

Solicitation Number: 090122

CONTRACT

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

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, which may include a separate line item for freight other than standard ground shipment as described in the attached Proposal. This means that the quoted cost, with such additional freight on non-standard ground shipments, is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location. Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party has the right to inspect the other party's use of the licensed trademarks and the advertising and promotional materials used in connection with the licensed trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed. This subparagraph 3 does not apply to invoice payment disputes in jurisdictions in which contract law requires Supplier to mitigate its damages.

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

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

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits: \$1,000,000 each accident, combined single limit

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

Minimum Limits: \$2,000,000

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

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

W.W. Grainger, Inc.

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489 Bv:

Jeremy Schwartz Title: Chief Procurement Officer

	11/2/2022	3:49	ΡM	CDT	
Date:					

BV: DocuSigned by: Illison Darling 16CF38856A0F4B7...

Allison Darling Title: Sr. National Government Sales Manager Grainger US

11/8/2022 | 10:53 AM CST Date: Approved:

-DocuSigned by: Chad Coarrette ______7E42B8F817A64CC... By:

Chad Coauette Title: Executive Director/CEO

Date: _______ 3:28 PM CST

Acklands-Grainger, Inc.

DocuSigned by:

