliated agencies. As we explained in great detail above in each section of this proposal, our partnership with the City of Tucson and our experience with serving Arizona customers coupled with our industry leading broad product line, exceptional service, value added programs and superior supply chain make Grainger the ideal choice to assist the City of Tucson in serving its customers. On behalf of Grainger's team members we would like to thank the City of Tucson for the opportunity to provide Grainger's response to this very important solicitation

Since 1954 Grainger has been a part of Arizona's community serving Arizona businesses, employing Arizona citizens and working to fuel the Arizona economy. Today Grainger services tens of thousands of customers in the State. Grainger brings its experienced and dedicated City of Tucson team to meet the needs of the City of Tucson as set forth in the RFP.

Grainger has had a branch in Tucson since 1963. Conveniently, located at 3415 S. Dodge Blvd. the 33,000 square foot facility offers 22,000 customer unique items and has next day availability to over 250,000 items. The branch offers counter, express pick up, shipping, and after hours pick up services. The branch covers southern Arizona with 24 local employees including branch customer service associates, warehouse associates, on-site services consultant, and account managers.

GRAINGER
FOR THE ONES WHO GET IT DONE

SEE BA FOR FINAL CORE LIST ITEMS & PRICING

OFFEROR ITEM NUMBER	MANUFACTURER/BRAND NAME	MANUFACTURER/BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE (PROPOSED MRO CORE LIST PRICE)
11K236	3M	E698	Mini-Pleat Filter w/Gskt,MERV 12,12x24x2	Air Filters	$ 89.95	52.15%	$ 43.04
11K251	3M	E712	Mini-Pleat Filter w/Gskt,MERV 12,24x24x2	Air Filters	$ 126.00	52.01%	$ 60.47
2DYV2	AIR HANDLER	2DYV2	High Cap.Pleated Filter,16x20x2,MERV11	Air Filters	$ 14.57	69.53%	$ 4.44
2HYD5	AIR HANDLER	2HYD5	Std Cap.Pleated Filter,20x30x2,MERV7	Air Filters	$ 12.25	68.08%	$ 3.91
2W230	AIR HANDLER	2W230	Std Cap.Pleated Filter,16x20x2,MERV7	Air Filters	$ 7.90	69.49%	$ 2.41
2W231	AIR HANDLER	2W231	Std Cap.Pleated Filter,16x25x2,MERV7	Air Filters	$ 8.68	69.59%	$ 2.64
2W232	AIR HANDLER	2W232	Std Cap.Pleated Filter,20x20x2,MERV7	Air Filters	$ 8.82	69.50%	$ 2.69
2W233	AIR HANDLER	2W233	Std Cap.Pleated Filter,20x25x2,MERV7	Air Filters	$ 10.17	69.52%	$ 3.10
2W234	AIR HANDLER	2W234	Std Cap.Pleated Filter,12x24x2,MERV7	Air Filters	$ 7.82	69.57%	$ 2.38
2W235	AIR HANDLER	2W235	Std Cap.Pleated Filter,24x24x2,MERV7	Air Filters	$ 11.39	69.53%	$ 3.47
2W237	AIR HANDLER	2W237	Std Cap.Pleated Filter,20x25x4,MERV7	Air Filters	$ 18.04	69.57%	$ 5.49
2W239	AIR HANDLER	2W239	Std Cap.Pleated Filter,24x24x4,MERV7	Air Filters	$ 18.69	69.56%	$ 5.69
4DZF5	3M	E361	Mini-Pleat Filter,MERV 14,12x24x2	Air Filters	$ 65.45	47.18%	$ 34.57
4DZH5	3M	F976	Mini-Pleat Filter w/Gskt,MERV 14,24x24x2	Air Filters	$ 159.00	55.03%	$ 71.51
4YVD3	AIR HANDLER	4YVD3	Mini-Pleat Filter,12x24x2,MERV 14	Air Filters	$ 112.65	69.55%	$ 34.30
4YVD8	AIR HANDLER	4YVD8	Mini-Pleat Filter,16x20x2,MERV 14	Air Filters	$ 135.65	69.55%	$ 41.30
4YVE1	AIR HANDLER	4YVE1	Mini-Pleat Filter,16x25x2,MERV 14	Air Filters	$ 140.40	69.56%	$ 42.74
4YVE5	AIR HANDLER	4YVE5	Mini-Pleat Filter,20x20x2,MERV 14	Air Filters	$ 138.35	69.56%	$ 42.12
4YVE6	AIR HANDLER	4YVE6	Mini-Pleat Filter,20x24x2,MERV 14	Air Filters	$ 118.80	66.41%	$ 39.90
4YVE7	AIR HANDLER	4YVE7	Mini-Pleat Filter,20x25x2,MERV 14	Air Filters	$ 160.25	69.55%	$ 48.79
4YVE9	AIR HANDLER	4YVE9	Mini-Pleat Filter,24x24x2,MERV 14	Air Filters	$ 139.35	69.56%	$ 42.42
5W509	AIR HANDLER	5W509	Std Cap.Pleated Filter,16x20x1,MERV7	Air Filters	$ 6.77	66.77%	$ 2.25
5W510	AIR HANDLER	5W510	Std Cap.Pleated Filter,16x25x1,MERV7	Air Filters	$ 8.12	69.58%	$ 2.47
5W511	AIR HANDLER	5W511	Std Cap.Pleated Filter,20x20x1,MERV7	Air Filters	$ 7.32	66.80%	$ 2.43
5W515	AIR HANDLER	5W515	Std Cap.Pleated Filter,20x24x2,MERV7	Air Filters	$ 10.04	69.52%	$ 3.06
5W516	AIR HANDLER	5W516	Std Cap.Pleated Filter,16x20x4,MERV7	Air Filters	$ 14.88	69.02%	$ 4.61
6B924	AIR HANDLER	6B924	High Cap.Pleated Filter,24x24x2,MERV8	Air Filters	$ 16.76	71.18%	$ 4.83
6B937	AIR HANDLER	6B937	High Cap.Pleated Filter,20x20x2,MERV8	Air Filters	$ 13.48	69.58%	$ 4.10
11W123	DURACELL	PL123	Battery,123,Lithium,3V,PK 12	Batteries	$ 51.55	64.73%	$ 18.18
1ANB7	DURACELL	DL123ABPK	Battery,123,Lithium,3V	Batteries	$ 9.93	65.06%	$ 3.47
1ANB8	DURACELL	DL1/3NBPK	Button Cell Battery,1/3 N,Lithium,3V	Batteries	$ 4.99	62.32%	$ 1.88
1ANB9	DURACELL	DL223ABPK	Battery,223,Lithium,6V	Batteries	$ 17.03	60.83%	$ 6.67
21EK78	DURACELL	MN1400	Alkaline Battery,C,PK 12	Batteries	$ 34.85	55.35%	$ 15.56
21LN81	DURACELL	QU1500BKD	Battery,AA,Alkaline,PK 24	Batteries	$ 36.00	51.56%	$ 17.44
22A624	DURACELL	MN1500BKD	Battery,Alkaline,AA,PK 24	Batteries	$ 30.35	61.65%	$ 11.64
24T963	DURACELL ULTRA	DL123A	Battery,123,Lithium,3V,PK 10	Batteries	$ 124.95	42.93%	$ 71.31
2HYJ1	DURACELL	DL2032B2PK	Coin Cell,2032,Lithium,3V,PK 2	Batteries	$ 5.77	70.54%	$ 1.70
2HYJ8	DURACELL	PL123AM	Battery,123,Lithium,3V,PK 400	Batteries	$ 1,721.00	70.50%	$ 507.75
2LBJ6	ENERGIZER	L91BP-8	Battery,AA,Lithium,PK 8	Batteries	$ 31.90	48.87%	$ 16.31
2UKH2	GRAINGER APPROVED VENDOR	2UKH2	Battery,Sealed Lead Acid,6V,10Ah,Faston	Batteries	$ 40.05	63.87%	$ 14.47
2UKH3	GRAINGER APPROVED VENDOR	2UKH3	Battery,Sealed Lead Acid,12V,12Ah,Faston	Batteries	$ 110.30	70.50%	$ 32.54
2UKJ2	GRAINGER APPROVED VENDOR	2UKJ2	Battery,Sealed Lead Acid,6V,4Ah,Faston	Batteries	$ 31.65	70.49%	$ 9.34
2UKJ3	GRAINGER APPROVED VENDOR	2UKJ3	Battery,Sealed Lead Acid,12V,5Ah,Faston	Batteries	$ 40.70	60.07%	$ 16.25
2UKJ4	GRAINGER APPROVED VENDOR	2UKJ4	Battery,Sealed Lead Acid,12V,7Ah,Faston	Batteries	$ 47.10	57.45%	$ 20.04

Tab Two

Scope of Services

CITY OF TUCSON - 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 2013 sales of $9.4 Billion, is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions.

Grainger's Public Sector experience is extensive. We currently service maintenance, repair and operations (MRO) contracts in 48 States, including cooperative and individual State agreements. In addition, Grainger serves over two million commercial customers across the United States through a distribution network of over 360 branches, located in all 50 states which are supported by 13 distribution centers, which are described below.

Grainger is extremely well positioned to assist with these efforts and committed to providing the necessary products and resources to serve National IPA, the City of Tucson and Participating Public Agencies. As we explain in more detail under each section of this proposal, our partnership with the City of Tucson and our experience with serving the City of Tucson customers coupled with our industry leading broad product line, exceptional service, value added programs and superior supply chain make Grainger the ideal choice to assist National IPA, the City of Tucson and Participating Public Agencies in serving its customers.

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 360 branches, located in all 50 states, and supported by 13 distribution centers. This distribution network represents more than $1 billion in available inventory and is described in detail in Section 4, Warehousing, Distribution and Sales Facilities.

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 670 Government, Healthcare and Education 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, Territory Sales Representatives 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 National core list consisting of approximately 800 frequently purchased items by cities, counties and education customers and approximately the top 400 lamps and ballasts frequently purchased
- An incentive program for the participating member
- A Participating Member custom core list of a minimum of 100 items
- A proven small business platform
- Grainger's expertise with launching national contracts
- Experience with more than two million customers
- Over 360 branches located in all 50 states (5 in Arizona)
- 13 distribution centers
- $1 billion in available inventory
- 4,800 General Catalog manufacturers and suppliers
- Proven 96.75% accuracy rating for the City of Tucson in 2013
- 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 134 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 on Grainger.com carries over one million total products from more than 4,800 manufacturers and suppliers 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 refer to **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.

For further details, information is available online at (Figure 2.1):

www.Grainger.com/Green

(Figure 2.1 - www.Grainger.com/Green)

Grainger will work with The City of Tucson and Participating Public Agencies to promote the use of Green sustainable products.

Emergency Preparedness: W.W. Grainger Inc. Business Continuity Plan - Executive Summary

Introduction and Overview

Granger is uniquely positioned to respond to emergency situations. Grainger's network of 360 plus branches is supported by 13 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.

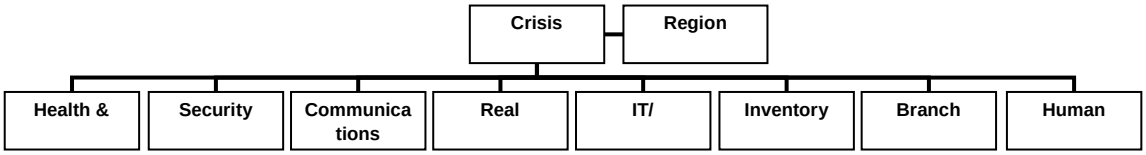
In the event of a damaged or destroyed branch, our expansive network allows us to continue to service customers under the most extreme conditions, including events such as 9/11, and Hurricanes Katrina, Rita, Superstorm Sandy and the Joplin tornado. For example, during Hurricane Katrina, one of our two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



(Figure 2.2 – Crisis Management Team)

The Crisis Management Team has an established response list (Figure 2.2 above):

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, for the Gulf Coast region's responders during Hurricanes Katrina and Rita, during the tornado in Joplin, MO and for Superstorm Sandy. A more detailed outline of Grainger's support during those emergencies can be provided upon request.

Please 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.

Recent Emergency Examples

Superstorm Sandy – October 2012:

Within hours, critical supplies & equipment were routed to Grainger branches located in affected communities in New York, New Jersey & Connecticut. Dozens of employee volunteers from across the US were brought in to assist multiple first responder and first receiver agencies including FEMA, New York City Office of Emergency Management as well as the NY-NJ Port Authority. Grainger committed $100,000 to the American Red Cross Hurricanes 2012 Disaster Relief Fund. Grainger Ready When Time Comes volunteers were deployed to aid recovery efforts in affected areas including Queens, NY. Grainger became the national launch sponsor of the American Red Cross Volunteer Connection system in 2012, a next-generation volunteer management system which was utilized following the devastation of Superstorm Sandy.

Joplin – May 2011:

Within days following the Tornado that struck the city of Joplin, MO on May 22nd, 2011 Grainger opened a temporary branch within 1 mile of the impacted area to streamline the supply chain for first responders, first receivers and affected businesses in the area. Within hours trailer containing critical supplies were routed to the Joplin area. When the State Office of Emergency Management agency contacted Grainger over the weekend to obtain critical supplies needed to control access to the disaster zone Grainger employees quickly located the inventory needed and arranged for overnight delivery utilizing their own personal vehicles. Grainger employees quickly established communications with Mercy Health to provide communications equipment and emergency lighting solutions needed at St. John's Regional Medical Center which was destroyed by the Tornado. Grainger delivered a check for $52,000 to the Greater Ozark Regional Chapter of the American Red Cross to assist relief efforts in Joplin and neighboring communities.

For more information, please see **Exhibit H – Grainger Disaster Recovery**

2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division, ordering entity, etc.

Grainger is capable of meeting all requirements for the monthly usage reporting. We will provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report will provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report will list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division and ordering entity.

For the sample report, please see **Exhibit D – Monthly Usage Report**

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~~ purchaser. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies ~~Contract Representative~~ purchaser.

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's local branches and robust distribution network will add to the successful performance of the awarded contract. Optimizing shipping and delivery to the multiple delivery sites requires four key operational elements:

1. Supply Chain Capabilities and Efficiencies
2. Inventory Management
3. Logistics Management
4. Vendor Managed Inventory

Today Grainger serves over two million customers across the United States through a world class distribution network of over 360 branches in all 50 states, which are supported by 13 distribution centers (DCs), shown in Figure 2.3 – Grainger Distribution Centers.

Grainger's world class distribution network and supply chain starts with 4,800 suppliers that provide Grainger access to over one million unique products across 30 broad product categories. Grainger has invested over $1 billion in inventory that is strategically located in our U.S. network. Our distribution network is designed to get customers the right product, at the right place, at the right time and we work with customers to understand what they need and when they need it.

Of significance to the City of Tucson facilities, are Grainger's two DCs which are conveniently located close to the state, making most locations a next day delivery point. Grainger's Mira Loma, CA Distribution Center is 330,000 square foot and stocks 160,000 products valued at approximately $43 million. Our Patterson, CA Distribution Center is 820,000 square foot and stocks 150,000 products valued at approximately $60 million.

Supporting these strategically located facilities is Grainger's $1 billion DC and branch inventory network which can be leveraged at any time to meet the needs of the City of Tucson and Participating Public Agencies.

Complete Listing of Current Grainger Distribution Centers and Master Branches

Grainger U.S. Distribution Centers (DCs) and Market Distribution Centers (Market DCs)				
Distribution Centers				
Name of Facility	**Location** (City and State)	**Approximate Number of SKUs**	**Approximate Square Footage**	**Approximate Inventory Value**
Los Angeles DC	Mira Loma, CA	129,000	335,000	$ 38,300,000
San Francisco DC	Patterson, CA	219,000	820,000	$ 70,700,000
Dallas-Ft. Worth DC	Dallas, TX	136,000	360,000	$ 60,300,000
Greenville DC	Fountain Inn, SC	280,000	1,200,000	$ 108,000,000
Jacksonville DC	Jacksonville, FL	113,000	230,000	$ 30,400,000
Kansas City DC	Kansas City, MO	135,000	1,300,000	$ 48,800,000
Cleveland DC	Macedonia, OH	132,000	380,000	$ 42,300,000
Minooka DC	Minooka, IL	400,000	1,100,000	$ 126,700,000
New Jersey DC	Robbinsville, NJ	143,000	430,000	$ 55,900,000
Southaven DC	Southaven, MS	108,000	230,000	$ 31,000,000
Denver Master Branch	Denver, CO	74,000	45,000	$ 7,900,000
Plymouth Master Branch	Plymouth, MN	90,000	35,000	$ 12,100,000
Seattle Master Branch	Seattle, WA	81,000	56,000	$ 8,800,000

(Figure 2.3 – Grainger Distribution Centers)

Grainger's end-to-end supply chain strategy brings together customer demand, sources of supply, and Grainger's distribution operations to deliver a robust capability aimed at helping customers procure product in a just-in-time manner to reduce their operating costs.

Customer Demand

To reduce on-hand inventory and help customers lower their inventory carrying costs, Grainger uses demand planning tools described above and techniques to effectively position products at the right place and time. We collect and aggregate up to three years of sales transaction data and demand history to the servicing facility (i.e. local Grainger branch or a Distribution Center) for shipment.

Based on this data and local market customer need, inventory plans are created and executed. Stocking levels are refreshed on a monthly basis and market intelligence data is incorporated into the historical profiles to minimize lead times on orders for catalog products stocked in our distribution centers. This superior level of service enables our customers to reduce their costs by not having to inventory product and will also allow us to achieve the goals the City of Tucson has established in the RFP.

Delivering an Industry Leading Customer Experience

To deliver products to the customer, Grainger transports product to and from our distribution centers and branches through a robust transportation network of numerous carriers worldwide. Due to the high number of shipments processed on a daily basis, Grainger is one of UPS's top customers on a global basis. We also enjoy a preferred customer relationship with global provider, FedEx. Due to our strong partnerships with UPS and FedEx, we have significant leverage to secure competitive rates and large capacities in emergency situations.

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

7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered ~~or installed~~. Warranty shall also guarantee accepted trade standards of quality, fitness for the manufacture's intended uses, and conformance ~~to promises or specified~~ product description specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein

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

Grainger's Standard Warranty

ALL PRODUCTS SOLD ARE WARRANTED BY SELLER ONLY TO BUYERS FOR RESALE OR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE (1) YEAR AFTER DATE OF PURCHASE FROM SELLER, UNLESS OTHERWISE STATED. DURING SUCH ONE (1) YEAR PERIOD, SELLER WILL USE REASONABLE EFFORTS TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT; PROVIDED, HOWEVER, THAT BUYER HAS RETURNED THE DEFECTIVE PRODUCT TO THE APPROPRIATE SELLER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY SELLER, SHIPPING COSTS PREPAID. ANY REPAIR OR REPLACEMENT OR, AT SELLER'S OPTION, SELLER'S REFUND OF AMOUNTS PAID BY BUYER FOR THE DEFECTIVE PRODUCT, SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER. SELLER 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. SELLER RESERVES THE RIGHT TO CORRECT PUBLISHING ERRORS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. SELLER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO SUCH LIABILITY. SELLER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY BUYER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NO WARRANTIES TO CONSUMERS. SELLER MAKES NO WARRANTIES UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

Prompt Disposition. Seller will make a good faith effort to promptly correct or otherwise make an adjustment under its warranty with respect to any Product which proves to be defective within the warranty period. Before returning any Product, write or call the Seller's branch from which the Product was purchased, giving the date and number of original invoice, and describing the defect.

Product Use. Buyer shall be responsible for complying with all applicable laws, codes and regulations, including, without limitation, ANSI, UL, NEC, FAA and CSA, regarding installation or use of Products.

Cross-referencing Information. Seller may provide cross-reference information for product comparisons or substitution. CROSS-REFERENCED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS EXACTLY COMPARABLE OR AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Buyer will review all specifications prior to purchase and use to determine suitability for Buyer's intended use. Selection of Product is the sole responsibility of Buyer.

Manufacturers' Warranties & Sales Literature. Many of the Products listed in Seller's General Catalog are warranted by the manufacturer to the final user. Upon request by Buyer, as a service for the Term of this Agreement, Seller will obtain copies of manufacturers' consumer warranties and will furnish them free of charge to Buyer. Such requests must include the Seller's stock number and the manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested. Seller may also furnish sales brochures and other literature of the manufacturer. Seller assumes no responsibility for the content or coverages contained in any manufacturer's warranty or sales literature by providing this service.

OSHA Hazardous Substance Product Information. Manufacturer's Material Safety Data Sheets (MSDS) are also available: (i) at Buyer's local Grainger branch; (ii) by accessing www.grainger.com; or (iii) by contacting Seller in writing at Grainger, Dept. B2.L41, 100 Grainger Parkway, Lake Forest, IL 60045 U.S.A. Seller makes no warranty, and expressly disclaims all liability, with respect to the accuracy or reliability of any MSDS.

Materials of Trade. Buyer represents that it is purchasing Products as its "materials of trade" as defined in the Hazardous Materials Regulations in Title 49 of the Code of Federal Regulations. It further represents that the Products shall be used in direct support of its business, which is not transportation, and that such Products shall not be resold or transported in a vehicle other than one owned by itself.

Terms and Conditions for Sourced Product

Sourcing Services

Grainger will source products not available through the Grainger General Catalog. Grainger does not source the following products: weapons, ammunition, explosives, aircraft products (including ground support equipment), products containing asbestos, nuclear-related products, products directly involved in production of final product (end unit), products with restricted distribution, or any product judged to be too great a liability risk by W.W. Grainger, Inc.

Pricing

The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Delivery

Please note that these products will be shipped directly from the manufacturer and as such will have longer delivery times based on availability from manufacturer. Please contact Grainger at time of order for any delivery time.

Warranty

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

Warranty Disclaimer

GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABLITY APPLY TO SOURCED PRODUCTS.

WARRANTY DISCLAIMER. 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.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Returns

A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee of 35% of Sourced Product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed.

Stocking Sourced Product

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

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 maintenance, repair and operations (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 4,800 manufacturers and suppliers are listed below.

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

   - Marathon Motors
   - Weg
   - Century
   - Baldor
   - TB Wood's
   - Tsubaki
   - Thomson
   - Lovejoy
   - General Electric
   - Fenner Drive
   - Schneider Electric
   - Bell & Gossett

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

   - Acuity
   - Greenlee
   - Hubbell
   - Klein
   - Pass and Seymour
   - Raco
   - Schneider Electric
   - Siemens
   - Thomas & Betts
   - Wiremold

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

- GE Lighting
- Philips
- Acuity
- Cree
- Cooper Lighting
- Lutron
- LumaPro – Grainger Exclusive Brand
- Streamlight
- Duracell
- Energizer
- Streamlight
- Hubbell

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

- DeWalt
- Milwaukee
- Bosch
- Makita
- Lenox
- Armstrong
- BlackHawk
- Stanley
- Irwin
- Proto
- Klein Tools
- Greenlee
- Skil
- Husqvarna
- Irwin

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

- Fluke
- FLIR
- Mitutoyo
- Rigid

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

- Lincoln
- Dayton
- Coxreels
- Speedaire
- DeWalt
- Westward
- Chicago Pneumatic
- Fuji
- Wilkerson
- Stanley Bostitch
- Goodyear Engineered Products
- Ingersoll-Rand

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

- Sandvik Coromant
- Walter USA
- Sumitomo
- OSG
- Greenfield
- Guhring
- KEO Cutters
- Micro 100
- Norton
- 3M
- ARC
- Dewalt
- Merit
- United/SAIT
- Weiler
- Econoline

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

- Louisville
- Werner
- Akro-Mills
- Durham
- 3M
- Genie
- Buckhorn
- Coffing
- Lista
- Stanley Vidmar

i. Welding – Welding equipment and supplies.

- Miller
- Steiner
- Weller
- Lincoln Electric
- Victor
- 3M
- Allegro
- Speedglas

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

- Bostitch
- DeWalt
- Battalion
- Tapcon
- Snap-loc
- Toggler
- Wej-it
- Red Head
- 3M
- CRC
- DAP
- Gorilla Glue/Tape
- Loctite
- Scotch

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

- Mobil
- CRC
- Lincoln
- WD-40
- LPS
- Loctite
- Sprayon
- Zep Professional
- Rust-oleum
- Wooster
- Dem-Kote
- Benjamin Moore
- Tough Guy
- Graco
- Zinsser

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

- 3M
- Aearo
- Brady
- Condor
- DBI-Sala
- North by Honeywell
- Dupont
- Brady
- Eagle
- Justrite
- Ultratech
- Rubbermaid
- Oil-Dri
- Abus
- Garret metal detectors
- Sentry Safe
- Schlage
- Yale
- Tapco
- Council Tools
- Blackhawk
- Fire-Dex
- Firepro
- Hellfire

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

- 3M
- Diversey
- Clorox
- Rubbermaid
- Continental
- Tough Guy
- GoJo
- Johnson Wax Professional
- Georgia Pacific
- Kimberly Clark
- Scotch Brite
- Zep Professional

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

- QMark
- Dayton
- Fostoria
- L.B. White
- 3M
- Emerson Climate
- Friedrich
- Frigidaire
- General Electric
- Honeywell
- 3M
- Air Handler

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

- Dayton
- Little Giant
- Zoeller
- ARO
- Goulds Water Technology
- Honda
- Rheem-Rudd
- Ridgid
- Taco
- Watts
- American Standard
- Armstrong
- Sloan
- Red-Hat Apollo
- Acorn
- Bradley
- Chicago Faucets
- Elkay
- Rain Bird
- Rheem
- Vanguard
- Zurn

p. Other Categories

Lab Supplies- Aggregate and Agriculture Testing, lab chemicals, consumables, diagnostics and equipment, fume hoods, instruments, ovens, heating and refrigeration, storage and transport, labware

- Lab Safety Supply
- Extech
- General Laboratory Products
- Heathrow Scientific
- Chemware
- LabChem
- Qorpak
- Spectrum
- Thermo Scientific
- Wheaton

Outdoor Equipment – Pressure washers, rakes, shovels, lawn mowers, trimmers, generators, garden hoses, cutting and pruning tools

- Westward
- Ariens
- Off
- Echo
- Honda
- Champion
- Generac
- True Temper
- Nupla
- Weed Eater

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.

   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.

3. **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 in stock products must be received by the City within seven (7) days of initial notification.

   Please refer to Grainger's Standard Warranty language in **Section A.7, Warranties**.

4. **PRICING:** Prices for the National Core List and/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

The top purchased products from each product category under the scope of requirements have been identified, thus creating a list of approximately 800 items. Additionally, Grainger has included approximately 400 of the most purchased lamp and ballast products. This creates a comprehensive core list consisting of approximately 1200 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.

Grainger has also identified the top categories bought across the public sector business and provided a discount for each category that will be applied to each item under that category. This will give a discount range of 10% - 45% off Grainger's published catalog price and includes over 966,000 products.

5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

To the extent Grainger offers a limited-time sales promotion for specific items to Government entities over the term of the Contract, the City of Tucson and Participating Public Agencies would also receive such promotion.

C. SERVICE REQUIREMENTS: 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.

1. 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.

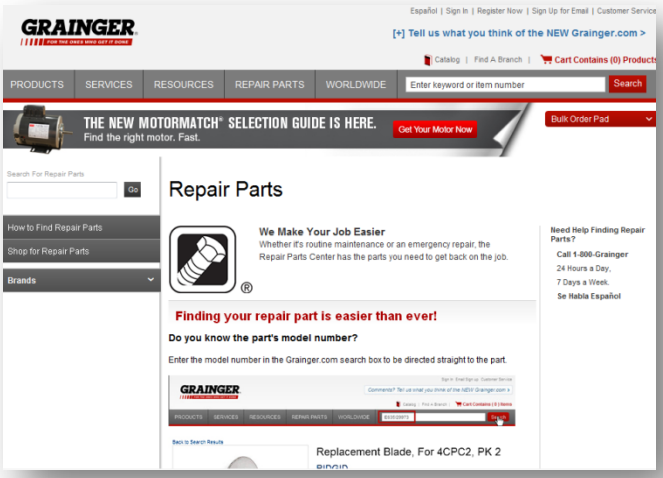
Grainger Parts and Sourcing (Special Order Desk) – Grainger's sourcing team procures those facilities maintenance products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for miscellaneous facilities maintenance related products and provides customers 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 E – Grainger's Sourced Product Terms and Conditions** for further details.

Custom Product Center – The City of Tucson can apply your logo or unique message to just about any product to promote your brand or for easy identification. Customize products like filters or signs to meet your needs. You decide the size, configuration or message—we take care of the rest. For further information, please visit www.grainger.com/content/custom-product-center (Figure 2.4):

(Figure 2.4 - www.grainger.com/content/custom-product-center)

Repair Parts – The City of Tucson and Participating Public Agencies will also have access repair parts for products including hard-to-find and discontinued items from brand-name manufacturers. Click on the "Repair Parts" tab to access Grainger's online Repair Parts center at www.Grainer.com/repairparts (Figure 2.5).



(Figure 2.5 – Repair Parts at Grainger.com/repairparts)

2. **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 pick up 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.

Supported eProcurement Transactions

eProcurement, the computer-to-computer exchange of documents such as purchase orders, invoices and payments, eliminates many of the manual steps involved in processing transactions, increases data accuracy, and enhances cycle times. The following are standard transaction sets supported by Grainger's eBusiness department. Grainger also has the capabilities to support custom non-standard transactions on a per request basis.

- Invoice - 810 ANSIx12, cXML , xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL
- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12
- Grainger can currently support up to an ANSI X12 version 5050
- Grainger can currently support most versions of cXML
- Grainger supports xCBL 3.5 version

The charts below reflect Grainger's experience and flexibility in offering customers options for **Marketplaces, Technology Standards and Electronic Catalog formats.** Grainger has experience with:

Marketplaces			
Adaco	Edict Systems	Ketera	ReactorNet
ADP	Elcom	JPMC Xign	Quick Books
Aeroexchange	Elemica	K12 Buy	SciQuest
Ariba	Enporion	Lawson	ShipServ
AssetPoint	ePS	Material Mgmt Software	Schuster 360
AvidXchange	Epylon	Maximo (IBM)	Skyward
Bellweather Software	Equal Level	MedAssets – GPO	SmartEquip
Birch Street	eSchool Mall (ESM)	Mercury Commerce	Sollod technologies
Brand Labe	eVA	Meplato	Sterling Commerce
Broadland – GPO	Exostar	OB10	TX SmartBuy

Marketplaces			
Business Advantage	Expense Watch	Oracle	Taulia
BuyEficient – GPO	Global eProcurement	Osiris Innovation Group	Tejari
Capitol Computer Assoc	GHX	OSN	Thalerus
Cinema Solutions	Hubwoo	P2P Solutions	Trancepta
Click2Procure	iPurchase	Peoplesoft	UniMarket
Coupa	IBX	Periscope	Verian (Procurelt)
Direct Commerce	IDS	ProcurePlus – GPO	Vinimaya
DSSI	Infor Datastream	Puridiom	VITG Global
Dynamics NAV	JD Edwards	Quadrem	Wallmedien

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

Electronic Catalog Formats
CIF
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**
- **eCommerce Operations Team**
- **Enterprise Systems Architecture Team**
- **Enterprise Systems Business Systems Team**

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.

2. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.

Grainger works with 4,800 General Catalog manufacturers and suppliers. Many of these manufacturers and suppliers maintain repair facilities 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 TripleGuard program below.

Grainger TripleGuard repair & replacement coverage is offered on products that are mechanical or electrical, and which may have a tendency to fail on fairly regular intervals. The type of coverage (repair or replacement) is determined by the current Grainger catalog/list price of the item being purchased:

- **Replacement Plan** — for eligible products listing less than $500. Get one-time product replacement for failed covered products-no repair service necessary. Your replacement product comes from Grainger with an additional full one-year Grainger warranty. Coverage can be added to the replacement product at the current catalog/list price. Current Grainger coverage prices will apply. If placing order by phone, ask your Grainger representative to add the coverage to your order.
- **Repair Plan** — for eligible products listing at $500 or more. Receive 100% coverage on parts and labor for mechanical and electrical failures. If your covered product cannot be repaired, it may be replaced at no additional charge with a product of equal or similar features and functionality. Any product replacement fulfills your coverage obligation.

After you order your Grainger TripleGuard repair & replacement coverage, you will receive your coverage documents by mail in about 30 days. There is no registration required. If your covered product fails, simply call 1-800-811-1747 anytime (24/7). Simply provide your Grainger account number and our customer service representative will arrange for service or replacement of your covered product.

* Coverage is not available outside the U.S.

3. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles and supply vending machines. Consulting and analysis solutions are also desirable.

KeepStock – Inventory Management Solution*

Grainger provides a suite of inventory management solutions under its KeepStock® (Grainger's inventory management solutions are referred to as KeepStock) offering. From customer-managed inventory solutions like labeling, scanning and mobile capabilities to vendor-managed inventory solutions like on-site support, dispensing machines (also referred to as vending machines) and on-site branches, Grainger's KeepStock program meets customers' unique needs.

Grainger will provide KeepStock Inventory Management Solutions to the City of Tucson at no cost to the City of Tucson. The Inventory Management team can apply a range of solutions to help you make your maintenance, repair and operations (MRO) inventory management as efficient as possible. Each of these efforts will be performed in collaboration with the customer and are designed to reduce costs, exceed customer expectations and drive contract compliance.

KeepStock, Grainger's Inventory Management Solution, is a critical area for increased savings. Grainger currently has over 55,000 KeepStock installations in the United States. This value added service will assist the City of Tucson in product replenishment at no fee for the KeepStock service to the City of Tucson. In addition, KeepStock will help the City of Tucson:

- Save Money: Just-in-time usage. Reduce inventory and improve product availability
- Save Time: Reduce time required to receive, manage and reorder products
- Save Space: Maximize use of space keep inventory organized and accessible

By using KeepStock to manage their inventory, customers typically see an immediate cost savings. At the same time, Grainger experiences an increase in sales across product categories through supplier consolidation, which directly increases contract compliance.

KeepStock is an innovative solution that helps customers achieve their goals by:

- Optimizing inventory levels and reducing excess product stock and stock-outs
- Improving control and organization of inventory
- Increasing productivity and efficiency with a streamlined purchasing process
- Reducing procurement costs for frequently purchased MRO items

Grainger's comprehensive offer of product, supply chain, value added services and system functionality have helped other customers throughout the country increase contract compliance and realize savings.

All inventory management solutions (Grainger refers to as KeepStock Solutions) which are included by not limited to the KeepStock solutions described directly below.

Grainger's suite of managed inventory solutions are services which are customizable based on your need and includes:

Solution: KeepStock® Scan℠ *

An Inventory Management Solution Using Barcode Scanning to Streamline Your Ordering Processes

KeepStock® Scan℠ is a customer managed inventory replenishment solution that utilizes Grainger-provided scanning technology to help streamline ordering processes for stocked Grainger items. By using this automated tool to order your Grainger inventory, your workers will have more time to focus on their jobs.

This solution offers the following benefits:

- **Easy to use.** The easy-to-use scanner provides a true point and click single bar code reading system to easily automate the reordering of stocked items for tool cribs, storerooms, multiple storage areas and any number of point-of-use locations. The solution makes it easier than ever for you to manage and reorder the Grainger supplies you use everyday.
- **Streamline purchasing.** Once an item is scanned, connect the scanner to upload the scans directly into the Grainger system. This will create an order that can be routed via e-mail for final approval(s). Once an order is approved, it will ship next day to your desired location.
- **Minimize time spent on paperwork.** KeepStock Scan provides online reporting where you can quickly access your purchase order history to help you understand what items you're buying over a given period of time. This data will enable you to make better decisions on the inventory you need to keep on hand.

Please note: **Eligibility for each of Grainger's KeepStock® solutions may be subject to certain varying qualifying criteria, including the acceptance of click-through license agreements where applicable for customer use of Grainger-owned technology.*

Solution: KeepStock® Track℠ *

An Inventory Management Solution to Help You Track the Movement of MRO and Scientific Curriculum *Inventory*

KeepStock® Track℠ is a managed barcode inventory control system that lets you manage the movement of maintenance, repair and operations (MRO) inventory as it is received, issued and transferred into and throughout your business.

This solution offers the following benefits:

- **Low cost, easy-to-use program.** Grainger provides barcode scanning hardware and a web-based management application program. An on-site specialist will help you install and train your staff on how to use the program.
- **Tracking of inventory movement and product consumption.** Help keep your inventory management costs down by identifying slow and inactive moving inventory items. Allows you to allocate usage to appropriate user, cost center or customer account number.
- **Real time analytics and reporting.** KeepStock Track alerts you to low and out-of-stock inventory items. It helps you identify inventory usage and trends while providing quantifiable asset valuation for your physical on-hand inventory.

Please note: **Eligibility for each of Grainger's KeepStock® solutions may be subject to certain varying qualifying criteria, including the acceptance of click-through license agreements where applicable for customer use of Grainger-owned technology.*

Solution: KeepStock® Label℠ *

A Simple Labeling Solution that Helps You Manage Your Inventory So You Can Focus on Your Operations

KeepStock® Label℠ is a Grainger.com® inventory management solution that helps you identify, organize and manage your inventory. Create online Inventory Lists that enable faster identification of materials and simplify reordering. KeepStock Label requires no special software or advanced technology, and is available for everyone to use at no additional cost.

- **Create an Inventory List.** Keep track of your commonly used Grainger inventory items, including inventory levels, stocking locations and any internal part numbers. Share this list with others or export into a .txt file. A download option lets you export and save your lists.
- **Identify and organize your inventory.** Print a label for each item on your Inventory List. The label information includes the product image, description, SKU number, desired inventory levels, and stocking locations. Print and attach the labels to your stocking bin locations.
- **Simplify the re-ordering process.** Print a re-order form from your Inventory List. Use the re-order form to help you cycle count your inventory or use it as a reference to place your next Grainger order.

Please note: **Eligibility for each of Grainger's KeepStock® solutions may be subject to certain varying qualifying criteria, including the acceptance of click-through license agreements where applicable for customer use of Grainger-owned technology.*

Solution: KeepStock® Mobile℠ *

The Inventory Management Solution for Your Mobile Environment

KeepStock® Mobile℠ is a customer managed replenishment solution that utilizes Grainger-provided scanning software to help you manage inventory that moves, such as supplies in a service truck or van.

This solution offers the following benefits:

- **Easy -to-use.** Grainger provides assistance with scanning hardware, barcode labels and project implementation. Once set up, the scanning technology makes it easy for service technicians moving from location to location to reorder the Grainger supplies they need.

- **Streamline purchasing.** KeepStock Mobile is a turnkey program that allows technicians to place orders directly with Grainger. Items can be scanned, ordered remotely and shipped to a specified address or picked up at any local Grainger branch.
- **Maximize productivity.** Improve productivity by reducing time spent identifying and ordering products. Allows technicians to focus on using their valuable trade skills and completing work orders.

Please note: **Eligibility for each of Grainger's KeepStock® solutions may be subject to certain varying qualifying criteria, including the acceptance of click-through license agreements where applicable for customer use of Grainger-owned technology.*

Solution: KeepStock® Onsite℠ †

Onsite Assistance from Grainger employees to Help You Control Your Inventory Management Processes

KeepStock® Onsite℠ is your turnkey MRO and Scientific Curriculum vendor-managed inventory (VMI) solution. A knowledgeable Grainger professional visits your site for a mutually determined amount of time (up to 40 hours per week*), and utilizes scanning technology to replenish and reorder Grainger products to save you both time and money. Plus, with the workflow options, you are in complete control of which products get ordered.

KeepStock® Onsite℠ can help you save time and money managing your MRO and Scientific Curriculum supplies by:

- **Identifying Grainger Catalog products.** This includes working off purchase requisitions/orders to cross reference items. Coordinates other Grainger resources to identify the best product solutions.
- **Placing orders.** Items are scanned and electronically placed by the onsite Grainger representative.
- **Providing dedicated customer service.** Handles inquiries regarding invoicing, product returns, and order expediting.
- **Product put-away.** The Grainger Representative will transport and put Grainger shipments of products away in your designated storage areas. (Certain guidelines for product staging and handling and storage restrictions apply.)

Please note: **Eligibility for each of Grainger's KeepStock® solutions may be subject to certain varying qualifying criteria, including the acceptance of click-through license agreements where applicable for customer use of Grainger-owned technology.*

†Eligibility may require an on-site assessment at customer site to be conducted by Grainger's Consulting Services group.

Solution: KeepStock® Secure℠ †

A managed inventory solution using automated dispensing machines to secure and control usage of mutually agreed upon consumable MRO items.

This solution offers the following benefits:

- **Secure product.** All products are secured in a locked dispensing machine to reduce excessive product use and pilferage.
- **24/7 access.** Easy unattended secure access to highly consumable items.
- **Reduce storeroom trips and waiting time.** Located at point-of-use locations, helps improve employee productivity by limiting extra trips around the facility to obtain items.
- **Reduce on-hand inventory.** Helps improve control over inventory costs. Automated reordering helps reduce stock-outs and PO processing costs.
- **Robust reporting.** Tracks usage with transaction detail and summary at item, employee and department levels.

Grainger will provide complete project management of the dispensing machines implementation including planning, transportation, installation, on-site training and replenishment services.

Requirements

- Users and supervisors will be readily available for training to use machines
- Provide power source and IT requirements for each machine
- Confirm network security clearance
- Approve Port 443 for inbound/outbound traffic and troubleshooting
- Dedicated power supply and Cat 5 connection internet drops at machine
- Confirm Web service connection from browser
- Only products purchased from Grainger prior to their being dispensed will be installed in machines
- Not a guaranteed offer; each machine request must be evaluated, qualified and agreed to by Grainger

Contract Terms

A written agreement signed by both the National IPA Member selecting this KeepStock solution and Grainger will be required prior to placement of any dispensing machine at a Member facility. Numbers and locations of Dispensing Machines made available to any National IPA Member will be subject to the mutual agreement of the Member and Grainger. Other offered terms for this KeepStock solution are shown on **Exhibit I, Grainger's KeepStock Solution – Key Understandings.**

Please note: † *Eligibility may require an on-site assessment at the* National IPA *Member's site(s), to be conducted by Grainger's Consulting Services group, to evaluate the unique and/or specific inventory challenges that the Member may be facing, collect and analyze appropriate inventory management data and determine the best KeepStock solution from among the portfolio of services, including KeepStock Secure, then offered by Grainger.*

Please refer to **Exhibit J – Grainger KeepStock Overview** for further details.

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

Grainger is committed to cultivating a culture of diversity in our workplace, our supplier relationships and in our communities. In 1995 Grainger established a Supplier Diversity Program to actively include more businesses owned by minorities, women and disabled individuals as product suppliers for our General Catalog offering. The commitment and effort of those involved in this initial effort has resulted in a supplier offering that allows our customers to further their socioeconomic goals.

As the leading North American distributor of facilities maintenance products, Grainger buys from diverse suppliers for two distinct requirements:

- Products that we, as a distributor, sell to our customers
- Goods and Services we need to keep our operations running

Products made by diverse suppliers are identified in our catalog and on our web site with the following symbol (Figure 2.6):

(Figure 2.6 – Grainger Supplier Diversity Symbol)

Additionally, 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. We host a registration Web site (https://app.suppliergateway.com/grainger) for prospective suppliers to submit a profile in order to be considered for upcoming sourcing opportunities. Grainger searches databases of the following organizations to identify potential manufacturers:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- Small Business Administration/PRO-Net (SBA)
- Supplier Gateway Portal (Grainger supplier registration tool)

In 2013, Grainger's sales of M/WBE products exceeded $107 million, representing over 30,000 products made by 37 minority manufacturers, 61 woman-owned and 15 veteran owned manufacturers. Grainger adds value to these products by making them available to over 1.6 million customers. The small businesses grow and create more jobs in their community as a result of being in our catalog. We make it easy for customers by publishing 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. The Grainger Supplier Diversity program is a Win/Win for customers and diversity suppliers.

Distributor Alliance Program

In addition to the Supplier Diversity Program, Grainger has also developed our Distributor Alliance (DA) Program to assist customers in meeting diversity goals. In 2013, Grainger had over 70 DA Partners with sales of over $84 million. Under the DA Program, a DBE provides services and resells products from Grainger to state, federal and local government customers, as well as companies within the private sector that are committed to the development of small business. Grainger is deeply committed to promoting socio-economic growth by committing resources to Supplier Diversity and DA and to building relationships with diverse business partners. An example of Grainger's commitment to the DA program, Grainger has cultivated, coached and mentored numerous small businesses. Some of these businesses have graduated from the DA program as a result of increased growth and sales directly related to their participation.

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.

6. Green/Sustainability Program:

a. Policies: Efforts and policies pertaining to green and sustainability.

Green/Sustainability Program

Grainger currently has sound environmental and sustainability practices in place. We read often about the focus today on sustainability and "greening" the environment. This is often posed in the context of aspirations but what really matters is what companies are doing to bring the aspirations to fruition. At Grainger, the commitment to ensuring that we not only talk the talk but walk the walk starts at the top.

> *"Corporate commitment to environmental stewardship is essential to the quality of life for our future generations. Grainger looks at sustainability in terms of People, Planet & Performance and how to best balance these priorities in the operation of our business. Our people are our number one resource. We are constantly looking for ways to use resources wisely and reduce our impact on the environment and we help our customers do the same by offering them a growing number of greener products and services."*
>
> ***James T. Ryan***
> *Chairman, President and*
> *Chief Executive Officer, Grainger*

As indicated above, stewardship for the environment and managing our business processes and facilities consistent with sustainable practices is a key priority for Grainger. Our Web site, Grainger.com/sustainability, provides the detail on how we are meeting our commitments along with our policies. Below are some examples of how we have and are addressing and meeting our commitments.

In 2012, Grainger publicly disclosed for the first time its carbon footprint, a measure of greenhouse gas emissions. Grainger is among 3,000 organizations in 60 countries that disclose their greenhouse gas emissions and climate change strategies to the Carbon Disclosure Project (CDP). The reporting by the CDP provides transparency into an organization's sustainability practices and identifies risks that affect employees, customers, investors and ultimately, business performance. Reporting carbon emissions is a growing trend for companies and an indicator of a commitment to sustainability.

Grainger received a score of 73 on a 100-point scale, which exceeds the average score of 70 for S&P 500 companies that participated in the project. Grainger is the first MRO distributor to publicly disclose its carbon footprint via the CDP, another demonstration of its commitment to leadership in the industry.

The majority of Grainger's carbon footprint is comprised of energy consumed in distribution centers, branches and corporate offices. Grainger invests in energy-efficient facilities, which then have a direct effect on the carbon footprint.

For example, Acklands–Grainger has initiated a lighting efficiency program, updating more than 100 facilities in the last four years. The U.S. operation conducts a similar program that resulted in a 15 percent decrease in energy consumption at 50 upgraded facilities during the same time period.

For 2013, Grainger will set carbon emissions reduction targets that balance the growth of the organization with investments that aim to increase efficiency in operations and result in a healthier future for the organization and the planet.

It's important to Grainger that team members connect to the issue of sustainability. Grainger launched a program aimed at educating team members about what sustainability means to the business and encouraged them to interact and share their ideas. Grainger's "Right Idea" initiative provided team members with the opportunity to share best practices with others across the network.

- Grainger offers more than 33,000 green products on Grainger.com
- Grainger sold more than 380,000 LED lamps and fixtures in 2012.
- Grainger Lighting ServicesSM, which provides lighting and lighting controls retrofit services, has saved customers 209 million kilowatt hours and $22 million on electric bills since 2010. That's enough energy to power more than 17,500 homes for a year.*
- In 2012, Grainger distribution centers in the United States recycled 303 tons of cardboard and 22 tons of plastic wrap per facility for a total recycling rate of 72 percent.

* Source: EPA Clean Energy Calculations and References Guide. The calculations and information are estimates based on certain assumptions and do not constitute a guarantee of future savings. All calculations based on estimated15-year life from the installation of energy efficient measures identified for a given project.

LEED Certification

It is clear that LEED initiatives have found support and a following in both the public and private sectors. 45 states, 14 federal agencies or departments, and numerous counties and municipalities have embraced LEED initiatives (source: USGBC.org). 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 new branch construction, to participating in numerous recycling programs, to working with the U.S. Green Building Council, the company is helping to preserve the natural resources within the communities where it does business. Grainger is the first industrial distributor to have LEED certified facilities. Grainger currently operates over 3.5 million square feet of LEED certified space. LEED certified facilities are not only more environmentally responsible, but also reduce energy costs by 30%, water usage by 35 to 50%, and overall waste by as much as 90%.

Most recently, Grainger added two new distribution centers in Minooka, IL and Patterson, CA. Both locations are LEED certified, achieving LEED-Commercial (CI) Platinum and LEED-New Construction (NC) Gold respectively. With the additions of the two distribution centers, Grainger now operates 14 LEED certified facilities. The Minooka facility is the largest LEED CI Platinum facility in the world and features sustainable technologies including a solar wall panel.

SmartWaySM Transport Partner

Another significant step towards operating a more sustainable organization occurred in August 2009 when Grainger became the first and only major industrial distributor to be recognized as an EPA SmartWay^{SM} Transport Partner.

Grainger has joined an elite group of only 170 corporations to receive this recognition, and is the only major Maintenance, Repair, and Operating supplies distributor among them. Not only can Grainger deliver to the majority of our customers next day, we're doing it through a partnership with our SmartWay^{SM} certified carriers, actively reducing carbon emissions with every mile.

The EPA's voluntary SmartWay[SM] program includes carriers, shippers, logistics companies, and truck stops that are committed to reducing transportation-related emissions to improve air quality for the future. Since launching in 2004, SmartWay[SM] partners have saved nearly 1.5 billion gallons of diesel fuel and prevented the formation of 14.7 million metric tons of carbon dioxide (CO2) and other emissions that contribute to climate change. By continuing to examine Grainger's freight operations, as well as working with carriers who are SmartWay[SM] certified, Grainger will continue to experience even leaner distribution and reduce its carbon footprint.

Additional Initiatives

- Over the past 4 years, Grainger has completed over 50 lighting retrofits in its own facilities that have resulted in an average energy and cost reduction of 15%.
- In 2011, Grainger Distribution Centers recycled an average of 236 tons of cardboard, and 16 tons of plastic wrap for a total diversion rate of 72% across the DC network.
- In 2011, Grainger and Alliance Energy Solutions (AES) saved customers 94.679 million kilowatt hours and $11.2 million on electric bills.
- Grainger partners with Call2Recycle by providing rechargeable battery drop-offs at all of our branch locations. Since 2007, Grainger customers have recycled over 63 tons of rechargeable batteries, equivalent to keep 13 schools buses out of landfills.
- 100% of Grainger electronic equipment waste is either remarketed or recycled and kept out of landfills.
- Since 2010, 100% of Grainger’s catalogs have been printed on paper certified by the Forest Stewardship Council (FSC). By using FSC certified paper, Grainger supports environmentally appropriate forest management and ensures that the harvest of timber and non-timber products maintains the forest's biodiversity, productivity, and ecological processes.
- The ENERGY STAR products that Grainger sold in 2009 will save 110 million kWh of electricity a year, 2 million therms of natural gas a year and 1,700 gallons of heating oil annually. That means that 201 million pounds of CO2 pollution will be avoided—that is equivalent to taking 17,000 cars off the road for a year. Grainger’s customers will also save $15.4 million annually on their utility bills.
- In 2010, Grainger transitioned our monthly employee newsletter online. This change saves approximately one million sheets of paper and diverts five tons of paper out of a landfill each year. The change is also equivalent to preserving 120 trees and pulling 3.6 mid-sized cars off the road annually.

- Recent recognition by the USDOE as a Lighting Facts partner. This recognition was awarded to companies who, in the words of the DOE, “have gone above and beyond to integrate Lighting Facts into their everyday business practices, demonstrating their ongoing commitment to the program and to product evaluation.” For more information, please click on this link: http://www.lightingfacts.com/default.aspx?cp=content/recognition
- In October 2010, Grainger was presented with the Illinois Governor’s Sustainability Award. The Illinois Sustainable Technology Center (ISTC), in cooperation with the
- Office of the Governor, has honored organizations for their efforts in sustainability and pollution prevention since 1987. Grainger was recognized for its’ commitment to sustainability in our home State of Illinois.
- Grainger is committed to ensuring that green labeling meets current and developing standards in the industry. Grainger has commissioned Underwriters Lab-Environmental (UL-Environmental) to assist us in ensuring that any green claims in our catalogs meet the current standards.
- In 2009, Grainger established its first annual Green Supplier of the Year award. This award was designed to recognize and reinforce commitment from suppliers to provide new, greener products to our customers. By establishing this award, Grainger suppliers received a clear message that Grainger, and our customers, are committed to implementing green solutions.

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

Grainger’s green products currently exceed 33,000 SKU’s.

c. **Distribution:** Impact in distribution.

Grainger boxes are made from 43% post-consumer and are fully recyclable within your normal process. All of Grainger's boxes are also made from SFI (Sustainable Forestry Initiative) certified fiber sourcing systems. SFI’s main goal is to promote the responsible management of the world’s forests.

In 2009, Grainger moved thousands of shipments from corrugated cartons to envelopes. The envelopes are "Yesterday's News" brand and are made from 100% recyclable material. The two primary packaging materials used by Grainger are air pillows and kraft paper. Both materials are easily reusable or, if at the end of life, are recyclable. We are also currently piloting the use of biodegradable air pillows.

Grainger's distribution centers actively manage carton consolidation and have identified a key metric "Carton to order ratio." This metric shows that the more we can consolidate cartons the less impact we have on the environment since we are shipping fewer cartons. Over the past 5 years, Grainger has seen a 20% improvement.

Grainger continues to identify and implement a variety of initiatives that reduce the environmental impact of packaging materials. Here are a few of the initiatives that have been implemented:

Internal Operations

- Grainger installed approximately 3,900 rooftop solar panels at our 400,000+ square-feet Robbinsville, New Jersey Distribution Center. This 1.2-megawatt photovoltaic solar system should provide enough electricity to power 104 homes a year, save the equivalent of the annual greenhouse gas emissions from 164 passenger vehicles and offset more than 1.8 million pounds of carbon dioxide per year. The new system will supply over half of the energy needs for the facility and will serve as an example for future opportunities.
- Grainger installed 45 HVAC replacements in 2009 and plans on installing 53 HVAC replacements in 2010. All new HVAC replacements will contain R-410A refrigerant (a more environmentally friendly refrigerant) instead of R-22.
- Grainger is taking advantage of lighting rebate opportunities and implemented six (five branches and one distribution center) warehouse lighting retrofits in 2009. Lighting retrofits consist of new, more efficient lighting fixtures with occupancy sensors.
- All Grainger distribution centers (DCs) have pledged to purchase, at a minimum, 30% of the total cost of cleaning supplies by using green products. Many Grainger branches have switched to a green cleaning program to maintain our facilities.
- Grainger completed its first carbon footprint analysis for the United States (GIS) operations in 2008, with Canadian locations being added to the 2009 analysis to understand our environmental impact and establish a baseline for improvement. In 2010, Grainger completed an analysis for all of North American and will continue to expand the scope of our analysis in the coming years to include all operating units.
- Grainger's supply chain team also implemented new energy efficient conveyor controls in its distribution centers to minimize conveyor operation under no load conditions.

d. **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

Call2Recycle Program

Grainger began a partnership with the Call2Recycle program in 2007. As a participant in the program, each Grainger branch offers free, in-branch recycling for rechargeable products, mainly batteries. Grainger branches provide Call2Recycle collection kits for the used items.

The types of rechargeable batteries in the program include those found in:

- Cordless power tools
- Cellular and cordless phones
- Laptops
- Digital cameras
- Two-way radios
- Camcorders
- Remote control toys
- And more

Any rechargeable battery or cell phone that weighs 11 lbs. or less will be accepted. Since joining the program, Grainger has recycled more than 50,000 pounds of batteries; that is equal to keeping the weight of five school buses out of community landfills.

e. **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.

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

Many products meet "green" standards established by a recognized organization such as the ones listed below. These organizations specialize in setting standards and evaluating performance for products that offer customers an environmentally preferable solution:

ENERGY STAR is a label that identifies energy-efficient products that meet strict energy efficiency guidelines set by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). ENERGY STAR products reduce energy use between 10–75%, without compromising quality or performance. They also feature fewer emissions of greenhouse gases, resulting from reduced use of fossil fuels. ENERGY STAR products allow for a more significant return on investment thru extended product life (for specific products) and decreased maintenance. www.energystar.gov

NEMA Premium™ is a label that identifies energy-efficient motors and ballasts. NEMA Premium™ labeled electric motors assist in optimizing motor system efficiency, reducing electrical power consumption and costs, and improving system reliability. NEMA Premium™ motors are particularly cost-effective when annual operation exceeds 2,000 hours. Annual energy savings are dependent upon operating profile, duty cycle, and efficiency gain. NEMA Premium™ labeled ballasts represents the industry's most efficient fluorescent fixed-output and dimmable electronic T8 ballasts. High-efficiency ballasts are capable of producing an additional 5-7% energy savings in typical projects. www.nema.org

The EPA's **Design for the Environment** Program partners with leading companies to make safer products for consumers and the environment. DfE recognition means that the product uses the safest possible ingredients that also ensure the product performs well. www.epa.gov/dfe

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. www.greenseal.org

The **EcoLogo** Program, North America's largest and premiere eco-labeling program, provides a market incentive to manufacturers and suppliers for environmentally preferable products and services, and thereby helps consumers identify products and services that are less harmful to the environment. www.ecologo.org/en/index.asp

The EPA's **WaterSense** label is the mark used to designate a product that meets EPA's criteria for water efficiency and performance or a professional certification program that meets EPA's program specifications. www.epa.gov/WaterSense

The **CRI Seal of Approval** program identifies effective carpet cleaning solutions and equipment that clean carpet right the first time and protect a facility's carpet investment. Not all products clean well enough to earn the Seal of Approval distinction, so look for the blue and green CRI Seal of Approval as proof that you are purchasing or using a quality product. www.carpetrug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products. The **USDA BioPreferred** program aims to increase the purchase and use of renewable, environmentally friendly biobased products while providing "green" jobs and new markets for farmers, manufacturers, and vendors. Products designated as bio-preferred meet minimum levels of bio-based content as defined by the USDA. www.biopreferred.gov

The **BPI (Biodegradable Products Institute) Compostable** Logo program is recognized throughout North America as the standard for approved biodegradable products in organics diversion programs. www.bpiworld.org

SFI (Sustainable Forestry Initiative) certification represents a real commitment by participants to meet rigorous standards, and they have to account for their performance through third-party audits. Only when these standards are met does an organization earn the right to label their products with the SFI logo. This is why the SFI logo has become a symbol of trust, and the preferred choice of a growing number of forest product purchasers around the world. When you see the SFI label on a product, it tells you the product is the result of responsible forest management in North America, and responsible procurement globally. www.sfiprogram.org

SCS offers the most scientific, standards-based product certification for green building products of any certifier. The single and multiple attribute certification programs allow manufacturers to earn certification for one aspect of a product's environmental impact (recycled content, indoor air quality) or multiple environmental performance attributes (toward life cycle assessment). www.scscertified.com/products

Non-Certified Products

These products have environmentally preferable attributes and, in some cases, are in categories where standards have not yet been established. Non-certified products, designated by Grainger suppliers, include products that reduce energy (e.g. motion sensors), have low/no VOCs that meet SCAQMD standards and recycled content products that meet or exceed EPA standards:

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.

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 became a member of the U.S. Green Building Council in 2007 and can provide solutions to help achieve your LEED certification goals. Additionally, in June of 2009, Grainger's corporate headquarters facility located in Lake Forest, Illinois, was certified to the LEED-GOLD standard, along with nine of our other facilities. Two other facilities are now also LEED certified for a total of 12 LEED certified facilities

7. **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 can offer, through manufacturers and suppliers, the following value added education to assist the City of Tucson and Participating Public Agencies (Figure 2.7).

Occupational Health & Safety

Value-Added Education

Grainger can help you improve safety through our comprehensive product and service offering. We'll bring in our key suppliers to provide technical expertise.

Topic	Resource(s)	Estimated Savings
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, test instruments, and labeling of hazards.	Salisbury, Square D, Fluke	$500/seminar
Chemical Safety & Extended Mean Time Between Failures: This hands-on, interactive workshop is designed to review shop chemical safety; discuss shelf-life issues; and to show how the pro-active use of adhesive. lubricant & sealant technology can help extend the mean time between failures for your key pieces of mechanical equipment.	Henkel Corporation (Loctite Products)	$145/person
Coating & Anti-Slip Solution: An evaluation based on application, hazard concerns and safety color-coded paint requirements.	Rust-Oleum	$300/survey
Confined Space Analysis: Assistance with product selection, and facilitation of manufacturers recommendations and techniques.	MSA, DBI, Miller / Sperian, Industrial Scientific	$500/survey
Electrical Safety: Facility analysis of potential electrical safety issues and recommend appropriate electrical product solutions.	Hubbell	$100/hour
Emergency Eyewash & Drench Shower: Facility evaluation designed to assist the customer with regulatory compliance of the proper operation and location of eyewash stations and showers.	Bradley, Fendall	$1,000/survey
Emergency Eyewash Station Analysis: An evaluation designed to assist the customer with regulatory compliance of the proper operation and locations of eyewash stations.	Sperian	$500/survey
Eye, Face, & Head Protection: Assist with proper product selection to address workplace hazards and identify cost savings.	MSA, 3M / Aearo, Sperian, North	$500/survey

Topic	Resource(s)	Estimated Savings
Ergonomic Matting: Evaluate your facility to recommend the right anti-fatigue matting that will reduce back and lower leg fatigue for employees who stand while working. Recommend the proper mat that will hold up in areas with oils or chemicals, as well as provide 12" samples for you to stand on, or test against chemicals.	Notrax Floor Matting	$300/assessment
Fall Protection: Assist with proper selection and training of fall protection equipment and identification of potential fall hazards.	Miller / Sperian, DBI / Capital Safety	$500/servey
Fire Stop Training Program: Educates users on general fire stopping information and provides supplier specific training on UL classified systems.	3M, STI	$500/session
First Aid: Assist customers with establishing a first aid program, understanding regulations, meeting ANSI requirements and identify cost savings.	North Safety	$500/survey
Food Processing Hand Hygiene Training: Teach employees proper hand hygiene in order to maintain high quality and limit cross contamination. Includes language neutral DVD, visual clues, and trainer's guide.	GoJo	$250/needs analysis
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.	Cooper-Bussman	$50-$75/person
Gas Detection: Assist with the proper selection of gas detection equipment.	MSA, Sperian, Industrial	$500/session
Hand Hygiene Needs Analysis: An evaluation of a facility's skin risks, irritants, and worker behavior in order to determine their impact on an effective hand regimen.	GoJo	$250/needs analysis
Hand Protection & Glove Analysis: Evaluate hand protection program to determine proper selection and identify cost savings.	Best-Showa, Ansell, Sperian, North	$25/person
Hazardous/Flammable Liquid Handling & Storage: Assessment of hazardous/flammable storage, use, disposal, and handling.	Justrite, Eagle	$500/survey
Hearing Conservation: Assist with proper selection and use of products.	3M / EAR, Howard Leight	$300/session

Topic	Resource(s)	Estimated Savings
Ladder Training: On-site safety training covering duty ratings, working heights, securing ladders, and specialty products. The training consists of a video and then a short Q&A session. If requested, ladder inspections can be incorporated.	Louisville Ladder	$500/session
Matting Assessment: Survey facility to recommend the right anti-slip matting to help prevent slips and falls in slippery areas within your facility. Recommend the proper mat that will hold up in areas with oils or chemicals as well as provide 12" samples for testing.	Notrax Floor Matting	$300/assessment
Multimeter Assessment: Programs designed to emphasize use and application of multimeters, inspect of equipment and other safety procedures.	Fluke	$250/session
Pandemic Planning: Provides all-hazard emergency response support by helping customers to plan and prepare for a disruptive event, to protect their workers and recover their operations, and to reinforce and update their knowledge with meaningful information that improves their readiness levels and disaster management programs.	3M, North Safety	$500/seminar
Power & Hand Tool Safety: Seminars designed to promote proper ergonomic use and safety practices for hand and power tools as well as recommending the most efficient tool for the application to increase productivity.	DeWalt, Milwaukee, Stanley-Proto, Cooper Hand Tools, Irwin	$300/session
Respiratory Protection: Conduct train-the-trainer fit testing and help develop a program to meet OSHA standards.	3M, MSA, Sperian, North Safety	$25-$50/person (excludes medical exam)
Safety Paint Assessment: Conduct a site survey to determine the condition and location of your safety markings and recommend the proper safety coatings.	Rust-Oleum	$300/assessment
Slip, Trip and Fall Prevention: Provide a pedestrian safety site assessment that takes in customer facility observations and gives back recommended products and solutions in order to help the facility become safer, not only for employees, but for customers as well.	Rubbermaid	$500/assessment

(Figure 2.7 – Occupational Health & Safety, Value-Added Education)

Grainger offers a complimentary On the Job Webinar Series at Grainger.com, which provides current industry information and helpful updates. Industry experts and knowledgeable Grainger staff work together to develop and discuss relevant solutions for key business issues including:

- Safety
- OSHA Regulations
- Productivity
- Procurement & Inventory Management
- Green Solutions
- Emergency Preparedness

At On the Job, end users will be able to:

- Register and attend complimentary online Webinars
- View, and access, library of recorded webinars

Grainger will work with the City of Tucson to identify products and product categories for which you would like additional training. Grainger will work with our General Catalog manufacturers and suppliers to develop training programs as required to meet the needs of the City of Tucson and Participating Public Agencies. Some examples of programs that we currently use are:

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
- 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

Brady Manufacturing Lock Out/Tag Out Class - Training for correct methods to apply lock out/tag out devices for compliance to OSHA

- Film presentation and hands on demonstration of different devices
- Joint presentation by Grainger Account Manager and Brady Representative at the customer location
- Note: Fee-based seminar

In-plant Safety Sign and Pipe Marking Survey - This survey consists of taking a plant tour during which the Brady representative notes any areas that they feel 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

8. **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, Returns, Restocking Charges

All products sold are warranted by Grainger only to purchasers for resale or for use in business or original equipment manufacturer. The warranty covers defects in workmanship or materials, under normal use, for one year from date of purchase from Grainger, unless otherwise stated in the product listing in the General Catalog. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location, as Grainger designates, with shipping costs prepaid, will be, as the exclusive remedy, repaired or replaced, at Grainger's option.

Currently items in the General Catalog have a minimum one-year warranty. Some items carry an additional manufacturer's warranty that is passed through to customers. A manufacturer’s warranty will be included with the product packaging.

Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of delivery, in its original packaging and with proof of purchase from Grainger.

Grainger will buy back Grainger General Catalog product pursuant to Grainger's standard warranty terms and conditions. The product must be unused in the original packaging and be in re-saleable condition

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.

Restocking charges are not applied to the National Core List items or items ordered through Grainger.com. However, a restocking fee may be applied to Grainger sourced products.

Please refer to **Exhibit E – Grainger's Sourced Product Terms and Conditions** and **Exhibit K – Grainger Warranty Terms and Conditions.**

After Hours Service and After Hours Sales Support

The City of Tucson end users may contact Grainger.com's Customer Care team toll-free at 1-800-GRAINGER, 24 hours a day, 7 days a week, or e-mail the team for assistance.

Grainger also offers after hours emergency services. The Grainger Call Center in Waterloo, Iowa provides after-hour call handling service for any customer, by calling 1-800-CALL-WWG. This service provides emergency product fulfillment service to all customers after normal branch business hours. A local Grainger field representative is committed to contacting the customer within 60 minutes of the initial call to help solve the customer's problem.

a. Grainger's customary $50 emergency fee will be waived for the City of Tucson and Participating Public Agencies.
b. 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.

The City of Tucson dedicated Senior National Sales Manager, Michael Sampson will work in conjunction with Grainger's Account Management and Customer Service teams, to ensure a knowledgeable Grainger team member is available to the City of Tucson to handle contract questions and resolve problems that may arise. All members of the sales team are equipped with voice mail, e-mail and a mobile phone.

Out of Stock/Back-ordered Items

Grainger will notify the City of Tucson customer immediately if an item is out of stock or back-ordered and when the back-ordered item will be available for delivery when the order is received. Grainger utilizes several methods to notify a customer if an item is out of stock (back-ordered):

- For phone orders or local orders placed at a Grainger branch, the customer is notified at time of order placement, and the Grainger Customer Service Associate will discuss with the customer options for substitute or alternate items.
- Grainger's SAP Enterprise Resource Planning system easily allows the Customer Service Associate to search for available alternates for the customer to consider. The system allows the Customer Service Associate to easily view and communicate the product specifications and item description for the alternate item to the customer.
- For faxed orders, Grainger will call and notify the City of Tucson customer of a backorder. Grainger provides the customer with similar information as described above.
- For online orders, Grainger.com provides up-to-date product availability based on quantity. Additionally customers can use the "compare alternates" feature to provide a side by side comparison of available alternates for the customer's consideration or to identify stocking locations nearest to the customer for immediate availability. In all instances, the City of Tucson customer retains final discretion regarding the acceptability of a substitute product.
    - The customer (the person whose email is on the order submitted electronically) will receive a confirmation with the expected ship date after the order is received.

A Backorder Report is also generated daily at each branch and reviewed for potential stock availability. Grainger will work directly with both the manufacturer as well as the City of Tucson in order to address the backorder to the City's satisfaction. Of note, is Grainger's extensive distribution and branch system coupled with its robust inventory which captures local demand and therefore helps limit backorder situations.

Order Tracing

The City of Tucson customers can use Grainger.com to track the status of any pending order, regardless of ordering channel (on-line, phone, fax, e-mail). Customers can determine backorder status, shipment verification, partial order shipments, will call order pick-ups and order cancellations for orders placed within the past six months.

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:

Click Order Status from the "Your Account" box on the left-hand side of the screen. A split screen will appear.

i. 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.

ii. 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.

iii. 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 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

Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to 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. Customers have easy access to this service during standard business hours; contact your local Grainger branch and let your Customer Service Associate know you require technical support.

Any of the City of Tucson customers can also email a product question directly to Grainger online. The questions are forwarded by email, to the appropriate subject matter expert, who in turn responds.

Quality Assurance for Orders –

Grainger's Customer Service Quality Program is centered on delivering the best customer experience. Grainger's Customer Service Associates (CSA) work to respond to each and every inquiry in a timely manner.

Grainger's strategy in relation to customer support is to become the City of Tucson's first choice. To that end, Grainger's Customer Service quality processes are designed to monitor and measure the progress toward this primary goal. Throughout every level of the Customer Service organization, service level and customer satisfaction are the objectives, and each and every team member is responsible for driving results.

Internally, metrics toward our specific Customer Service quality goals are provided weekly, monthly, quarterly, and annually and affect our decisions and actions.

Additional Customer Service quality metrics are as follows:

Accessibility – Measures what percentage of time an agent is capable of being reached or currently assisting a customer based on the total amount of time that the agent was scheduled.

Adherence – A measure of what percentage of time phone agents are in adherence to "phone time" within their shifts.

Service Level – Measures the percentage of calls answered within 20 seconds.

Perfect Order / Order Accuracy – The percent of our order lines that are not returned or sent out again as a Free of Charge.

Invoice Accuracy – Measures the percent of our orders that do not have credits/ debits associated with them.

Inventory Accuracy – Accurate inventory records facilitate accurate company financial reporting and highest levels of service to the City of Tucson.

Business Reason – This policy reinforces the responsibility for maintaining branch inventory accuracy.

Policy Statement – The Branch Manager is responsible for maintaining the accuracy of the inventory records in their facility.

Grainger is required to physically count its inventory annually to verify the dollar value of inventory for accurate financial reporting purposes and to ensure that high customer service levels are maintained. If all exemption criteria for a branch are met the branch is not required to perform a full physical inventory count for the year (see criteria below).

Policy Compliance

Exemption Criteria: If any of the following criteria for a branch are not met the branch is required to complete a full physical count according to annual inventory schedule.

- Cycle count completion compliance 90% or greater
- Cycle count accuracy 98.5% or greater between December 1 and July 31.
- Inventory counts performed by corporate auditors result in 97.5% accuracy or greater
- If Internal Audit completed at the branch in prior year, passing result achieved
- Full physical inventory performed within the last 3 or 4 years

Cycle Count Completion – Branches are required to complete cycle counts on a timely basis. Local compliance to cycle count completion is verified daily via Cycle Counts within our system. Network-wide monitoring of cycle count completion compliance is performed monthly.

In addition to our internal metrics, Grainger has two programs that measure and monitor how well we are servicing our customers – Customer Satisfaction Tracking (CSAT) and Seller Effectiveness. Both programs are designed to continually work to improve the way we interact and service all of our customers.

CSAT

For the transactional customer satisfaction program, performance goals are applied annually to motivate continued excellence in customer experience. While customer satisfaction surveys are conducted every business day of the year, results are reported quarterly to senior management, channel owners and the branch district network. Seller effectiveness results are reported annually (as it is an annual study).

- Surveys conducted nearly every business day of the year
- Designed to measure customer satisfaction based on most recent transaction (past 3-4 days)
- Approximately 500 surveys per branch district per quarter
- Scores are reported as the % of customers who rated a '10' on a 10-pt satisfaction scale (unless noted otherwise)
- Metrics collected and monitored include:
    - Overall satisfaction with recent purchase
    - Overall expectations
    - Customer effort
    - Overall order origination channel satisfaction
    - Detailed order origination channel diagnostics
    - Overall order fulfillment channel satisfaction
    - Detailed order fulfillment channel satisfaction
    - Multi-channel impact on satisfaction (how satisfaction differs by what resource they used to research order prior to placing the order)
    - Loyalty (composite index)
    - Lost Sales, due to either product assortment, availability or price (reported as percent of customers who stated they didn't not something additional due to one of these three)
- Results are reported quarterly to senior management including the Chief Executive Officer, President of Grainger U.S. Business, Regional Branch District Managers, Regional Branch Vice Presidents, District Sales Managers and Regional Sales Vice Presidents
- The results of this survey are used to create annual performance goals.

Seller Effectiveness

- Surveys conducted one wave, annually, among assigned customers being serviced by Account Managers, Account Relationship Managers, Territory Sales Representatives and Territory Sales Associates
- Designed to measure assigned customer satisfaction based on performance by the assigned seller during the past year
- Approximately 1,800 surveys in total, split across each functional sales group
- Scores are reported as the percent of customers who rated a '10' on a 10-pt satisfaction scale (unless noted otherwise)

- Metrics collected and monitored include:
    - Overall satisfaction with Grainger
    - Overall satisfaction with seller
    - Detailed seller diagnostic satisfaction
    - Amount of contact as well as preferences for contact (in person, phone, email, etc.) (actual values, not satisfaction ratings)

Results are reported annually to sales leadership and management.

Real Time Availability

Grainger's integrated electronic communications' network also gives all United States-based customer service representatives immediate access to real time information to help the City of Tucson customers and provide information including, but not limited to:

- Status of orders (shipped or pending)
- Delivery status
- Backorder status
- Contract pricing
- Category discounts
- Product availability
- Product information
- Account and billing questions

The requirements of the City of Tucson contract will be available to Customer Service team members through our company wide SAP Business Enterprise System.

All Customer Service team members will be able to retrieve specific City of Tucson contract information such as:

- Information on order status and deliveries
- Backorder information
- Item price information based on contract
- Core List / Flexible Market basket item availability
- Detailed product information

Additionally, Grainger's Customer Service team will assist in:

- Identifying products that the State select from based on the desired application specifications
- Providing dedicated manufacturer and technical support resources
- Identifying alternate products for the State to select from to complete customer purchases

- Placing and managing emergency orders
- Generating product quotations and assisting with order placement

Grainger's Customer Service team of highly trained and experienced employees are encouraged and empowered to go above and beyond to serve the City of Tucson's end users.

Drop Shipments
Some items purchased can ship direct from the vendor, which are not stocked in our branches or DC's. These items will be clearly identified at time of purchase and lead times may vary.

Delivery time estimates are based on real - time product availability and standard ground shipping. Product inventory is reserved during Checkout. Items that qualify will ship out same day if order is placed by 4:45 p.m. (Mon. - Fri., local time) from the nearest Grainger location with inventory of this item.

Typically in Stock: These items may be in stock in your zip code and may qualify to ship out same day if order is placed by 4:45 p.m.(Mon. - Fri., local time) from the nearest Grainger location with inventory of this item. These items may or may not be available at a Grainger branch near you for pick up. To check Branch availability, click on link Check Availability. You may change your order to pickup during checkout delivery and billing screens. Orders placed outside of these times may be subject to longer lead times. Items that exceed size and weight limits for standard ground shipping may also be subject to longer lead times. Real-time product availability will be verified again during checkout.

Expected to arrive on date range: Delivery Estimate is based on standard ground shipping (faster shipping options are available during checkout). Some items may qualify for next day arrival, if that is the case you will receive your item(s) the next day.

Partial quantity expected to arrive: Delivery estimate based on partial quantity available for ship. The balance of the requested quantity will be shipped when balance of the quantity is replenished.

Item ships within X business days from supplier: Item is expected to ship from the supplier within the number of business days listed. Please add additional delivery time for shipping to your location.

Clearance - limited quantity available: Item will no longer be available once inventory is depleted. Availability will be verified when adding the item to an order and during checkout for U.S. and Puerto Rico orders. An alternate item may be available.

Item no longer available: Item may no longer be purchased online. An alternate item may be available.

Temporarily unavailable: The entire quantity of a specific item is on backorder. You can still order this product online and it will ship as it becomes available. For immediate assistance call us, toll-free, at 1-888-361-8649.

Limited quantity available: Item has very limited quantity available and orders placed may go on backorder. The balance of the requested quantity will be shipped when inventory is replenished. You can still order this product online and it will ship based on availability. For immediate assistance call us, toll-free, at 1-888-361-8649.

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

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

Grainger Consulting Services brings visibility to opportunities for efficiency in how you operate and maintain facilities. We leverage our team's experience and industry knowledge to bring the latest thinking to help facilities professionals become more productive by managing their indirect costs in an effective, sustainable and safe manner.

Our approach utilizes continuous improvement methodologies to optimize inventory, improve processes, consolidate suppliers and rationalize products. The output is a strategy of interacting solutions to implement change and create measureable results.

As Grainger has been innovative in the support of facilities professionals, Grainger Consulting Services has been dedicated to creating operating and facilities maintenance improvements for over 20 years. We are unique in our focus being based on our heritage of helping companies procure and manage operating and facilities materials more effectively.

Our goal is to identify your company's current state through analysis of your cost drivers and provide strategies customized to the situation which reduce your costs by 20%-30%.

Case Study – Consulting Services

As an example of quantifiable savings and efficiencies realized, Grainger completed a case study for a customer location that is similar to the City of Tucson. The customer's objectives were to reduce consumption of consumables, improve productivity and improve control of maintenance, repair and operations (MRO) inventory, "making it better and simpler". One of the findings in this case study was that 55% of the on-hand inventory was inactive and issuance cost could be improved. To help reduce total MRO costs and incorporate greater control for bin stock storage areas, Grainger Consulting Services initiated the following improvements to drive a total savings of $391,000 - $418,000 at the customer's two locations:

- Integrated customer SAP ordering functions with Grainger Punch-out catalog to simplify process, improve reporting and improve compliance to strategic suppliers. Financial impact: approximately $151,000.
- Utilized industry standards for parts description incorporating details and Bill of Material checklists to reduce shopping/searching activities with the goal of saving end user time. Business impact: improve search capabilities and reduce inventory on-hand value. Financial impact: $45,000–72,000.
- Grainger personnel/consultants worked with the customer at the specific locations to reduce inventory on hand, improve replenishment and ordering cycle for high cost consumable parts which in turn reduced on-hand inventory and optimized high turn inventory items. (This is part of Grainger's Keepstock Vender Managed Inventory Offer which is included at no cost to the City of Tucson) Financial impact: $100,000.
- Installed Dispensing Equipment (sometimes referred to as vending machines and also part of Grainger's KeepStock® Vendor Managed Inventory Offering) to help control consumption of high moving inventory and improve productivity for issuance of consumable parts. Financial impact: $95,000.
- In conjunction with installing these processes, improvements and related technology, Grainger worked with the customer to develop metrics to track and measure continued progress and improvements.

This study comprises the first site's results with the remaining sites being aggregated and strategy rolled out. The key benefits to the solutions implemented were simplified ordering processes, reduced on-hand inventory and greater control and compliance.

Public Safety Program Managers

Grainger's team of Public Safety Program Managers brings category expertise, cost-savings proposals, and program standardization strategies to our customers. Your assigned Public Safety Program Manager will direct Supplier Representatives and/or local Grainger Account Managers to your facilities for selection of appropriate product use and subsequent training.

Safety Services

As a full line distributor of safety products, Grainger is capable of providing the City of Tucson and Participating Public Agencies with a complete line of high-quality, dependable personal and facility safety items to keep your workers protected and your workplace compliant with safety regulations. Grainger's nationwide network of distribution centers and branch locations gives the City of Tucson and Participating Public Agencies fast, easy access to a broad selection of products to help operate a safer facility, making sure every the City of Tucson and Participating Public Agencies employee returns home safely at the end of the day.

Grainger Online SafetyManager℠

Online SafetyManager is an easy-to-use online management tool which helps you manage safety and risk more efficiently and cost effectively. It will give you tools to help:

- Manage your organization's safety program directly from your computer
- Reduce injuries and accidents and any resulting exposure to OSHA fines
- Reduce training costs
- Lower Workman's Compensation costs
- Save time, money and help create a safer workplace

Grainger Online SafetyManager is available for purchase as a 12-month subscription via Grainger.com. Choose from two options:

1. **Online SafetyManager Complete** – Includes a set of comprehensive safety management tools and resources for one administrator (tracking the training of up to 50 employees). Online training courses covering more than 100 different safety topics are available for purchase via "tokens." One token is required per participant per training course. An Unlimited Training Option, a 12-month subscription allowing unlimited individual access to all online training courses, is available.

2. **Online SafetyManager Core** - A budget-friendly option providing a basic selection of online management tools for one administrator ((tracking the training of up to 50 employees). Online SafetyManager Core does not provide access to online training courses.

Each of the above-described programs is linked to a unique Grainger item number and is purchased in 12-month subscription periods. If you have more than one location, you may want to purchase an individual administrative subscription for each location.

Please note: Grainger Online SafetyManager is provided by Grainger Safety Services, Inc., an affiliate of W.W. Grainger, Inc. Upon purchase of your subscription, you will be asked to acknowledge and accept the Grainger Safety Services, Inc., Master Subscription Agreement.

Further information is available online at grainger.com/safetymanager

Tab Three

National Contract Requirements

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Maintenance, Repair and Operational Supplies, Parts, Equipment and Materials and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 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.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

In the event of a single award, ~~S~~suppliers are required to pay an administrative fee of 3% of the ~~greater~~ total of the Contract Sales under the Master Agreement ~~and guaranteed Contract Sales under this Request for Proposal~~. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $60 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as one of the Supplier's primary go to market cooperative strategies~~y~~ to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's ~~primary~~ "go to market" cooperative strateg~~y~~ies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

~~Supplier commits that the Master Agreement pricing is its 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 or cooperative contract, that the Supplier will match such lower pricing to that~~

~~Participating Public Agency under the Master Agreement.~~ Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same of similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast numbers of items sold by Seller and Seller's extensive customer base, as well as the different ways customers structure requests for proposals and bids, Grainger cannot assure Buyer that items sold to other customers for products won't be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted in 1.b. above, NIPA Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

2.3 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

William W. (Bill) Grainger founded W.W. Grainger, Inc. ("Grainger") in 1927 and it was incorporated in the State of Illinois in 1928. With 2013 sales of $9.4 billion, Grainger is the leading North American provider of maintenance, repair, and operating (MRO) supplies and related information to businesses and institutions. Grainger is a publicly held Fortune 500 company with shares traded on the New York and Chicago stock exchanges. Mr. Grainger originally established the company to provide an efficient solution for customers to access a consistent supply of motors.

Sales in the earlier days were generated primarily through mail order via post cards and a catalog. The MotorBook, as the catalog was originally called, was the basis for today's Grainger catalog. To improve customer service, Bill Grainger opened a branch in Philadelphia in 1933 and three additional branches the following year. By 1936, there were 15 branches in operation. It was evident that local branch service would be an integral part of the company's future growth.

In 1967, Grainger became a public company and its stock was traded in the over-the-counter market. Today, Grainger stock is sold under the GWW symbol on the New York and Chicago stock exchanges.

To remain the industry leader, Grainger seized technology opportunities early. In 1976, Grainger became the first in the industry to implement optical character recognition equipment. Grainger continued to advance its systems throughout the 1980s by installing a national satellite-based digital communication network. In 1991, Grainger introduced the first comprehensive electronic MRO catalog on CD-ROM. Grainger launched its corporate website in 1995 and began taking orders online in 1996. In 2013, eCommerce represented $3 billion in sales and 33 percent of overall sales for the company.

Over the years, Grainger's product line has expanded to more than one million products and repair parts. The Grainger branch network has grown steadily, and today there are more than 700 Grainger branches globally, making the company North America's leading broad-line supplier of maintenance, repair and operating products, with expanding global operations. The now-famous Grainger catalog is published annually, and is available online at Grainger.com and via mobile applications.

B. Total number and location of sales persons employed by your company.

Grainger has sales team members worldwide and more than 4,400 of these sales team members are located across the US and they are passionate about helping customers get the products they need to get their jobs done.

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

Grainger currently has over 360 branches and 13 distribution centers in the United States which are supplemented by customer care support centers.

D. Annual sales for the three previous fiscal years.

Grainger Annual Sales 2013 - $9.4 Billion
Grainger Annual Sales 2012 - $9.0 Billion
Grainger Annual Sales 2011 - $8.1 Billion

Please refer to **Exhibit G – W.W. Grainger, Inc. 2013 Annual Report**

E. Submit your FEIN and Dunn & Bradstreet report.

Please refer to **Exhibit L – W.W. Grainger, Inc. - Dunn & Bradstreet Report 03.2014**

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide. Include a map showing national coverage capabilities.

Grainger distributes products nationwide through its extensive inventory and robust distribution network. First, Grainger's end-to-end supply chain strategy brings together customer demand, sources of supply and Grainger's distribution operations to deliver a robust coverage capability aimed at helping customers procure product in a just-in-time manner to reduce their operating costs. Second, a fully integrated supply chain network, designed for stability, flexibility and efficiency, ensures customers get the right product, at the right place, at the right time. Grainger works with its customers to understand what they need and when they need it.

National Presence

Grainger Industrial Supply, a division of W.W. Grainger, Inc., operates in all 50 states through a network of over 360 branches and 13 distribution centers (Figure 3.1 – Grainger Industrial Supply – US Locations). The branches are located in close proximity to the majority of U.S. businesses and serve the immediate needs of customers in their local market by allowing them to pick up items directly from the branches. The branch network team members primarily fulfill counter and will-call product purchases and provide customer service.

Grainger's distribution centers (DCs) provide another conduit for procuring maintenance, repair and operating supplies. Each DC averages more than 300,000 square feet in size and stocks more than 100,000 of Grainger's fastest selling items. The DCs ship orders, including Internet orders, using automated equipment and processes directly to customers for all branches located in their service areas.

Integrated Distribution Network

Grainger utilizes an electronic communications network (Grainger's SAP Enterprise Resource Planning system) which links together branches and distribution centers across the country. This results in almost instantaneous transmittal of product inventory and shipment information. When a Grainger Customer Service Associate (CSA) receives a customer inquiry, the CSA not only has access to the inventory records of the local branch, but also has immediate access to the inventory records of each Grainger branch and distribution center.

This total asset visibility permits the representative to draw material from across the Grainger system to immediately satisfy the material needs of the customer. Based upon customer needs, standard stock product can be stored at the local branch, on a case-by-case basis.

(Figure 3.1 – Grainger Industrial Supply – US Locations)

B. Identify all other companies that will be involved in processing, handling or shipping the products/service available under the contract. Include any subsidiaries or company owned entities that may include product or service under the contract.

To deliver products to the customer, Grainger transports product to and from our distribution centers and branches through a robust transportation network of numerous carriers. Due to the high number of shipments processed on a daily basis, Grainger is one of UPS's top customers. We also enjoy a preferred customer relationship with FedEx. Due to our strong partnerships with UPS and FedEx, we have significant leverage to secure competitive rates and expanded capacities in emergency situations.

Additionally, Grainger utilizes local delivery sources such as messenger services or common carriers, which can guarantee emergency deliveries. For non-stock items, Grainger works directly with manufacturers and/or with its supplier/distributors to expedite the delivery of products to meet the customer's product needs.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Grainger currently has over 360 branches located in the United States. An average branch is 23,000 square feet, has an average of 13 employees. Branches range in size from small storefront branches to large master branches and can tailor their inventory to local National IPA and Participating Public Agencies' location preferences and actual product demand. In-stock products can then be made available for immediate pick-up, same-day shipment, or other delivery times depending on the customer's needs.

Grainger's branch network is supported by 13 distribution centers (DCs), including our latest 1,000,000 square-foot distribution center in Minooka, Illinois (Figure 3.2 – Grainger DCs and Master Branches). Grainger's distribution centers and local branches represent more than $1 billion in available inventory. The DCs, using automated equipment and processes, ship orders directly to customers for branches located in their service areas. Most distribution centers stock more than 100,000 of Grainger's fastest selling items, average more than 300,000 square feet in size and employ state-of-the-art equipment and processes.

Complete Listing of Current Grainger Distribution Centers and Master Branches

Grainger U.S. Distribution Centers (DCs) and Market Distribution Centers (Market DCs)				
Distribution Centers				
Name of Facility	**Location** (City and State)	**Approximate Number of SKUs**	**Approximate Square Footage**	**Approximate Inventory Value**
Los Angeles DC	Mira Loma, CA	129,000	335,000	$ 38,300,000
San Francisco DC	Patterson, CA	219,000	820,000	$ 70,700,000
Dallas-Ft. Worth DC	Dallas, TX	136,000	360,000	$ 60,300,000
Greenville DC	Fountain Inn, SC	280,000	1,200,000	$ 108,000,000
Jacksonville DC	Jacksonville, FL	113,000	230,000	$ 30,400,000
Kansas City DC	Kansas City, MO	135,000	1,300,000	$ 48,800,000
Cleveland DC	Macedonia, OH	132,000	380,000	$ 42,300,000
Minooka DC	Minooka, IL	400,000	1,100,000	$ 126,700,000
New Jersey DC	Robbinsville, NJ	143,000	430,000	$ 55,900,000
Southaven DC	Southaven, MS	108,000	230,000	$ 31,000,000
Denver Mkt DC	Denver, CO	74,000	45,000	$ 7,900,000
Plymouth Mkt DC	Plymouth, MN	90,000	35,000	$ 12,100,000
Seattle Mkt DC	Seattle, WA	81,000	56,000	$ 8,800,000

(Figure 3.2 – Grainger DCs and Master Branches)

D. State any return and restocking policy and fees, if applicable, associated with returns.

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 questions answered or issues and problems resolved in a timely manner.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

Grainger has a proven track record of successfully implementing our current National IPA contract to over 500 customers over the past four years, meeting the needs of both our customers and National IPA. Immediately upon award, Grainger will meet with National IPA to build a comprehensive 30/60/90 day plan that will meet the objectives of all parties involved. It is Grainger's goal to continue to execute on all of the initiatives and strategies that have proven successful under our current contract and to enhance those initiatives and strategies where all parties agree. The following are draft plans and can be further customized to meet the needs of our organizations as we continue our successful partnership.

Please see **Exhibits A – Grainger Implementation Plan Example** and **Exhibits M – Draft Implementation Presentation** for further details.

Grainger believes that the unique offering that this contract provides will meet or exceed the needs of our City, County, and Education customers. This offering is based on actual purchase histories of the buyers under the existing National IPA MRO Agreement with a focus on their buying patterns and product demand to create an offer that is specifically targeted to address their needs. The benefits of this contract will be presented as an option to any qualified Participating Public Agency buyers.

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

Upon award and renewal of our current partnership Grainger will circulate e-mail notifications, voice messages and company intranet messages to all involved Grainger team members announcing the continuation of our successful partnership and the new Master Agreement. These messages will endorse the new Master Agreement as a viable option for Participating Public Agencies and will highlight some of the key changes and benefits of the new contract. They will also highlight the value that this contract brings so that sellers, in particular are immediately equipped with information to position the new Master Agreement with our current customers and potential new customers to ensure the success of our relationship continues and grows. A specific call to action will also be developed and communicated with the Public Sector Leadership team explaining implementation strategies and plans for the new Master Agreement.

ii. 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

In addition to our Contract Implementation Plan (see Exhibit A and M), Grainger will train and educate our national public sector sales force and the National IPA team on the features and benefits of our new Master Agreement. The training plan includes four main phases, as detailed here:

Weeks 1-12

Phase 1: Starting with the training materials Grainger and NIPA worked together to develop and which were used with the existing agreement, Grainger will work with the National IPA team to update those training materials to incorporate changes, enhancements and benefits provided under the new Master Agreement

Phase 2: Grainger will enhance the online training materials to allow for delivery through a Web-Ex format which will then be presented on a regional basis to the national audience. The training objectives are to provide a complete overview of the new Master Agreement and how Grainger team members can continue to deliver great service, solutions and contract compliance under and with the new Master Agreement.

Phase 3: The 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 in delivering the e-Commerce solutions.

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 new program under the Master Agreement to market for our mutual customers.

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B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

For Grainger's 90 day plan, please see the City of Tucson – Evaluation Criteria (Section 3. Services, b.), as well as **Exhibits A – Grainger Implementation Plan Example** and **Exhibits M – Draft Implementation Presentation**.

i. Creation and distribution of a co-branded press release to trade publications within first 10 days

Grainger will continue to work with and support National IPA to develop and distribute a new co-branded press release within the first 10 days after a contract award. Grainger and National IPA will identify a targeted list of publications for the press release and other related communications.

ii. Announcement, contract details and contact information published on the company website within first 30 days

Grainger will work with the National IPA marketing team to develop a new mutually agreed upon announcement that will be posted on the dedicated National IPA landing page within the first 30 days of award. Grainger will also enhance the existing National IPA landing page currently dedicated to serving National IPA, the City of Tucson and Participating Public Agencies under the existing National IPA contract. This dedicated landing page will continue to focus on the needs of the customer and provide for them a resource tool that will drive use of the contract by making it simple and easy to do business with Grainger and National IPA.

Upon award, Grainger will also publish an announcement to our employees on our dedicated internal corporate website highlighting the features and benefits of the new Master Agreement. In conjunction, Grainger will also update the dedicated National IPA page on our internal corporate website to assist in the training of our Sales team on the new features and benefits of the Master Agreement.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Grainger will collaborate with the National IPA to continue and enhance a Go-To-Market plan that will include multiple marketing channels such as collateral materials, e-mail communications and web content to ensure a keen awareness of the new program and usage of the new agreement by the City of Tucson and Participating Public Agency end users.

iv. 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 Master Agreement

Grainger will continue to exhibit and staff a booth at the NIGP Annual Forum as well as other national and regional trade shows. Grainger will also continue to assist and develop a strategy with National IPA by providing the same level or greater assistance to the overall promotion and marketing effort with regard to mutually agreed-upon national and regional trade shows.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

Grainger will continue to assist National IPA in the overall promotion of the NIGP Annual Forum by providing the same or greater assistance to the overall promotion and marketing effort as mutually agreed-upon by the parties. Grainger will exhibit and staff a booth at the NIGP Annual Forum. Additionally, Grainger will continue to work with National IPA to participate in additional trade shows that are mutually beneficial.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

A new joint advertising plan will be developed in collaboration with National IPA 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-upon by the parties.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

Grainger will continue to work in conjunction with National IPA on the successful marketing and promotional efforts that have been implemented over the term of our current contract. Grainger is also committed to working on developing new material that would benefit all parties including Participating Public Agencies. Such efforts may consist of case studies, collateral pieces and presentations.

viii. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

Grainger.com Landing Page (Figures 3.3 – 3.6 below)

Grainger will continue to house and develop enhancements to the existing National IPA landing page which can be accessed via the following link:

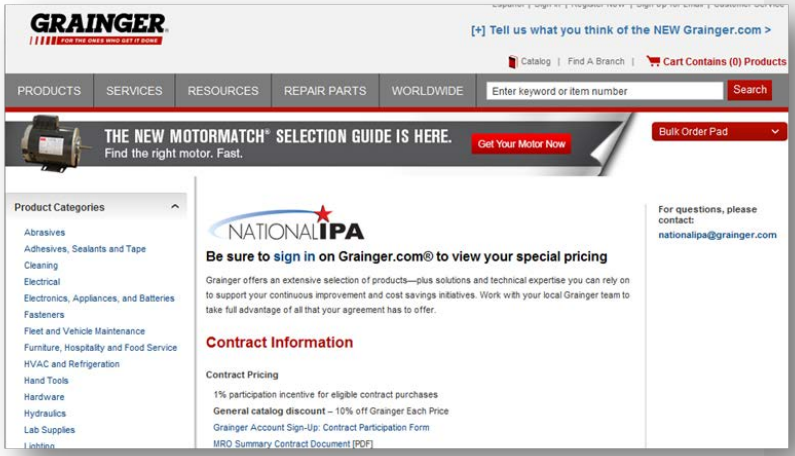
www.grainger.com/nationalipa

This landing page features the National IPA standard logo, a summary of products and pricing, marketing material, an electronic link to National IPA's online registration page, new products, a contract overview and live links to solutions to assist National IPA and Participating Public Agencies to reduce facilities costs (i.e. Inventory Solutions, Site Audits).

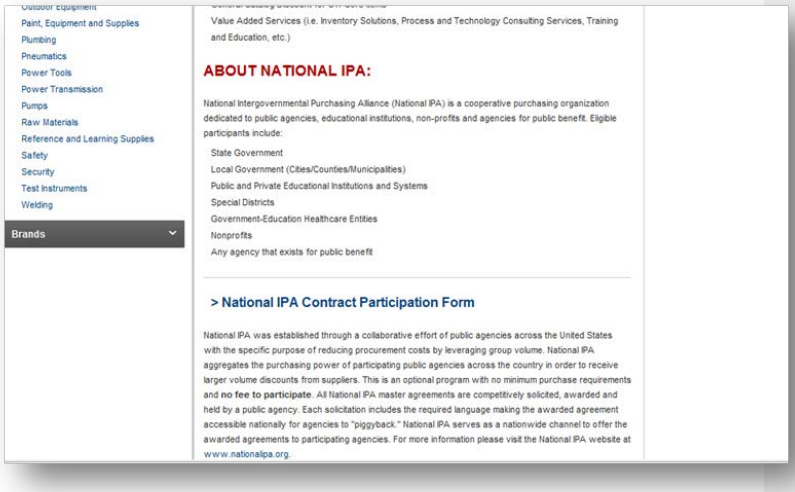
The landing page information may be used to communicate and create awareness of the contract benefits to National IPA and Participating Public Agency customers, including information regarding products available through the existing National IPA - Grainger contracts. The homepage will also include the following dedicated email address for National IPA:

nationalipa@grainger.com

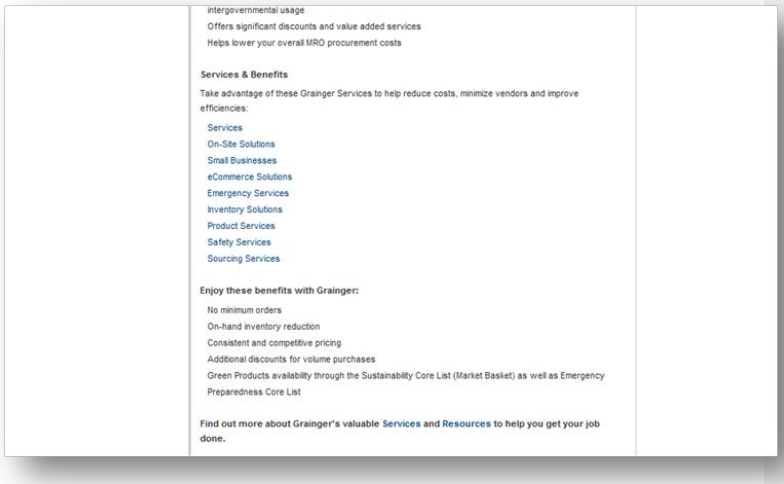
Grainger does not have a dedicated National IPA toll free number. Grainger's dedicated customer service toll free number (800-GRAINGER) will be included and available on the National IPA landing page.



(Figure 3.3 – National IPA Landing Page)



(Figure 3.4 – National IPA Landing Page)



intergovernmental usage

Offers significant discounts and value added services

Helps lower your overall MRO procurement costs

Services & Benefits

Take advantage of these Grainger Services to help reduce costs, minimize vendors and improve efficiencies:

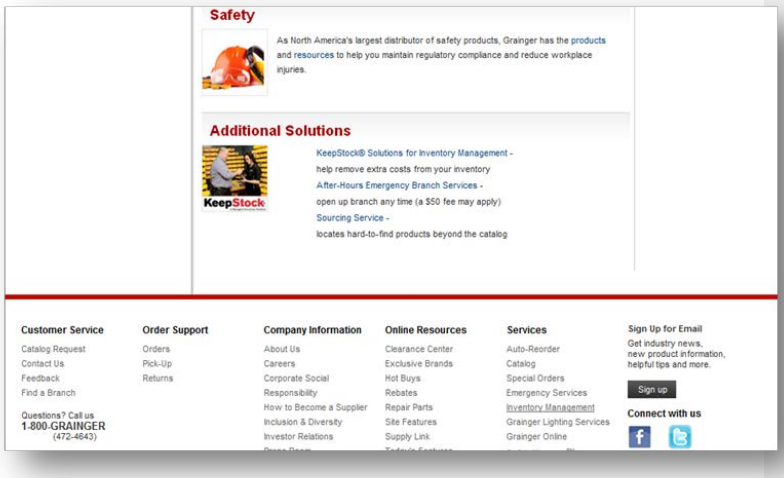
Services
On-Site Solutions
Small Businesses
eCommerce Solutions
Emergency Services
Inventory Solutions
Product Services
Safety Services
Sourcing Services

Enjoy these benefits with Grainger:

No minimum orders
On-hand inventory reduction
Consistent and competitive pricing
Additional discounts for volume purchases
Green Products availability through the Sustainability Core List (Market Basket) as well as Emergency Preparedness Core List

Find out more about Grainger's valuable Services and Resources to help you get your job done.

(Figure 3.5 – National IPA Landing Page)



Safety

As North America's largest distributor of safety products, Grainger has the products and resources to help you maintain regulatory compliance and reduce workplace injuries.

Additional Solutions

KeepStock® Solutions for Inventory Management - help remove extra costs from your inventory
After-Hours Emergency Branch Services - open up branch any time (a $50 fee may apply)
Sourcing Service - locates hard-to-find products beyond the catalog

Customer Service
Catalog Request
Contact Us
Feedback
Find a Branch
Questions? Call us
1-800-GRAINGER
(472-4643)

Order Support
Orders
Pick-Up
Returns

Company Information
About Us
Careers
Corporate Social Responsibility
How to Become a Supplier
Inclusion & Diversity
Investor Relations

Online Resources
Clearance Center
Exclusive Brands
Hot Buys
Rebates
Repair Parts
Site Features
Supply Link

Services
Auto-Reorder
Catalog
Special Orders
Emergency Services
Inventory Management
Grainger Lighting Services
Grainger Online

Sign Up for Email
Get industry news, new product information, helpful tips and more.
Sign up

Connect with us

(Figure 3.6 – National IPA Landing Page)

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Upon award, existing Grainger customers that are purchasing products under the existing National IPA contract will transition over to the new Master Agreement from the first day the terms and conditions of this contract take effect. All new public agency customers that would like to use the National IPA Master agreement and its terms will execute the standard affiliation declaration process that is in place today under our existing agreement. Affiliation declaration can be done electronically through Grainger.com or via hard copy. A sample of the affiliation document has been submitted with this proposal. (**Exhibit N – Participating Member Affiliation Document**).

Grainger will support all customers who choose to access our broad product line through the National IPA and Participating Public Agencies MRO Supplies contract. Grainger holds contracts with other national cooperatives, such as WSCA, E&I, NJPA and TCPN. However, as stated above, Grainger will support the National IPA cooperative contract in all market segments related to State, Local, Primary Education and Higher Education, based upon the customer's decision to utilize the National IPA Master Agreement.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Upon contract award, Grainger will provide National IPA with Grainger's corporate logo and updated use requirements.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

Grainger will continue to educate its sale force on the key features and benefits of the National IPA contracting process as well as the benefits of National IPA membership. Grainger requires that the Public Sector sales team members have knowledge, at a minimum, of each of the following:

i. Master agreement was competitively solicited by a Principal Procurement agency – City of Tucson

ii. Competitive Market pricing – Grainger's prices for items sold to Buyer will not exceed the price for the same or similar items sold to other government customers for the same of similar quantities of product in a similar product mix, under the same or similar terms and conditions. Buyer acknowledges, however, that due to the vast numbers of items sold by Seller and Seller's extensive customer base, as well as the different ways customers structure requests for proposals and bids, Grainger cannot assure Buyer that items sold to other customers for products will not be sold at a better price or discount. Even within the Master Agreement, since Grainger will provide Customized Market Baskets as noted in 1.b. above, NIPA Participating Agencies will receive different pricing and discounts on products. This is also true for other customers.

iii. No cost to participate

iv. Non-exclusive contract

Grainger will continue to conduct and lead bi-monthly calls with each National IPA Regional Sales team regarding business topics such as leads, targets and membership needs pertaining to the Master Agreement. It is Grainger's expectation that both Grainger's Sales team and the National IPA Sales teams continue to participate actively during these calls to move our mutual business forward.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

Grainger has developed a team of Implementation Project Managers to assist in facilitating contract Implementations. The goal of this team is to educate our sales team members on the contract requirements for the National IPA Master Agreement, including key features, and administer a working knowledge of the solicitation process and awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA. This team, jointly with the assigned Public Sector Account Managers, will develop scalable and repeatable processes that can be used to provide consistent, contract specific, world-class customer service. Once implementation training is completed, Grainger will continue to provide training to our team supporting the National IPA Master Agreement as it relates to this contract.

Contract Training Implementation:

- Conduct conference and WebEx calls with the Grainger Customer Service and Public Sector Account Management team regarding Master Agreement features and benefits.
- Conduct customer calls with current National IPA and Participating Public Agency end users to discuss benefits of the new Master Agreement.
- Conduct conference calls with National IPA and Public Sector Account Managers regarding potential, mutually agreed-upon National IPA targets
- Continue monthly sales update calls between the National IPA sales teams and Grainger's National Sales Manager to better align and coordinate efforts

To ensure the continuity of the National IPA Public Sector Account Management team, all team members are cross-trained and share key Master Agreement-related obligations to fulfill contract compliance. If a team member departs, existing team members will backfill all outstanding obligations until a new team member is brought on board. In addition to the National IPA Public Sector Account Management team, Grainger's 360 local branches and corresponding Customer Service team members will receive the training, information and knowledge to effectively service all National IPA customers and the related Master Agreement requirements.

G. Provide contact information for the person(s), who will be responsible for:

i. Sales
ii. Sales Support
iii. Financial Reporting
iv. Contracts

Grainger will continue to support our successful partnership with one point of contact that will coordinate all sales support efforts including, but not limited to, marketing, sales, sales support, financial reporting and contracts.

Michael Sampson
Senior National Sales Manager
Email: michael.sampson@grainger.com

Mike Sampson will coordinate all Grainger resources to support the various requirements of the Master Agreement.

H. 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 sales organization focused on Government, Healthcare and Education-based customers. The sales personnel under this organization are trained on the specific requirements of this segment including procurement integrity, ethics and contract compliance.

Grainger's Government sales organization, supported by approximately 674 professional Account Managers, is solely dedicated to servicing government, healthcare and education-based customers.

All Account Managers have dedicated voice mailboxes, e-mail accounts and mobile phones. In the rare event that an Account Manager cannot be reached, the local Market Manager and the branch staff are available for assistance. If a situation arises outside of normal business hours, National IPA 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 manager will be contacted to immediately take care of your emergent need. Grainger will waive its customary $50.00 emergency fee for National IPA and Participating Public Agencies.

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

Highest Level Executive – Sales Team

Mark Hanna
Vice President, Government Sales
100 Grainger Parkway
Lake Forest, Illinois 60045

In addition to the sales organization, Grainger also maintains a support staff dedicated to this segment including experts to provide support for contract compliance, reporting, customer service, among other activities and functions.

I. 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 the City of Tucson – Evaluation Criteria (Section 3. Services, b.), as well as in Exhibit A – Grainger Implementation Plan Example and Exhibit M – Draft Implementation Presentation, Grainger's National Sales Manager will continue to conduct regularly scheduled meetings with both the National IPA team and our employees to ensure open communication and effective deployment of the strategy and related plans.

Grainger will continue to participate in mutually agreed-upon business reviews with National IPA and Participating Public Agencies to review reports and align objectives.

The National IPA Master Agreement will continue to be supported by Public Sector Account Managers, who will implement, service and grow the National IPA contract base. This team of professionals is trained to assist customers in identifying areas where they may save time, money and space. The team will leverage their combined experience to benefit Participating Public Agencies.

Grainger's Customer Service team members will also work with the National IPA team by providing exceptional customer service. This team will continue to provide National IPA and Participating Public Agencies with essential information and solutions to help customers get their jobs done more efficiently, saving both time and money.

All Customer Service team members are able to provide information, answer questions, place orders and address customer concerns or issues, such as:

- Information on order status and deliveries
- Backorder information
- Item price information
- Product availability
- Detailed product information

Additionally, Grainger's Customer Service team will assist with:

- Finding products for the desired application and/or which meet certain technical requirements
- Providing dedicated manufacturer and technical support resources
- Selecting alternate products to complete Buyer purchases
- Placing and managing emergency orders
- Generating product quotations and assisting with order placement
- Special order and sourcing requests

After Hour Emergencies

When an emergency arises Grainger is there to help. Grainger can help find and get products needed to the necessary area if an issue arises after normal branch business hours. Customers need only call 1-800-CALL-WWG and explain the problem. A local Grainger field representative will contact the customer within 60 minutes of the initial call to help solve the customer's problem.

In addition to Grainger's Account Management team and Customer Service team, the following teams will work with National IPA:

- Grainger's Onsite Services Consultants will assist by bringing just-in-time product solutions to help optimize inventory, streamline ordering and restocking customer inventory.
- Grainger also brings extensive experience in assisting customers when emergencies arise, including efficient and effective inventory surge capabilities.
- Grainger's Risk Mitigation plans are prepared and in place. They are focused on ensuring First Responders and First Receivers have the products they need when responding to an emergency, from natural disasters to other events. In 2012 and 2013 alone, Grainger's emergency response teams worked directly with Federal, State and local emergency management agencies to help restore order and public services after natural disasters including Hurricane Sandy, the devastating forest fires in Colorado and California and the ravages of flood waters in Colorado.

J. 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 Participating Public Agency account set-up, etc.

Grainger will continue to support our successful partnership with one point of contact who will manage the overall national program and all marketing and sales efforts for the entire term of the Master Agreement. This will also include coordinating any and all other resources that could or will contribute to the success of our new agreement.

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

K. 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.

Grainger's Government, Healthcare and Education business in 2013 totaled $1.3 billion. Grainger has contracts with 47 States, numerous Local government entities, as well as the Federal government. Grainger's Public Sector sales organization, supported by approximately 670 professional Account Managers, is solely dedicated to servicing government customers.

The Government sales organization has been in place since 2005 and has allowed Grainger to focus on the unique needs of the government customer while gaining insight into, and expertise in, government procurement. Grainger's Government team members receive annual compliance training to ensure that they know and understand our customers' requirements and can meet our customers' ethical standards. Grainger takes seriously its commitment to its customers and the dedicated Government sales organization ensures government customers can count on Grainger to meet those promises.

Grainger will provide names and addresses of our top Government, Healthcare and Education customers upon contract award and after permission is received from such customers to release this information.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

eCommerce Capabilities - Overview

At the heart of Grainger's eCommerce solution is Grainger.com. Last year eCommerce sales surpassed $2 billion, representing 500,000 to 600,000 online transactions per month. Grainger's focus is on delivering "Easy to Find", "Easy to Use" and "Easy to Connect" eCommerce solutions that meet customer needs. In addition to product search and selection, Grainger's eCommerce offer helps in the areas of supplier consolidation, purchase visibility and control, product standardization, automated business processes and total procurement cost reduction. Grainger continually invests in eCommerce.

Overall, Grainger is well positioned to support today's e-commerce market and to continue to be an innovator in the MRO market. With its eCommerce capabilities and its distribution support, customers may choose to call, fax, walk-in, order over the internet through Grainger.com, place an EDI order or order through a procurement solution such as **Ariba, SAP or Oracle** and remain confident they are receiving the level of customer service upon which Grainger has built its business for more than 85 years.

eCommerce Solution Overview

The following solutions have been designed to support customers from a business and technical standpoint to progress with Internet-based procurement at no additional cost to our customers and additional information is included following this overview:

- **Grainger.com** - A solution that allows users to find the products they need, compare like items, and purchase products efficiently. Users can also access real time availability and track purchase history. This solution is available on a desktop computer as well as on smartphone devices through the Grainger mobile site or the Grainger mobile application.

- In addition, as noted above in Section B. viii (page 10), customers can access the National IPA landing page through the website which will allow customers to further benefit from Grainger's on-line channel.

- **Advanced Features of Grainger.com** - The approval, spend limits and workflow, and reporting features of Grainger.com are a no-cost solution that Grainger can provide. These features can assist a customer to improve control over spend and increase contract compliance.
- **eProcurement -** Grainger offers the ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Grainger connects to customers through electronic marketplaces, exchanges or enterprise purchasing software systems using universal technology standards such as EDI and cXML. Grainger also offers a shopping solution comprised of Grainger-specific data deployed behind the customer's firewall.

Grainger.com – Additional Capabilities

As noted above, Grainger.com provides online ordering capabilities and product search capabilities with full access to Grainger inventory and services. Some of the benefits that Grainger.com provides are:

- **Access to over 1,000,000 products**
- **Mater Agreement pricing**
- **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 Participating Agency, during or after standard business hours, or during busy Grainger branch times.
- **Mobile –** Grainger has a mobile site, optimized for use on any smartphone, as well as an application for iPhone and Android devices and tablets. Participating Agencies now have access to an optimized Grainger.com no matter the location: job site, truck or maintenance shop. Using the new mobile website or apps, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out – with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.
- **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 prevents the need for your locations to contact a Grainger branch or sales person to check product availability.

- **Easy ordering** - Open account or credit card, order confirmation, saved order form – Your locations can pay for their online orders through their pre-established open account with Grainger or via credit card. An email order confirmation will be sent and their online order form is saved for up to

24 hours. This will provide Participating Agencies with the payment options they need and the service levels they expect from Grainger. Grainger encrypts a customer's critical financial information before transmission in order to ensure secure online ordering and payment processing. So, even if someone were able to intercept a transmission, they would not be able to use any of the information in 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 the PO number Participating Agencies can check the status of orders placed by phone, fax or at a branch. One click transfers order information to UPS for instant shipping information.
- **Order History** –Participating Agencies will have easy access to their 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 of your online orders placed within the past 2 years. (Order History will not reflect orders placed over the phone or at your local branch.)
- **Click to Call/Chat –** Our new "Click to Call/Chat" feature layers the great service provided to customers on the phone and in the branches into Grainger.com. If any of Participating Entities' employees have a question when shopping on the site – about products, technical specifications, or account information – a knowledgeable representative is just a click away. Employees can chat instantly online with a Grainger representative, or enter a phone number for immediate dial back for a live conversation.
- **Auto Reorder** - Auto-Reorder is a feature that helps customers make sure they don't run out of the products they need by allowing customers to set up recurring orders. Customers decide exactly how much they need and how often they need it, and we'll take care of the rest. Customers will always receive email notifications before an order is automatically replaced, and customers can also adjust or cancel orders at any time.
- **Product Reviews and Ask & Answer** - Product Reviews on Grainger.com provide honest feedback from other people who have used our products. Now Participating Agencies have access to information that will help them make better-informed buying decisions and provide feedback that will help us serve them better. With Ask & Answer, customers now have the expertise of fellow customers, Grainger staff and other contributors to help guide you through all of your toughest product-related questions.

- **Product technical support** – Any Participating Agency customers can email a product question directly to Grainger. The questions are forwarded by email to the appropriate subject matter expert. 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 Agency 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 search by Grainger item number or manufacturer model number. Enhanced features help customers find items within certain product categories based on specifications needed. This helps customers save significant time by avoiding having to page through a catalog or an index or having to call for help to find one of these products.
- **Grainger branch locator** – Any Participating Agency locations can enter their zip code, area code, or state to obtain information on the nearest Grainger branch along with the address, telephone and fax numbers, and a map to that location.
- **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 products from our diverse suppliers.
- **Material Safety Data Sheets (MSDS) and Catalog requests** – Each Participating Agency location can view or print MSDS as well as request the Grainger General Catalog online.
- **Multiple users per customer account** – When an employee at one Participating Agency location registers online with Grainger, that person becomes the customer location "agent." One or more people can be added as "users" authorized to place orders using the same Grainger account number. This feature allows for efficient ordering by only properly authorized users within Participating Agency locations.

Advanced Features of Grainger.com

In addition to all of the great features listed above, Grainger.com offers enhanced features for greater purchasing control and a customized experience. Through customizable spend management and order visibility, Grainger helps customers manage their accounts more efficiently.

The features and benefits of Grainger.com include:

- **Order Management System** -. Order Management System (OMS) on Grainger.com allows Participating Agencies to manage spend through spend limits and order approvals. These spend limits and approval routing is set up at the user level.
- **Personal & Shared Lists** – Grainger.com offers customers the opportunity to create personalized lists of frequently purchased items and share the lists with others on the account to simplify repeat ordering.
- **Customized Account Settings**
- **Multi-User Management and Approval**
- **Mass Registration –** For customers with large numbers of users, Grainger can complete a mass registration for quicker start up.

eProcurement
eProcurement solutions automate the purchase and invoicing of MRO purchases. With eProcurement, Participating Agencies are able to control spend more effectively, increase the amount of spend being managed, reduce purchasing agent overhead and improve requisition-to-order cost and cycle time. Grainger offers the following eProcurement solutions and services:

Content File - Grainger eProcurement offers a shopping solution to the customer comprised of Grainger specific data deployed behind the customer's firewall (catalog resident on customer's own system rather than visiting Grainger's online catalog site via Punch-Out). This enables the customer to shop a static catalog through their current internal systems. Often the content is associated with the customer's Web-based purchasing application.

The customer determines the data fields contained within this catalog, the data itself and the search engine that is used. Grainger has the ability to meet many different catalog specifications along with many different formats for deployment (i.e. Excel, tab delimited, CIF). Online catalogs are updated nightly and static catalogs are updated three times annually, in general.

Grainger can provide Oracle R12 version to ensure proper integration, best accomplished through a scoping call with our e-business integration team to determine specific need and customization. We have had experience with more than 85 customer platforms including Ariba, Oracle, PeopleSoft, Global Healthcare Exchange and SAP. We have an end-to-end integration capability to drive streamlined processes resulting in cost savings through productivity enhancements and reduction of direct ordering cost. We have a dedicated team of experts that will assist with customization and implementation.

Grainger has taken several pro-active steps to help prepare its customers for successful implementation of an e-procurement system. From a business and technical standpoint, the following services have been created to assist customers with a shift forward to Internet based procurement:

- **Grainger eBusiness Team -** This team works with Grainger's customers implementing an Internet based procurement solution (Ariba, Oracle, SAP, etc.) and is responsible for coordinating and leading all technical and business issues related to the implementation.
- **Grainger Content Deployment Team -** This team works to collect, organize, and prepare its catalog content electronically to support its customer's needs. All aspects of content and formatting will be coordinated with this team's expertise.

Internal Teams
Grainger has developed the following internal teams to provide superior service and content and/or Punch-Out solutions to support customers:

eProcurement Solutions Managers & Consulting Services
Grainger's experienced and seasoned team of eProcurement Solution Mangers and Consultants are ready to perform baseline reviews of Participating Agency's eBusiness platforms. Grainger Consultants work with our sales team to identify and prioritize eBusiness customer electronic connection opportunities based on customer requirements and timelines. eProcurement Solutions Managers and Consulting Services Team members perform a technical assessment to ensure that Grainger can connect with the customer's software platform and integrate

the systems. Technology standards are developed while ensuring business requirements are addressed and met. eProcurement Solutions Mangers will also work with you to develop adoption plans and strategy to ensure you are receiving all the benefits of an integrated procurement solution.

eCommerce Operations
The eCommerce Operations Team Members include Business-to-Business (B2B) Implementation Managers, eServices Specialists, System Analysts and a fully staffed Customer Care Team. The eCommerce Operations Team manages customer projects from inception to implementation by creating a thorough project plan that includes gathering data requirements, establishing connectivity, customer testing and post-production reviews. Grainger's seasoned team ensures that a customer's integration proceeds according to project plan.

Enterprise Systems
This team is responsible for (i) planning, analysis, and development of new software functionality for the Grainger.com and eProcurement Sites; (ii) automated and manual testing of all releases to production; (iii) advanced support for customer issues experienced on Grainger.com; and (iv) operational duties around continued support and functionality on the sites.

Supported eProcurement Transactions
eProcurement, the computer-to-computer exchange of documents such as purchase orders, invoices and payments, eliminates many of the manual steps involved in processing transactions, increases data accuracy, and enhances cycle times. The following are standard transaction sets supported by Grainger's eBusiness department. Grainger also has the capabilities to support custom non-standard transactions, per request.

- Invoice - 810 ANSIx12, cXML , xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL
- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12
- Grainger can currently support up to an ANSI X12 version 5050.
- Grainger can currently support most versions of cXML.
- Grainger supports xCBL 3.5 version.

The charts below reflect Grainger's experience and flexibility in offering options to our customers for **Marketplaces, Technology Standards and Electronic Catalog formats.** Grainger has experience with:

Marketplaces			
Adaco	Edict Systems	Ketera	ReactorNet
ADP	Elcom	JPMC Xign	Quick Books
Aeroexchange	Elemica	K12 Buy	SciQuest
Ariba	Enporion	Lawson	ShipServ
AssetPoint	ePS	Material Mgmt Software	Schuster 360
AvidXchange	Epylon	Maximo (IBM)	Skyward
Bellweather Software	Equal Level	MedAssets – GPO	SmartEquip
Birch Street	eSchool Mall (ESM)	Mercury Commerce	Sollod technologies

Marketplaces			
Brand Labe	eVA	Meplato	Sterling Commerce
Broadland – GPO	Exostar	OB10	TX SmartBuy
Business Advantage	Expense Watch	Oracle	Taulia
BuyEficient – GPO	Global eProcurement	Osiris Innovation Group	Tejari
Capitol Computer Assoc	GHX	OSN	Thalerus
Cinema Solutions	Hubwoo	P2P Solutions	Trancepta
Click2Procure	iPurchase	Peoplesoft	UniMarket
Coupa	IBX	Periscope	Verian (Procurelt)
Direct Commerce	IDS	ProcurePlus – GPO	Vinimaya
DSSI	Infor Datastream	Puridiom	VITG Global
Dynamics NAV	JD Edwards	Quadrem	Wallmedien

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

Electronic Catalog Formats
CIF
Delimited
Access

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will use reasonable commercial efforts to ensure ~~will guarantee~~ each year under the Master Agreement for the initial three years of the Master Agreement.

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

This RFP response has been specifically tailored for National IPA and Participating Public Agencies with a focus on city, county and education customers. Upon contract award, the Master Agreement will be offered as an option to National IPA's Participating Public Agencies. Further, Grainger will work with the National IPA in marketing the contract with a goal of trending growth. [redacted]

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

If the customer solicitation allows for a cooperative response and Grainger and National IPA have identified this customer as a mutual target, Grainger will respond with the National IPA Master Agreement pricing.

ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

In addition to the response above, Grainger can respond with the City of Tucson/National IPA Master Agreement and incorporate a key feature of our City of Tucson response: the ability to customize a specific market basket for that customer to achieve lower pricing on a select number of products.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

In the event a public agency's formal solicitation for Maintenance Repair and Operating supplies will not entertain a cooperative response, Grainger will respond with a competitive offer that relates to the committed volume stated in the solicitation and is responsive to other requirements in the solicitation.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

In the event a public agency's formal solicitation for Maintenance Repair and Operating Supplies will entertain alternative or multiple proposals, Grainger will evaluate the solicitation and respond with its best offer based on committed volume and other requirements of the solicitation. Our response may be a combination of a stand-alone response and the City of Tucson/National IPA Master Agreement. In some cases, it may be in the best interest of Grainger to respond with only the City of Tucson/National IPA Master Agreement.

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
Contract: The legal agreement executed between the City and the Contractor/Consultant. The 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.
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 is 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. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

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. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: An original and 7 copies (8 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 Office 2003 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. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

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. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **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.

23. **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 are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. 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.

25. 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

Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with National IPA or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit 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/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   Upon an Agencies request, the successful Contractor(s) will provide an electronic copy of the complete Contract to a participating agency.

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 three (3) years, 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 two (2) 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 National Core List price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. 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 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 Seven

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. **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.

7. **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.

8. **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.

9. **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.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority ~~seek to amend~~ to:

    A. Seek to ~~A~~amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Seek to ~~O~~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 and Contractor. 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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII. Same as before.

19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors shall pay, defend, indemnify and hold harmless 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 to the extent caused ~~in whole or part~~ by Contractor relating to work, services and/or products provided in the

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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. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

20. **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, holidays, paid vacation, sick days, or pension contributions 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. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

In the event that Contractor fails to remedy the default within ten (10) business days, or other such time as the parties mutually agree, the City may terminate 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.

40. 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.

41. 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 Eight

Signed Amendments

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 141003

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services
AMENDMENT NO. ONE (1)

DATE ISSUED: Friday, March 28, 2014

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

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 Windle, C.P.M., CPPB Principal Contract Officer at (520) 837-4105.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4704 Fax: (520) 791-4735

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
PHONE: (520) 837-4105/FAX: (520) 791-4735
ISSUE DATE: Friday, March 28, 2014
Lloyd.Windle@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 141003
RFP AMENDMENT NO.: One (1)

RFP DUE DATE: Tuesday, April 08, 2014 @ 4:00 P.M., Local AZ Time
PRINCIPAL CONTRACT OFFICER: LLOYD WINDLE II, C.P.M.,CPPB

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

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services

RFP DUE DATE: Remains the same: **Tuesday, April 08, 2014 at 4:00 pm Local AZ Time.**

1. Question: Will the City of Tucson accept for consideration a regional response?

   Response: Proposals will be evaluated on the criteria as presented in the solicitation, which includes details of coverage on a national basis.

2. Question: What weight is given to inclusion of small and disadvantaged businesses participation?

   Response: The inclusion of small businesses is just one of many requirements and criteria that the City will evaluate. No specific weight is specified. Refer to Scope of Services, C. Service Requirements, 5. Small Business Program for details of this requirement.

3. Question: Are the terms of the Administrative agreement as written in the sample provided negotiable prior to award?

   Response: Yes. However, you must submit any exceptions, along with proposed alternate language, with your original submitted proposal to be considered. Refer to Instructions to Offerors, Paragragh 10. Exceptions to Contract Provisions.

4. Question: What is the administrative fee to be paid to Provista/National IPA?

   Response: The administrative fee is contained in Attachment A, Exhibit A, page 3 of 25 and is 3%.

5. Question: Is the total value of City of Tucson's estimated usage inclusive of janitorial products spend?

   Response: Yes

6. Question: Is the total contract value estimate based on the current reported sales by Grainger on the National IPA MRO contract?

   Response: It is a projection based on the current annual volumes among the City and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between 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
PHONE: (520) 837-4105/FAX: (520) 791-4735
ISSUE DATE: Friday, March 28, 2014
Lloyd.Windle@tucsonaz.gov

RFP DUE DATE: Tuesday, April 08, 2014 @ 4:00 P.M., Local AZ Time
PRINCIPAL CONTRACT OFFICER: LLOYD WINDLE II, C.P.M.,CPPB

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

7. Question: Is the participation of National IPA mandatory or negotiable? Much of the "marketing" and sales activity appears redundant to our internal marketing and sales operations.

   Response: Proposals will be evaluated on the criteria as presented in the solicitation, which includes details of coverage on a national basis. The award of a contract will create a triad partnership between the City of Tucson (Lead Agency and contract holder), the vendor (Contractor) and National IPA, (Marketing Partner of the City). This model provides immediate access to 35,000 participating agencies ready to piggyback the contract as well as provide for an established business relationship with those agencies.

8. Instructions to Offerors, Paragraph 9. Proposal/Submittal Format. Replace the second sentence in its entirety with the following.

   Offerors shall also submit two electronic copies of the proposal on cd or flash drive.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 4/18/14
Signature Date

Michael Sampson Se. National Sales Manager
Print Name and Title

Grainger
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 141003

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services
AMENDMENT NO. TWO (2)

DATE ISSUED: Tuesday, April 01, 2014

The referenced document has been modified as per the attached Amendment No. Two (2).

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, C.P.M., CPPB, Principal Contract Officer at (520) 837-4105.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4717 Fax: (520) 791-4735

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
PHONE: (520) 837-4105/FAX: (520) 791-4735
ISSUE DATE: Tuesday, April 01, 2014
Lloyd.Windle@tucsonaz.gov

REQUEST FOR PROPOSAL NO.: 141003
RFP AMENDMENT NO.: Two (2)

RFP DUE DATE: Tuesday, April 22, 2014 @ 4:00 P.M., Local AZ Time
PRINCIPAL CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M.,CPPB

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

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services

1. **RFP DUE DATE:** The RFP due date has been changed from Tuesday, April 08, 2014 at 4:00 pm Local AZ Time to **Tuesday, April 22, 2014 at 4:00 pm Local AZ Time.**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Michael Sampson 4/18/14
Signature Date

Michael Sampson Sr. National Sales Manager
Print Name and Title

Grainger
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

Tab Nine

List of Grainger Exhibits

Grainger Attachments

Grainger Exhibit	Grainger Exhibit Title
Exhibit A	Grainger Implementation Plan Example
Exhibit B	Grainger Sample Invoice
Exhibit C	Sample Report Card/Customer Focused Quality Report Card
Exhibit D	Monthly Usage Report
Exhibit E	Grainger's Sourced Product Terms and Conditions
Exhibit F	City of Tucson Business License
Exhibit G	W.W. Grainger, Inc. 2013 Annual Report
Exhibit H	Grainger Disaster Recovery
Exhibit I	Grainger's KeepStock Solution – Key Understandings
Exhibit J	Grainger KeepStock Overview
Exhibit K	Grainger Warranty Terms and Conditions
Exhibit L	W.W. Grainger, Inc. – Dunn and Bradstreet Report 03.2014
Exhibit M	Draft Implementation Presentation
Exhibit N	Participating Member Affiliation Document
Exhibit O	Grainger's National Government Sales Organization Chart
	Grainger Confidential Information Letter

Tab Ten

Copy of the entire RFP document

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**141003**
PROPOSAL DUE DATE:	**APRIL 8, 2014 AT 4:00 P.M., LOCAL AZ**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ**
MATERIAL OR SERVICE:	**MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**MARCH 18, 2014**
TIME:	**9:00 A.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE RM.** **255 W. ALAMEDA, 7TH FL. TUCSON, AZ**
CONTRACT OFFICER:	**LLOYD B. WINDLE II C.P.M., CPPB**
TELEPHONE NUMBER:	**(520) 837-4105** **Lloyd.windle@tucsonaz.gov**

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. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

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.

******ALERT******

The City of Tucson has implemented additional security procedures in City Hall. All visitors will be required to enter only through the north side doors facing Alameda Street. When attending a meeting or delivering a solicitation response to City Hall, please allow ample time to go through the security screening process.

Visitors will be required to do the following:

- Pass through metal detectors / security wands;
- Purses and bags will be searched by security personnel;
- Obtain a visitor's pass.

LBW/swb
PUBLISH DATE: MARCH 6, 2014

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 AND RELATED SERVICES.** 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 and related services.

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

The City of Tucson, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over $43 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

The City anticipates spending approximately $4 million over the full potential Master Agreement term for MRO supplies. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of MRO supplies purchased under the Master Agreement through National IPA is approximately $80 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies

that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and 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. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold and total spend by department, division, ordering entity, etc.

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.

7. WARRANTY: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of

quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

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. **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.

4. **PRICING:** 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.

5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

C. SERVICE REQUIREMENTS: 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.

1. **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.

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

3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.

4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles and supply vending machines. Consulting and analysis solutions are also desirable.

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

6. **Green/Sustainability Program:**
    a. **Policies:** Efforts and policies pertaining to green and sustainability.
    b. **Products:** Impact on product offerings.
    c. **Distribution:** Impact in distribution.
    d. **Recycling of Lamps:** The ability to recycle lighting and electronic products.

e. **Lighting and Energy Audits:** The ability to perform lighting and energy audits.
f. **Certifications:** The industry recognized certifications and standards obtained.

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

8. **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.

9. **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
Contract: The legal agreement executed between the City and the Contractor/Consultant. The 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.
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 is 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. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

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. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: An original and 7 copies (8 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 Office 2003 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. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

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. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **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.

23. **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 are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. 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.

25. 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. Provide a response to the national program.
   a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
   b. The successful offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

2. **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.

3. **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.

b. Describe how you will roll out your program to City of Tucson staff? Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

c. Describe how you will develop and maintain relationships with key department end users in order to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

d. Describe your sales and reporting capabilities. What level of detail is available?

4. Ordering and Invoices

a. Describe your ordering capacity (retail locations, 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?

e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.

f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

5. **Other**

a. Describe any government rebate or government incentive programs applicable.

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

B. Price Proposal

1. Core Lists

a. National Core List – Provides for the deepest discounts on a variety of products to agencies nationwide. Products in this list should represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing on the National Core List shall be provided to all Participating Agencies.

i. Using Attachment B, National Core List, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally. How many items are being proposed?

ii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?

b. Customized Core List by Agency – In addition to the National Core List, Offerors may provide customized core lists to agencies.

i. Describe Offeror's ability to provide customized core lists to agencies;
ii. The number of items Offeror proposes to provide on a customized core list;
iii. How often does the Offeror propose to update customized core lists;
iv. Describe any agency size or volume limitations.

c. Catalog Pricing: Provide pricing for products not included in items 1.a. and 1.b. above,

i. Describe how you will price catalog items. That is, by product category, sub-product category, manufacturer, etc.
ii. Disclose the number of items in each product category and in the catalog

d Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.

2. Describe how services proposed will be priced.

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**.**

   a. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

   b. Will payment be accepted via commercial credit card? _____Yes _____No
      1. If yes, can commercial payment(s) be made online? _____Yes _____No
      2. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
      3. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
      4. If "no" to above, will consideration be given to accept the card?
      _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

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. Highlight experience and strong national presence in the MRO industry.

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 the stated criteria. However, the City may determine that shortlisting is not necessary.

B. InterviewsDemonstrations:

The City reserves the right to conduct interviews and/or product demonstration/ with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or product demonstrations are not necessary. In the event interviews and/or product demonstrations are conducted, information provided during the interview 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 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 and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

The City anticipates a single award, however, to provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with National IPA or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit 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/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   Upon an Agencies request, the successful Contractor(s) will provide an electronic copy of the complete Contract to a participating agency.

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 three (3) years, 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 two (2) 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 at the end of the Contract's first year. Subsequent fully documented requests for price adjustment may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. 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 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. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors shall pay, defend, indemnify and hold harmless 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. If Contractor or any of Contractor's employees are certified to receive a

premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

20. **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, holidays, paid vacation, sick days, or pension contributions 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. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. 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.

41. 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.

PRICE PAGE

Refer to Attachment B

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.

Grainger Industrial Supply
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

Michael Sampson
Signature of Person Authorized to Sign

Michael Sampson
Printed Name

Sr. National Sales Manager
Title

For clarification of this offer, contact:

Name: Michael Sampson

Title: Sr. National Sales Manager

Phone: 763-498-4318

Fax:

E-mail: michael.sampson@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 _____ , 2014.

Awarded this _____ day of _____ , 2014

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Director of Procurement and not personally

ATTACHMENTS

Attachment A - National IPA

Attachment B – National Core List

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Maintenance, Repair and Operational Supplies, Parts, Equipment and Materials and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 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.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $60 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its 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 or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide. Include a map showing national coverage capabilities.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service available under the contract. Include any subsidiaries or company owned entities that may include product or service under the contract.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. 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 beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications within first 10 days

ii. Announcement, contract details and contact information published on the company website within first 30 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. 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 Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

viii. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. 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.

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

J. 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 Participating Public Agency account set-up, etc.

K. 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.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

EXAMPLE

days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of

EXAMPLE

the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

EXAMPLE

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
Michael Sampson	
Signature	Signature
Michael Sampson	
Name	Name
Senior National Sales Manager	
Title	Title
April 18, 2014	
Date	Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

EXAMPLE

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $

Report Totals _____ _____

Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BAKER CITY GOLF COURSE, OR
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CEDAR FORT, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CITY AND COUNTY OF HONOLULU, HI
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR

CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BOUNTIFUL, UT
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CEDAR CITY, UT
CITY OF CEDAR HILLS, UT
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF HURRICANE, UT
CITY OF INDEPENDENCE, OR
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MONTICELLO, UT
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SOUTH JORDAN, UT
CITY OF SOUTH SALT LAKE, UT
CITY OF SPRINGFIELD, OR
CITY OF ST. GEORGE, UT
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TAYLORSVILLE, UT
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
CORPORATION OF THE CITY OF SALEM, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON CITY CORP, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT

GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LA VERKIN, UT
LAKETOWN, UT
LAYTON, UT
LEAGUE OF OREGON CITES
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY MUNICIPAL CORPORATION, UT
PAROWAN, UT
PAYSON CITY CORPORATION, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVER HEIGHTS, UT
RIVERDALE, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT

SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
SOUTH OGDEN, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
THE CITY OF HAPPY VALLEY OREGON
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CALCASIEU PARISH, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY DEPT OF TRANS, OR
CLACKAMAS COUNTY, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COOS COUNTY, OR
COUNTY OF BEVER, UT
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF CARBON, UT
COUNTY OF DAGGETT, UT
COUNTY OF DAVIS, UT
COUNTY OF DUCHESNE, UT
COUNTY OF EMERY, UT
COUNTY OF GARFIELD, UT
COUNTY OF GRAND, UT
COUNTY OF HAWAII, OR
COUNTY OF IRON, UT
COUNTY OF JUAB, UT
COUNTY OF KANE, UT
COUNTY OF MILLARD, UT
COUNTY OF MORGAN, UT
COUNTY OF PIUTE, UT
COUNTY OF RICH, UT
COUNTY OF SALT LAKE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF SANPETE, UT
COUNTY OF SEVIER, UT
COUNTY OF SUMMIT, UT
COUNTY OF TOOELE, UT
COUNTY OF UINTAH, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF WASHINGTON, UT
COUNTY OF WAYNE, UT
COUNTY OF WEBER, UT
CROOK COUNTY ROAD DEPARTMENT, OR
CROOK COUNTY, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HARNEY COUNTY, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH CONV & VISITORS COM
LAFAYETTE PARISH, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REG 3
LAFOURCHE PARISH, LA
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MARION COUNTY, SALEM, OR
MAUI COUNTY, HI
MORROW COUNTY, OR
MULTNOMAH COUNTY BUSINESS & COMMUNITY SRVCS, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH COUNTY, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DIST 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CARBON COUNTY REC/TRANS SPECIAL SVC DIST, UT
CENTRAL CITY ECONOMIC OPP CORP, LA
CENTRAL OREGON INTERGOV COUNCIL
CENTRAL UTAH WATER CONSERVANCY DIST, UT
CENTRAL VALLEY WATER RECLAMATION FACILITY, UT
CHEHALEM PARK AND RECREATION DISTRICT
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
JOHN DAY CANYON CITY PARKS AND RECREATION DISTRICT
JORDAN VALLEY WATER CONSERVANCY DISTRICT, UT
LAFAYETTE AIRPORT COMMISSION, LA
LANE FIRE AUTHORITY, OR
LONE PEAK FIRE DISTRICT, UT
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METRO EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NORTH DAVIS FIRE DISTRICT, UT
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
PORTLAND DEVELOPMENT COMMISSION, OR
PROVO RIVER WATER USERS ASSOCIATION, UT
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SALT LAKE CITY AIRPORT, UT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH VALLEY SEWER DISTRICT, UT
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
UNIFIED FIRE AUTHORITY, UT
UNITAH RECREATION DISTRICT, UT
UTAH HOUSING CORPORATION, UT
UTAH TRANSIT AUTHORITY, UT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ACADIA PARISH SCHOOL BOARD
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEAVERTON SCHOOL DISTRICT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BEND-LA PINE SCHOOL DISTRICT
BOSSIER PARISH SCHOOL BOARD
BOX ELDER SCHOOL DISTRICT , UT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CACHE COUNTY SCHOOL DISTRICT , UT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CANYONVILLE CHRISTIAN ACADEMY
CARBON SCHOOL DISTRICT , UT
CASCADES ACADEMY OF CENTRAL OREGON
CBA CENTER , UT
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DAGGETT SCHOOL DISTRICT , UT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
DUFUR SCHOOL DISTRICT NO.29
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
ESTACADA SCHOOL DISTRICT NO.10B
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FOREST GROVE SCHOOL DISTRICT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE MIDDLE SCHOOL
GEORGE WASHINGTON ACADEMY , UT
GLADSTONE SCHOOL DISTRICT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LAKEVIEW ACADEMY , UT
LANE COUNTY SCHOOL DISTRICT 4J
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOGAN SCHOOL DISTRICT , UT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARGARET SCOTT ELEMENTARY SCHOOL, OR
MARIA MONTESSORI ACADEMY , UT
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MITCH CHARTER SCHOOL
MOAB CHARTER SCHOOL , UT

MONROE SCHOOL DISTRICT NO.1J
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MURRAY SCHOOL DISTRICT , UT
MYRTLE PINT SCHOOL DISTRICT 41
NAVIGATOR POINTE ACADEMY , UT
NEAH-KAH-NIE DISTRICT NO.56
NEBO SCHOOL DISTRICT , UT
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
ONTARIO MIDDLE SCHOOL
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
RAPIDES PARISH SCHOOL DISTRICT
REAGAN ACADEMY , UT
REDMOND SCHOOL DISTRICT
RENAISSANCE ACADEMY , UT
REYNOLDS SCHOOL DISTRICT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION , UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS , UT
SAN JUAN SCHOOL DISTRICT , UT
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SEVIER SCHOOL DISTRICT , UT
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPECTRUM ACADEMY , UT
SPRINGFIELD SCHOOL DISTRICT NO.19
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SWEET HOME SCHOOL DISTRICT NO.55
SYRACUSE ARTS ACADEMY , UT
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
THOMAS EDISON - NORTH , UT
TIGARD-TUALATIN SCHOOL DISTRICT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UMATILLA MORROW ESD
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON COUNTY SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
WOODLAND ELEMENTARY SCHOOL, OR
YONCALLA SCHOOL DISTRICT NO.32

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTENARY COLLEGE OF LOUISIANA
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF EASTERN UTAH, UT
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
DEVRY UNIVERSITY - PORTLAND
DIXIE STATE COLLEGE, UT
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
PROSPECTIVE STUDENT INFORMATION, UT
REED COLLEGE
RESEARCH CORP OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SALT LAKE COMMUNITY COLLEGE, UT
SNOW COLLEGE, UT
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIV (OREGON UNIV SYS)
SOUTHERN UTAH UNIVERSITY, UT
SOUTHWESTERN OREGON COMM COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
TULANE UNIVERSITY
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMM COLLEGE
UNIVERSITY OF NEW ORLEANS
UNIVERSITY OF OREGON
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF UTAH, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT
UTAH STATE UNIVERSITY, UT
UTAH SYSTEM OF HIGHER EDUCATION (USHE)
UTAH VALLEY UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DIST ATTY
STATE OF UTAH

OFFEROR ITEM NUMBER	MANUFACTURER/ BRAND NAME	MANUFACTURER/ BRAND MODEL NUMBER	ITEM DESCRIPTION	MATERIAL/SUPPLY CATEGORY	LIST PRICE	PERCENT DISCOUNT OFF	DISCOUNT OFF UNIT PRICE
					$ -		$ -
					$ -		$ -
					$ -		$ -

GRAINGER
FOR THE ONES WHO GET IT DONE

Exhibit A

(NIPA logo)

[redacted]

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[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]/NIPA

EXHIBIT B

GRAINGER

5862 HARRISON AVE.
ROCKFORD, IL 61108-8127
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	800001166
INVOICE NUMBER	9198830003
INVOICE DATE	12/04/2013
DUE DATE	01/03/2014
AMOUNT DUE	$1,698.86

SHIP TO
ATTN: ATTENTION
SAMPLE COMPANY
123 ADDRESS CT
KINGSTON IL 60145-0000

PO NUMBER:	123456
PO RELEASE:	333
DEPARTMENT:	7777777
PROJECT/JOB:	4444
REQUISITIONER:	REQUIST NAME
CALLER:	SHARON CARPENTE
CUSTOMER PHONE:	555-555-5555
ORDER NUMBER:	1188465007
INCO TERMS:	FOB ORIGIN

BILL TO
SAMPLE COMPANY
123 ADDRESS CT
KINGSTON IL 60145-0000

THANK YOU!

FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL *1-800-472-4643*

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
50	1AJC4	IMPACT WRENCH CARE KIT,W/4Z623 MANUFACTURER # 212-TK2 Delivery #6234391114 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:2 Wt: 0.990 Trk #:TRACKING123456789012	9	48.70	438.30
20	1AJC4	IMPACT WRENCH CARE KIT,W/4Z623 MANUFACTURER # 212-TK2	6	48.70	292.20
30	2WZU3	COTTER PIN,18-8,1/4X1 1/2 L,PK 50 MANUFACTURER # 03-250-1500	7	27.95	195.65
40	2YJ17	WEB SLING SHACKLE,ROUND PIN,10800 LB. MANUFACTURER # M704 Delivery #6234391115 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:1 Wt: 34.090 Trk #:TRACKING234567890123	8	48.65	389.20
10	2YJ17	WEB SLING SHACKLE,ROUND PIN,10800 LB. MANUFACTURER # M704 Delivery #6234391116 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:5 Wt: 14.900 Trk #:TRACKING345678901234	5	48.65	243.25

INVOICE SUB TOTAL	1,558.60
TAX	140.26

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE ***$1,698.86***

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

SAMPLE COMPANY
123 ADDRESS CT
KINGSTON IL 60145-0000
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 800001166
PALATINE, IL 60038-0001

800001166919883000310001698861001402610000000100000001401036 6

X	ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
	800001166	12/04/2013	9198830003	**$1,698.86**

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

SAMPLE

GRAINGER STANDARD TERMS AND CONDITIONS

A. SALES POLICY

1. Wholesale Only.

W.W. Grainger, Inc. ("Grainger") sells products for business use to customers with proper business identification, which is required from all customers prior to purchase.

2. Prices.

Prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact the local Grainger branch or check online at www.grainger.com for current pricing. Export orders may be subject to other special pricing. Grainger reserves the right to accept or reject any order.

3. Sales Tax.

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

4. Payment and Credit Terms.

Grainger accepts cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established Grainger credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by Grainger to customer, and the limits of such credit, is at Grainger's sole discretion, and may be reduced or revoked by Grainger at any time, for any reason. Grainger reserves the right to charge a convenience fee for late payments. Grainger further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Grainger shall have the right of set-off and deduction for any sums owed by customer to Grainger. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Grainger's credit terms, or fails to supply adequate assurance of full performance to Grainger within a reasonable time after requested by Grainger (such time as specified in Grainger's request), Grainger may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Grainger will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

5. Credit Balance.

Customer agrees that any credit balance(s) issued by Grainger will be applied to customer's account within one (1) year of its issuance. **IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND GRAINGER SHALL HAVE NO FURTHER LIABILITY.**

B. FREIGHT POLICY

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. Grainger charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at time of order and reflected on customer's invoice. Receipts for shipping and handling charges will not be furnished. Grainger covers shipping and handling for standard ground delivery for orders over US $1500 before tax and freight (including any back orders). C.O.D. shipments are not permitted. Other terms and conditions may apply for other than standard delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

C. WARRANTY POLICY

1. LIMITED WARRANTY.

ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

2. WARRANTY DISCLAIMER.

a. 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 CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABLE; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS.

b. GRAINGER MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

3. LIMITATION OF LIABILITY.

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

4. Warranty Product Return.

Before returning any product, customer shall: (i) write or call the local Grainger branch from which the product was purchased; (ii) in the case of an internet order, contact www.grainger.com and provide the date, the original invoice number, the stock number, and a description of the defect; or (iii) call Customer Care at 1-888-361-8649, and provide the date, the original invoice number, the stock number, and a description of the defect. Proof of purchase is required in all cases.

5. Manufacturer's Warrranty.

For information on a specific manufacturer's warranty, please contact the local Grainger branch or call Customer Care at 1-888-361-8649.

6. Product Compliance and Suitabilty.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Grainger does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Grainger accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

D. PRODUCT INFORMATION

1. Catalog/Website Information.

Grainger reserves the right to correct publishing errors in its catalogs or any of its websites. Product depictions in the catalog or websites are for illustrative purposes only. Possession of, or access to, any Grainger catalog, literature or websites does not constitute the right to purchase products.

2. Product Substitution.

Products and/or country of origin may be substituted and may not be identical to descriptions and/or images in the catalog or on the website.

3. Occupational Safety and Health Administration ("OSHA") Hazardous Substance.

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. **GRAINGER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT.**

4. MSDS and Proposition 65 Product Requests.

MSDS and a list of Proposition 65 products are available: (i) at the local Grainger branch; (ii) by contacting Grainger, Dept. B1.L57, Attn: Environmental Health and Safety Dept., 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.; (iii) by calling Grainger's MSDS Request Line at 1-877-286-9860; or (iv) by logging on to www.grainger.com and clicking on the "Resources" tab at the top of the page.

5. Important Notice to Federal Customers Re: Country Of Origin.

While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act ("TAA"), as implemented by Federal Acquisition Regulations Part 25, other products sold by Grainger may not meet the requirements. At the time of purchase, Grainger will advise customers with proper identification as an authorized schedule customer whether or not a product is "TAA-compliant." Any federal customer purchasing a non-TAA item will be making an "open market" purchase that is not covered by any contract. Federal customers are advised that the open market purchases are NOT GSA schedule purchases. By purchasing any product on the open market, the customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

6. ARRA Orders.

It is the customer's responsibility to advise Grainger whether this order is funded in any part by funds from or related to the American Reinvestment and Recovery Act ("ARRA") (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Grainger will provide country of origin information so that customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations.

E. GENERAL TERMS

1. Force Majeure.

Grainger shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Grainger in the conduct of its business.

2. Grainger's Performance of Services.

Customer will hold harmless and indemnify Grainger, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Grainger related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

3. Cancellation.

All product order cancellations must be approved by Grainger, and may be subject to restocking fees and other charges.

4. Product Return.

Product returns must be made within one (1) year from date of purchase, unless otherwise indicated. Customer should call the local Grainger branch, or go to www.grainger.com, for instructions. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases.

F. EXPORT SALES

Orders for export sales are subject to the terms conditions found at www.grainger.com and can be accessed by clicking on the "Terms of Sale" link.

SAMPLE

A FULL STATEMENT OF GRAINGER'S TERMS AND CONDITIONS IS AVAILABLE ON WWW.GRAINGER.COM AND IS INCORPORATED BY REFERENCE.

EXHIBIT C

Customer Report Card

*** The information contained in these reports is confidential. It is the property of W.W. Grainger, Inc. Unauthorized use, disclosure or copying of this information is strictly prohibited and may be unlawful.**

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EXHBIT D

** The information contained in these reports is confidential. It is the property of W.W. Grainger, Inc. Unauthorized use, disclosure or copying of this information is strictly prohibited and may be unlawful.*

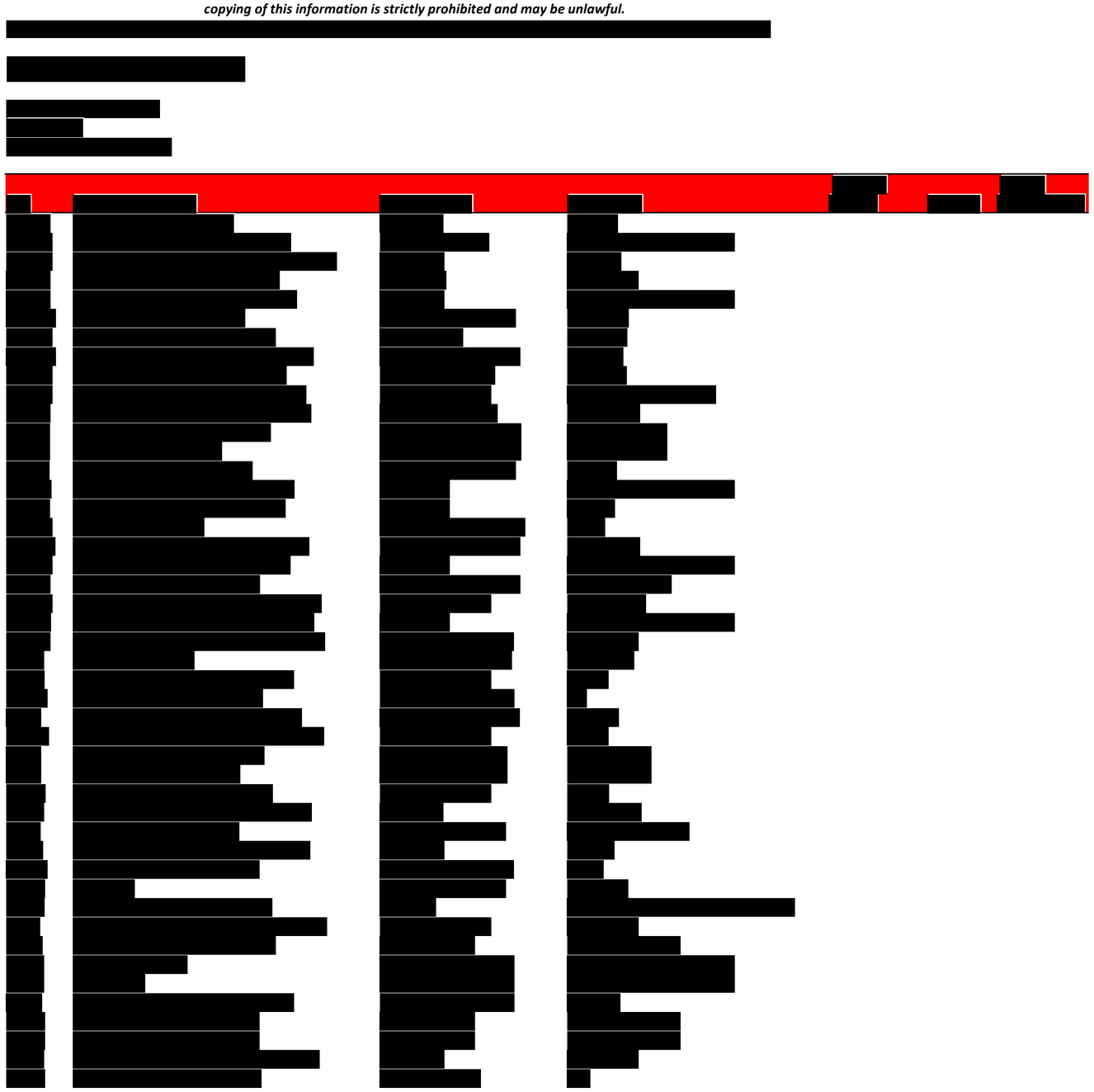

EXHIBIT E

Terms and Conditions for Sourced Product

Sourcing Services
Grainger will source products not available through the Grainger General Catalog. Grainger does not source the following products: weapons, ammunition, explosives, aircraft products (including ground support equipment), products containing asbestos, nuclear-related products, products directly involved in production of final product (end unit), products with restricted distribution, or any product judged to be too great a liability risk by W.W. Grainger, Inc.

Pricing
The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Delivery
Please note that these products will be shipped directly from the manufacturer and as such will have longer delivery times based on availability from manufacturer. Please contact Grainger at time of order for any delivery time.

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

Warranty Disclaimer
GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABLITY APPLY TO SOURCED PRODUCTS.

WARRANTY DISCLAIMER. 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.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Returns

A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee of 35% of Sourced Product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed.

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

EXHIBIT F

City of Tucson

Business License

Business Name and Tucson Mailing Address:

WW GRAINGER
B3.E4O-TAX DEPTMNT
14147 W IL ROUTE 60
LAKE FOREST IL 60045-5200

License Number: 1011332

Type: Other Miscellaneous Durable Goods Mercha

Issue Date: December 26, 2013

Expiration Date: December 31, 2014

Owner:
GRAINGER WW

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2014

Non-Transferable

1011332

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Occupational License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: WW GRAINGER

Located At: 3415 S DODGE BLVD, TUCSON AZ 85713

BD#868

Effective: January 01, 2014

Please refer to license number in all correspondence.

By _____
Finance Director

EXHIBIT H

Here When You Need Us

Grainger is uniquely positioned to respond to emergency situations. Having been in business for 85 years, Grainger has found itself right in the middle of many disasters. We have been there, side by side, assisting, working and helping to get the products needed to those in need. Our experience includes assisting first responders, first receivers and others in all types of emergencies, including those resulting from natural disasters and those attributable to human failings or intentional acts. We were there in New York City during 9/11, at California's devastating wild fires, at the Minnesota bridge collapse, the Gulf Oil Spill and most recently, Hurricane Sandy. We also respond to those emergencies that do not make the nightly news, but matter to all those involved.

Grainger's Emergency Management Plan

The key to effectively responding to emergencies is planning. Grainger's continuity planning addresses any situation that might disrupt normal operations in the public's infrastructure, ranging from a short-term inconvenience (e.g., an oil spill, water main break or other maintenance issues) to a long-term interruption (e.g., a major terrorist incident or natural disaster). Grainger, the largest safety supply company in the United States, with coverage that spans the nation, has helped government agencies throughout the country respond to regional disruptions through its massive supply chain, product breadth and distribution redundancy. As a result, Grainger has developed general plans and revised them over and over, taking in the lessons learned after each emergency or disaster. Revising, refining and customizing these general plans to the situation are what make Grainger's ability to assist so meaningful.

To illustrate and provide more detail on the above, it is important to note that the starting point is an experienced, cross-functional national team that leads the efforts to respond to the situation. They assess the needs of the area and coordinate with emergency management agencies, first responders and first receivers to develop situation specific plans and bring needed solutions and products to the affected areas. This team is prepared for emergencies; they access our emergency response plans, which outline the processes and procedures for dealing with issues ranging from hurricanes and wildfires to acts of terror. Knowing what the key factors are and having a tested reference document accessible allow us to leverage our experience and become immediately available. The prescribed plans provide consistent execution, even where the nature of the emergencies differ, and allow for customization to fit different situations.

GRAINGER
FOR THE ONES WHO GET IT DONE

The Crisis Management Team has established response procedures that are implemented concurrently:

1. **Ensure the safety of Grainger employees.** Are they and their families safe? Did their homes sustain damage? Are they able to work?
2. **Assess potential damage to the Grainger branch(es).** Once safe, a determination is made as to whether additional employees (from neighboring markets) are needed. For example, during Hurricane Katrina, one of our two New Orleans branches was completely lost. Knowing firsthand the dire straits of the situation, we opened a temporary branch and kept that facility open until the damaged branch was repaired and reopened in April 2006.
3. **Conduct an inventory assessment.** 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

Another key in being available during an emergency is ensuring that our systems are running and able to support the needs of the situation. Part of Grainger's overall plan includes disaster recovery capabilities for our IT systems so that we can readily support our Crisis Management Team. In order to help keep Grainger's IT platform operating and available during any emergency, Grainger has developed a robust Business Continuity Plan to support system integrity and functionality, employing both internal and external resources. Grainger has built redundancy into its system and tests the disaster recovery procedures regularly.

State continuity of procurement operations is similarly important. While state procurement offices typically plan to be a part of the Emergency Operation Center, perhaps as a part of the Emergency Support Function-7 (Logistics Management and Resource Support), often procurement support is provided by the Purchasing Entities procurement office. As was learned in recent hurricanes, emergency

management and continuity of procurement operations are distinct challenges. Grainger has experience in both and is available to consult with Participating States and Purchasing Entities.

Product Prioritization

Lastly, Grainger is cognizant of the need to ensure the health and safety of the public. In severe emergency situations, products can be prioritized for first responders, first receivers and government organizations. Local leadership works with the Crisis Management Team, emergency management agencies, local law enforcement, first responders, first receivers and others to ensure appropriate and fair distribution

to those prioritized entities. Disasters do not distinguish between federal, state and local requirements and resources, but the federal system of priorities in national emergencies can be a challenge. Grainger can confer with and assist Purchasing Entities in mitigating the effects of the priority system.

Here are examples of how Grainger has responded to both natural and man-made disasters:

Tornadoes

Within days following the tornado that struck the city of Joplin, Missouri on May 22, 2011, Grainger opened a temporary branch within one mile of the impacted area to streamline the supply chain for first responders, first receivers and affected businesses in the area. Within hours, trailers containing critical supplies were routed to the Joplin area. When the State Office of Emergency Management Agency contacted Grainger over the weekend to obtain critical supplies needed to control access to the disaster zone, Grainger employees quickly located the inventory needed and arranged for overnight delivery utilizing their own personal vehicles. Grainger employees quickly established contact with Mercy Health to provide communication equipment and emergency lighting solutions needed at St. John's Regional Medical Center, which was destroyed by the tornado. Grainger also delivered a check for $52,000 to the Greater Ozark Regional Chapter of the American Red Cross to assist relief efforts in Joplin and neighboring communities.

Flooding

Grainger also played a role in the response efforts to the May 2010 flooding in Jackson, Tennessee. When the floods hit, one of our Grainger sales representatives was contacted by Tennessee Emergency Management Agency (TEMA) needing sand bags and pumps to aid in recovery. The sales representative engaged the local Grainger branch the same afternoon and personally delivered the products to the customer. In addition, the local sales representative proactively placed an order for more sand bags to be delivered that night from Grainger's Memphis, Tennessee distribution center to aid in the recovery efforts. That Sunday, Grainger was alerted by TEMA that they needed food for residents displaced by the floods. That evening, the local Grainger sales representative procured and delivered a full pallet of 5 Minute Meals for those families. Throughout the duration of the emergency, the Grainger sales representative placed and delivered orders of goods to the disaster area for TEMA, TN Metro Water Service and TN Metro Public Works.

Grainger quickly deploys resources to assist with recovery efforts.

Hurricanes

During Hurricane Sandy, Grainger's inventory and transportation teams began preparing for the storm before it hit and moved more than $9.7 million in extra inventory to the area; they coordinated more than 200 emergency truck deliveries and expedited more than $2 million in special supplier purchases. Grainger team members were on site and working seamlessly with many customers in the aftermath of the storm, including the New York City Police Department, the Port Authority of New York,

New York's Office of Emergency Management, New York State Homeland Security and many more. They delivered generators to hospitals, emergency supplies such as flashlights, flares, pumps, gas cans, rain coats and more to emergency responders, and industrial fan blowers to help dry out the severe flooding in the Holland Tunnel—a vital link between New York and New Jersey.

Pandemic

Grainger stood front and center throughout the H1N1 pandemic to help government agencies respond to the possible outbreak of the virus. During the pandemic, Grainger prioritized first responder, first receiver and government customer orders first. California Emergency Management Agency (CAL EMA) assisted the California Department of Education to procure face masks to help stop the spread of the virus. CAL EMA had limited capacity to execute the logistics and procurement of the product in an expeditious manner. CAL EMA used Grainger to procure and ship 10 million face masks to over 50 different locations across the state of California. Grainger worked with one of its small business partners to help consolidate and ship the needed product to multiple locations within four weeks.

Terrorism

Prior to 9/11 and the World Trade Center disaster, Grainger had established key relationships with the New York and New Jersey Port Authority (NYNJ PA). This was instrumental in our ability to respond to the request for products that came to Grainger's Maspeth branch in New York within two hours of the planes hitting the World Trade Center Towers. Grainger had two tractor trailers full of prepositioned and staged products delivered to Ground Zero from our New Jersey distribution center.

The Port Authority escorted Grainger trailers to Ground Zero for deployment. Grainger supported the recovery effort by staffing, supplying and keeping Grainger's Lower Manhattan branch, less than a half mile away from Ground Zero, open 24 hours a day for two weeks. In addition, Grainger had a command center at its corporate headquarters to coordinate all supply chain efforts and work with our key suppliers to ensure the right products were delivered to the first responders.

Oil Spills

As the Deep Water Horizon disaster churned oil into the Gulf of Mexico, Grainger mounted an extensive effort to provide much needed products for the clean-up effort. The Grainger team worked closely with several customers, including BP and government agencies, to deploy the right products to various crews spread throughout the region. Three Grainger trailers were positioned from Florida to Louisiana with needed supplies. Customer Service Associates at Grainger's branch in New Orleans were dedicated to the effort and additional Grainger resources were assigned to help manage on-site product requests. The ability to leverage the extensive Customer Service Team of well-trained and experienced team members was essential to our success in helping with this clean-up effort.

Emergency Response and Recovery

In short, Grainger's emergency response and recovery platform is the best in the industry. In the event of an emergency, State of Arizona members can call (800) CALL-WWG for Grainger's 24-hour emergency services, which includes extended hours during major disasters. During and after an emergency, Grainger provides special services to our customers and their communities.

During and after an emergency, Grainger provides special services to customers and communities.

100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

Grainger's KeepStock Solutions: Key Understandings

Grainger will provide complete project management of the dispensing machines implementation including planning, transportation, installation, on-site training and replenishment services. The Customer is responsible for providing the necessary electrical and internet connections. Key understandings of this offering include:

- The KeepStock dispensing machines and lockers are owned by Grainger and placed in operation without any fees or charges for delivery, installation, rental, maintenance, software licensing or connectivity. The numbers and types of machines and lockers and the facilities in which they will be placed are subject to mutual agreement between Grainger and the Customer.
- Only Grainger product purchased before it was loaded into the equipment may be dispensed, although consumable products purchased from suppliers other than Grainger may be dispensed in mutually agreed areas of our equipment. Durable products can be stored throughout our lockers without regard to who was the seller. Other products ineligible for dispensing may include items that could damage or jam the dispensing equipment and those ineligible for dispensing due to law or regulation. Lockers may not be used for the storage of hazardous items. The Customer represents that items it selects for locker storage can be safely stored indefinitely and accepts all responsibility for any damage to the lockers or harm to the health or safety of persons or property caused by the storage of products in any Locker unless such damage or harm is caused by Grainger's negligence. The Customer is responsible for damage to the dispensing machines caused by its negligence or willful misconduct. The Customer will not permit anyone under the age of 18 to withdraw products from any machine.
- Initial stocking of dispensing machines and lockers and replenishment of the dispensing machines shall be performed only by Grainger employees. Emergency and repair access to all dispensing machines by trained Customer employees will be permitted. Lockers may be accessed by Customer employees at any time.
- The Customer will have final selection on the location within a facility of each machine or locker, provided Grainger is given continuing access for the installation, repair, replenishment and removal of machines and lockers. Grainger employees may be accompanied by the manufacturer of the machines and lockers at the time of installation or repair.
- Terms, conditions and prices for the sale of Grainger goods to be dispensed are as established by the sales documents separately entered into between Grainger and the Customer.
- Grainger will supply the agreed number of machines or lockers for an exclusive initial three year period, measured from the date of first installation, subject to mutual agreement to extend, provided that when both machines and lockers are present the expiration date of the lockers shall be the same as the expiration date for dispensing machines. Grainger will provide for Customer information an initial written schedule of agreed numbers of machines, their types (e.g., coil or carousel or locker) and the expected date of installation and continue to update that schedule whenever Grainger agrees to add more machines or lockers to create the most efficient solution for the Customer's needs.
- Customer will maintain a minimum total monthly purchase level of Grainger products, net of freight, taxes, credits and returns, of in the Grainger account to which each machine is assigned, of either $1,000 or $1,500 for each dispensing machine installed, depending on the type of dispenser (Coil or Carousel, respectively) agreed upon.), net of freight, taxes, credits and returns. Lockers will require a separate $1500 net monthly purchase level of $1500 in the assigned account per locker unit. If Customer does not maintain its minimum monthly purchase level for two consecutive monthly periods, on 30 days' notice Grainger can remove the number of dispensing or locker units necessary to bring assigned to the account so that the number of machines and lockers remaining within meet the Customer's actual monthly purchase level within the assigned account.

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Fax: 847.535.9243
www.grainger.com

- Grainger's management of the software database and the dispensing reporting that tracks product withdrawal by the Customer depends on its installation of a Web- based platform. The Customer will confirm all requested network security clearances, synchronization initiated by the machine's point of use application over a secure port, dedicated power supplies and Cat 5 connection Internet Drops at all equipment and confirm web service connection from browser (https://advantage.ecribmaster.com/GRA/WebServicePortal.asmx). Where network connectivity is provided, Customer information may be hosted for Grainger by a third party.
- Should synchronization over that secure port be requested but unavailable, Grainger will examine other options for internet connectivity needed to allow Grainger to perform data base management and reporting functions. Should no option be workable in a specific environment, Grainger will provide the software, and assist the Customer with its installation on the Customer's system, to allow the Customer to self-manage its own data base and generate its own usage reports. If the Customer wishes to consult with Grainger on data management and usage reporting, the Customer will select a Business Systems Analyst as Grainger's point of contact.
- Grainger will train a select number of Customer employees at each facility to perform such basic maintenance as repair of door jams. Grainger will be responsible for other maintenance and repair of the dispensing equipment and lockers, except where Customer has negligently caused damage, and all software maintenance shall be performed by Grainger's software licensor. "Software fixes" will be provided to the Customer free of charge where network connectivity through a secure port is not provided.
- Grainger's placement of a machine includes its grant to the Customer of a non-exclusive non-transferable license to use the dispensing related software solely in connection with the dispensing program. The license is granted on the condition that the Customer will not alter or inspect the software.
- Allowing Grainger to install its first machine or locker in a Customer facility indicates Customer acceptance of these terms as applicable, except to the extent this offer is replaced by a mutually signed agreement.

Please note:

** Eligibility for Grainger's KeepStock 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. Mutual agreement on the hours of weekly use of Grainger personnel is a condition of KeepStock OnSite implementation. Customer acceptance of licensing terms is required in regard to software-based solutions and a written service agreement is required for KeepStock Secure.*

EXHIBIT J

Did You Know…

- **85%** of MRO inventory items have an on-hand value of less than $200
- **90%** of MRO inventory items are issued fewer than **6 times/year**
- **60%** of on-hand MRO inventory levels exceed a one year supply
- **50%** of MRO inventory items are inactive - no usage for 12+ months
- Maintenance personnel will leave a stockroom without proper material or quantities **25%** of the time
- Replenishing an inventoried item usually involves:
  - **30** Steps, **5** People, **5** Hand-offs, **1** Approval

How much time and money could an inventory management program save you?

What Are Your Inventory Goals?

- ✓ I want to manage my inventory myself
- ✓ I need help managing my inventory
- ✓ I need to better manage the inventory on my trucks
- ✓ My people need 24/7 access to my inventory
- ✓ I need thorough reporting of my purchases and use
- ✓ I want to know where my inventory is and where it's going
- ✓ I want a faster, easier way to track and order inventory
- ✓ I need to cut down on paperwork
- ✓ I have to find ways to boost my employee's productivity
- ✓ I want a program that is easy to use

What Can Inventory Management Do For You?

Benefits of KeepStock

Grainger's Managed Inventory Solutions can save you…

Money

Time

Space

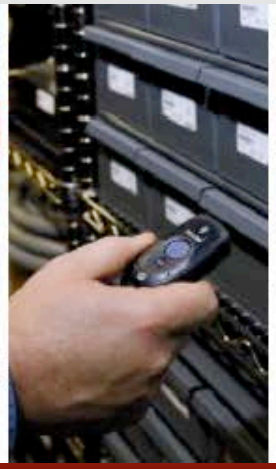
KeepStock®

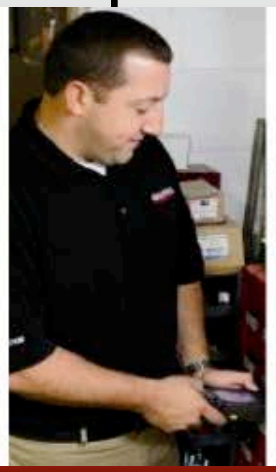
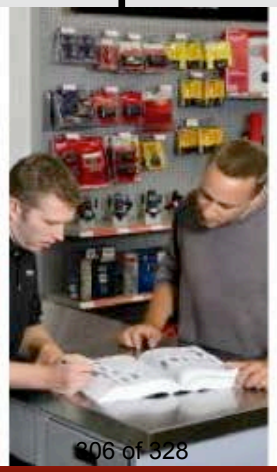
A Managed Inventory Solution

GRAINGER
FOR THE ONES WHO GET IT DONE

A portfolio of solutions to help you manage your inventory your way

- **Customer Managed (CMI)**
  - Better Organization
  - Faster Ordering
  - Moving Inventory
  - Detailed Visibility
- **Vending**
  - Controlled Consumption
- **Vendor Managed (VMI)**
  - Skilled Resource
  - Outsourced Management



When You Want to Manage It

GRAINGER
FOR THE ONES WHO GET IT DONE

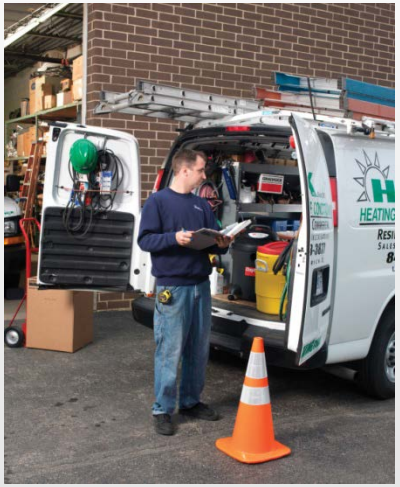
Customer Managed Inventory

Label

- Identify and organize MRO products
- Descriptive labels for easy identification
- Simplified reordering
- No new technology required

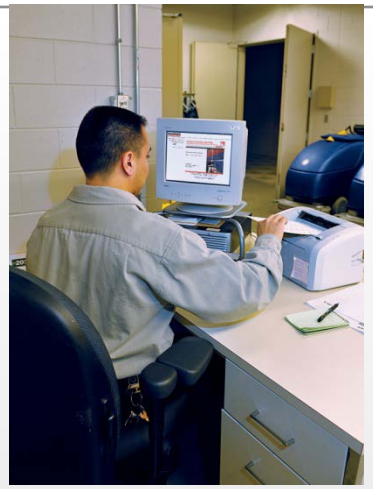
Scan

- Technology supported
- Fast, easy re-ordering
- Sot buys plus managed inventory
- Minimizes paperwork



Mobile

- Mobility for your field based technicians
- Customized product lists and catalogs
- Easy ordering from, any location



Track

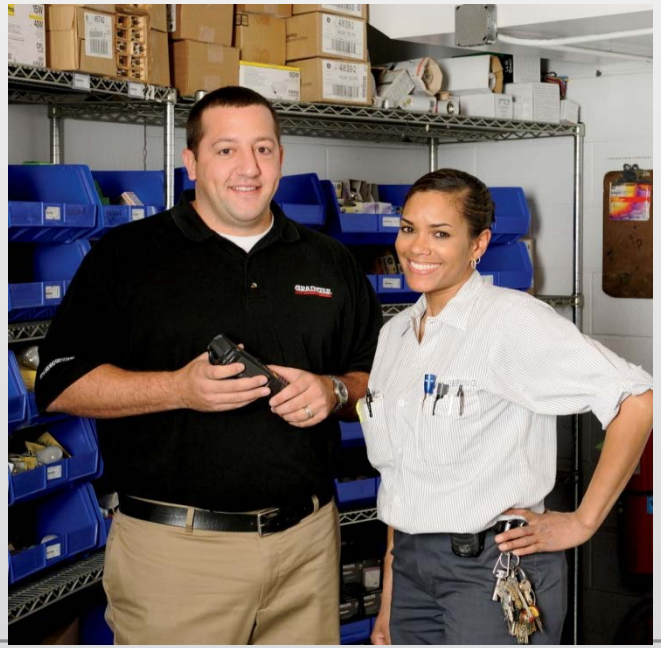
- Fast reordering
- Tracks inventory movement and consumption
- Real-time analytics and reporting
- Can track Sourced items

When You Want Us to Manage It

Grainger Managed Inventory

Onsite

- Grainger resources at your facility on predetermined schedule
- Grainger managed product put-away, counting, and order support
- Dedicated customer service for product needs before and after the purchase



Store

- Grainger branch in your facility
- Full-time Grainger staff for product identification, ordering, and customer service
- Vendor owned inventory
- Pay only for the products as your employees take them

Industrial Vending Solutions

GRAINGER
FOR THE ONES WHO GET IT DONE

When you want to control consumption

Coil
- High security
- Single-item dispensing
- Low SKU count, high usage
- 60 unique item capacity
- Small to medium item storage

Carousel
- High security
- Single-item dispensing
- High SKU count
- 560 unique item capacity
- Modular design provides check-out/check-in capability

Locker
- High-Medium security
- Consumables and durables
- Single or multi-item dispensing
- Flexible volume
- Check-in/out capability

Cabinet
- Medium security
- Single door/shelf access
- Requires little to no product repackaging
- Flexible shelf configurations accommodates items of various sizes

Drawers
- Medium security
- Controllable drawer access
- Assemble tools by use for easy access
- Various drawer configurations to accommodate items of different sizes

Measureable Savings

Areas for Improvement	Estimated Annual Savings
Reduced product usage	20% - 40% Savings
Process management costs	Up to 70%*
Inventory carrying costs	15% to 30% Savings
Inventory requirement reduction	10% to 40%
Fulfillment time (Just-in-Time)	Reduced from 7.3 days to 2 days*
Contract compliance	8% to 15% Savings

*Source:*Aberdeen Group, The Category Spend Management Report Series 2004: MRO*

Robust Reporting

GRAINGER
FOR THE ONES WHO GET IT DONE

GRAINGER — Inventory Report

Orders & Workflow | Orders | Item Admin | Inventory Management | Create Order | Inventory | Inventory Reports

Search Parameters

Program	Program Group	Description	Group	Category	Manufacturer
[Any]	[Any]		[Any]	[Any]	[Any]

value comparison adjustment in % (optional):

Program	Group	Category	On Hand	On Hand	Available Quantity	Available Quantity	Quanti Order
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Keyed Padlocks	3	3			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Hex Head Cap Screws	4.95	4.95			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Hex Head Cap Screws	15	15			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Hex Head Cap Screws	3	3			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Conduit Fittings	3	3			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Disposable Respirators	3	3			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Alkaline & Lantern	6.33	6.33			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Disinfectants and Sanitizers	38.88	38.88			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Coated Gloves	7	7			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Disposable Gloves	110.6	110.6			0
NSSM Demo Company.IL.Lake Forest.Tool Crib	[None]	Ear Muffs and Accessories	5	5			0

KeepStock secure

Reporting

PJ Manufacturing, Lake Forest, IL

1/28/2013 7:58:11 AM Page 1

Transactions

Date	Time	Cribbin	Employee	Name	Item	Description	Qty	Type	Price	Extension
1/26/2013	12:32PM	95-128-18	77771	Smith, John	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:32PM	95-128-16	77771	Smith, John	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:32PM	95-128-22	77771	Smith, John	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:32PM	95-133-18	77771	Smith, John	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
					Employee	77771	4	4 Items	4.20	4.20
1/26/2013	01:23PM	95-147-48	77775	Brown, Linda	5JK50	String Knit Glove, , Size Large,	1	ISSUE	0.32	0.32
1/26/2013	01:23PM	95-147-46	77775	Brown, Linda	5JK50	String Knit Glove, , Size Large,	1	ISSUE	0.32	0.32
1/26/2013	01:23PM	95-147-44	77775	Brown, Linda	5JK50	String Knit Glove, , Size Large,	1	ISSUE	0.32	0.32
1/26/2013	01:23PM	95-147-42	77775	Brown, Linda	5JK50	String Knit Glove, , Size Large,	1	ISSUE	0.32	0.32
1/26/2013	01:29PM	95-144-16	77775	Brown, Linda	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	01:29PM	95-144-18	77775	Brown, Linda	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	01:29PM	95-144-20	77775	Brown, Linda	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
					Employee	77775	7	7 Items	4.43	4.43
1/26/2013	12:16PM	95-128-14	77778	Johnson, Michael	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:30PM	95-129-12	77778	Johnson, Michael	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:30PM	95-128-26	77778	Johnson, Michael	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:30PM	95-128-24	77778	Johnson, Michael	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
1/26/2013	12:30PM	95-128-20	77778	Johnson, Michael	3RVT7	Glove, Nitrile, 14 Mil, 12In, Sz 10, PR	1	ISSUE	1.05	1.05
					Employee	77778	5	5 Items	5.25	5.25

6/10/2010 5:00:51PM **W.W. Grainger** Page 1

Transactions

Trans Date = 6/10/2010, Item Type = Expendable, Transaction = ISSUE, By Employee

Date	Bin	Employee	Issued To	Item	Description	Quantity	Type	Price	Extension
6/10/2010 04:22PM	129-47	E-00	TRAINING0	1A419	Plier,Locking,Curved ViseGrip,5 In,w/Wire Cutter	1	ISSUE	0.00	0.00
6/10/2010 04:22PM	129-31	E-00	TRAINING0	2VFY4	Shoe Studs,XXL,Mens 16-18 Womens 18-20	1	ISSUE	0.00	0.00
6/10/2010 04:22PM	129-07	E-00	TRAINING0	2YV18	Tape,Duct,2 In,Silver,9 Mil,Length 60 Yd	1	ISSUE	0.00	0.00
6/10/2010 04:22PM	128-07	E-00	TRAINING0	2YV18	Tape,Duct,2 In,Silver,9 Mil,Length 60 Yd	1	ISSUE	0.00	0.00
6/10/2010 04:23PM	129-39	E-00	TRAINING0	4CE54	Shoe Studs,XL,Mens 13-15 Womens 15-17	1	ISSUE	0.00	0.00
6/10/2010 04:23PM	129-48	E-00	TRAINING0	4CR39	Plier,Tongue/Groove,6 1/2 In, Straight Jaw	1	ISSUE	0.00	0.00
6/10/2010 04:23PM	129-46	E-00	TRAINING0	5LL65	Nut Driver,Hollow,5/16 In,3 In Shank,Yellow	1	ISSUE	0.00	0.00
					Department	7	7 Items		0.00
6/10/2010 04:37PM	133-01	E-00	TRAINING0	4A803	Knife,Retractable Utility,3 Blades,3 Position	1	ISSUE	4.26	4.26
6/10/2010 04:37PM	128-52	E-00	TRAINING0	4A839	Plier,Diagonal Cut,8 In,Curved Handles	1	ISSUE	6.36	6.36
6/10/2010 04:37PM	129-45	E-00	TRAINING0	4A845	Screwdriver,Slotted,1/4x4 In,Sq Shank	1	ISSUE	5.36	5.36
					Department DEPT02	3	3 Items		15.98
6/10/2010 04:54PM	129-43	E-00	TRAINING0	4A848	Screwdriver,Phillips,#2 x 4,Cushion	1	ISSUE	5.36	5.36
6/10/2010 04:54PM	129-41	E-00	TRAINING0	4A849	Screwdriver,Phillips,#1 x 3,Cushion	1	ISSUE	4.36	4.36
6/10/2010 04:54PM	129-27	E-00	TRAINING0	4CE52	Shoe Studs,MED,Mens 7-9 Womens 9-11	1	ISSUE	47.36	47.36
6/10/2010 04:54PM	129-35	E-00	TRAINING0	4CE53	Shoe Studs,LG,Mens 10-12 Womens 12-13	1	ISSUE	4.25	4.25
					Department DEPT04	4	4 Items		61.33
					Employee E-00	14	14 Items		77.31
					Grand Total	14	14 Items		77.31

GRAINGER — Inventory Transactions

Orders & Workflow | Orders | Item Admin | Inventory Management | Create Order | Inventory | Inventory Reports

Program: [Any] Filter
Type: [Any]
Part Number:
Description:
Serial Numbers:
Group: [Any]
Category: [Any]
Lot Number:
Fixed Location:
P-Card Ref:
Order#:
Reason: [Default Consumption]
Comment:
Resource: [Any]
Department/ Cost Center Number:
Purchase

Display | 20 rows per Page | Sort By Date | Descending

Results 1-20 out of 32. Pages:1 2

Type	Date	User	Program	Part Number	Description	Quantity	Quantity on hand	Uom	Order#	Lot	Location	Resource	Purchase Order Number	Reason	
Consumption	6/30/2010 10:41:00 AM	NSSM1	NSSM Demo Company.IL.Lake Forest.Tool Crib	wetertete	Hex Cap Screw 5/8-11 X 3 1/2 Pk 25	-0.08	15.64	PK			W.W.Grainger	Ben Franks		[Default Consumption]	0.09
Consumption	6/11/2010 4:33:07 PM	NSSM1	NSSM Demo Company.IL.Lake Forest.Tool Crib	SMZ92	Tape Electrical Green	-5	-11	EA			W.W.Grainger			[Default Consumption]	0.59
Consumption	6/11/2010 4:26:28 PM	NSSM1	NSSM Demo Company.IL.Lake Forest.Tool Crib	3VU44	Ax25 Cog V-Belt 27 In	-2	0	EA			W.W.Grainger			[Default Consumption]	11.02
Consumption	6/7/2010 3:18:50 PM	Test	NSSM Demo Company.IL.Lake Forest.Tool Crib	wetertete	Hex Cap Screw 5/8-11 X 3 1/2 Pk 25	-0.2	15.72	PK			W.W.Grainger			[Default Consumption]	0

Grainger's Consultative Approach

- We will work with you to understand your inventory management goals and challenges
- Based on our collaboration, we will recommend the best solution to meet your specific needs
- Next, we collect the data for the products you want managed, cross-reference as needed, and load them into our system
- We then launch your KeepStock program, assuring smooth integration with your systems and your employees
- We stay in close contact to make sure that you are getting the best value for your program

Next Steps

1. Discuss your inventory management goals and challenges with your Grainger Sales Representative
2. Your Sales Representative will conduct a preliminary review and submit the information to our Consulting group
3. A Consultant will be assigned to start the process

KeepStock®
A Managed Inventory Solution

Grainger Warranty Terms and Conditions

ALL PRODUCTS SOLD ARE WARRANTED BY SELLER ONLY TO BUYERS FOR RESALE OR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE (1) YEAR AFTER DATE OF PURCHASE FROM SELLER, UNLESS OTHERWISE STATED. DURING SUCH ONE (1) YEAR PERIOD, SELLER WILL USE REASONABLE EFFORTS TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT; PROVIDED, HOWEVER, THAT BUYER HAS RETURNED THE DEFECTIVE PRODUCT TO THE APPROPRIATE SELLER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY SELLER, SHIPPING COSTS PREPAID. ANY REPAIR OR REPLACEMENT OR, AT SELLER'S OPTION, SELLER'S REFUND OF AMOUNTS PAID BY BUYER FOR THE DEFECTIVE PRODUCT, SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER. SELLER 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. SELLER RESERVES THE RIGHT TO CORRECT PUBLISHING ERRORS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. SELLER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO SUCH LIABILITY. SELLER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY BUYER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NO WARRANTIES TO CONSUMERS. SELLER MAKES NO WARRANTIES UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

Prompt Disposition. Seller will make a good faith effort to promptly correct or otherwise make an adjustment under its warranty with respect to any Product which proves to be defective within the warranty period. Before returning any Product, write or call the Seller's branch from which the Product was purchased, giving the date and number of original invoice, and describing the defect.

Product Use. Buyer shall be responsible for complying with all applicable laws, codes and regulations, including, without limitation, ANSI, UL, NEC, FAA and CSA, regarding installation or use of Products.

Cross-referencing Information. Seller may provide cross-reference information for product comparisons or substitution. CROSS-REFERENCED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS EXACTLY COMPARABLE OR AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Buyer will review all specifications prior to purchase and use to determine suitability for Buyer's intended use. Selection of Product is the sole responsibility of Buyer.

Manufacturers' Warranties & Sales Literature. Many of the Products listed in Seller's General Catalog are warranted by the manufacturer to the final user. Upon request by Buyer, as a service for the Term of this Agreement, Seller will obtain copies of manufacturers' consumer warranties and will furnish them free of charge to Buyer. Such requests must include the Seller's stock number and the manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested. Seller may also furnish sales brochures and other literature of the manufacturer. Seller assumes no responsibility for the content or coverages contained in any manufacturer's warranty or sales literature by providing this service.

OSHA Hazardous Substance Product Information. Manufacturer's Material Safety Data Sheets (MSDS) are also available: (i) at Buyer's local Grainger branch; (ii) by accessing www.grainger.com; or (iii) by contacting Seller in writing at Grainger, Dept. B2.L41, 100 Grainger Parkway, Lake Forest, IL 60045 U.S.A. Seller makes no warranty, and expressly disclaims all liability, with respect to the accuracy or reliability of any MSDS.

Materials of Trade. Buyer represents that it is purchasing Products as its "materials of trade" as defined in the Hazardous Materials Regulations in Title 49 of the Code of Federal Regulations. It further represents that the Products shall be used in direct support of its business, which is not transportation, and that such Products shall not be resold or transported in a vehicle other than one owned by itself.

Live Report : W.W. GRAINGER, INC.

D-U-N-S® Number: 00-510-3494
Trade Names: GRAINGER
Endorsement/Billing Reference: margaret.allen@grainger.com

D&B Address

Address 100 Grainger Pkwy
Lake Forest,IL - 60045

Phone 847 535-1000

Fax 847-535-0878

Location Type Headquarters

Web www.grainger.com

Added to Portfolio: 01/19/2007

Last View Date: 05/29/2013

Endorsement : margaret.allen@grainger.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	71	Paying 14 days past due
Commercial Credit Score Percentile	85	Low to Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	73	Low to Moderate Risk of severe financial stress.
D&B Viability Rating	1 1 A A	View More Details
Bankruptcy Found	No	
D&B Rating	5A1	5A indicates 50 million and over, Credit appraisal of 1 is high

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

5
Days

Dollar-weighted average of **576** payment experiences reported from **205** Companies

Recent Derogatory Events

	Jan-14	Feb-14	Mar-14
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	2 on 2 acct

Stock Performance

GWW : **253.31** -1.30 (-0.51%)

Previous Close:	254.62
Volume:	179926.00
Daily High:	255.93
Daily Low:	253.31
52-Week High:	276.39
52-Week Low:	216.64
P/E:	22.7592
Market Cap:	17,392,771,220
EPS:	11.14
Div/Yield:	1.47

D&B Viability Rating

1	**Viability Score: 1**
1	**Portfolio Comparison: 1**
A	**Data Depth Indicator: A**
A	**Company Profile: A**

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	JAMES T RYAN, CHB-PRES-CEO
Stock Symbol	GWW
Year Started	1927
Employees	22400 (Undetermined Here)
SIC	5063 , 5084
Line of business	Distributes commercial & industrial equipment; components & supplies
NAICS	423610
History Status	CLEAR
Financial Condition	STRONG

Company News

Today: Wednesday, March 26, 2014

- **Grainger February Sales Increase 3%**
  2014-03-13T11:12:54 EST 11:12 AM-Modern
- **Grainger Reports February 2014 Sales Results**
  2014-03-13T07:15:50 EST 7:15 AM-PR Newswire
- **Veolia Recognized as Outstanding Supplier by**
  2014-03-13T06:10:21 EST 6:10 AM-Business Wire
- **ADDING MULTIMEDIA Port-A-Cool, LLC**
  2014-03-12T12:22:44 EST 12:22 PM-Benzinga
- **Walter wins Best of the Best supplier award from**
  2014-03-04T06:32:51 EST 6:32 AM-Machinery &
- **Walter Surface Technologies Wins Top Honors**
  2014-02-27T12:01:09 EST 12:01 PM-AviationPros

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	2	08/28/13
UCCs	17	12/16/13

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

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GRAINGER®
FOR THE ONES WHO GET IT DONE

EXHIBIT M

City of Tucson – NIPA Contract Implementation - DRAFT

April 8th, 2014

Agenda

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Contract Implementation

[redacted]

[redacted]

[redacted]

Value to the City of Tucson

[redacted]

Grainger Resources

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Grainger Special Services

[redacted]

Success Factors

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Implementation Process Milestones

[redacted]

Let’s Get Started!!!

[redacted]

Grainger Account Sign-Up: Contract Participation Form

EXHIBIT N

All National IPA Participating Public Agencies must (i) affiliate with National IPA and (ii) complete this on-line Grainger Contract Participation Form ("Contract Participation Form"). If your agency or organization has not yet affiliated with National IPA, please go to http://www.nationalipa.org/participate.html and fill out the requested information.

This Contract Participation Form is required by Grainger to insure that Participating Public Agencies receive all of the benefits of Master Agreement #090188 by and between the City of Tucson and Grainger ("MRO Contract"). The process is easy and can be completed in a few minutes. **Simply complete the requested information below and fax to 610-523-5592.**

The National IPA Participating Public Agency acknowledges that it may elect to participate in only one (1) Grainger catalog-wide agreement at any given time, and hereby agrees to purchase MRO equipment and supplies in accordance with the MRO Contract. The Participating Public agency further understands that this Contract Participation Form and the above referenced MRO Contract supersedes all previous declarations for the purchase of product from Grainger.

The Participating Public Agency further understands that enrollment will remain in effect during the MRO Contract term, including any Contract extensions, unless earlier terminated pursuant to the MRO Contract.

By submitting this Contract Participation Form, the Participating Public Agency is requesting that all Participating Public Agency accounts be enrolled under the MRO Contract , and upon Grainger's receipt and processing of this Contract Participation Form, Grainger will enroll all Participating Public Agency accounts under the MRO Contract.

Processing this form may take up to 4 to 7 business days.

If you have any questions about this Contract Participation Form or the MRO Contract, please contact your local Grainger Account Manager.

Does your organization have any existing Grainger Account(s)

□ Yes (Please list Grainger existing account numbers) □ No

_____, _____, _____, _____, _____, _____,

National IPA Participating Public Agency Information

Participating Public Agency Name: *

National IPA Unit ID#* **(if known)**

Applicant First Name: *

Applicant Last Name: *

Applicant Title: *

Address: *

City: *

State: *

--Choose--

Zip Code: *

Phone: *

Email Address*

I understand that participation under the MRO Contract will supersede any existing agreement(s) between my organization and Grainger.

EXHIBIT O

PROPRIETARY AND CONFIDENTIAL

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[redacted]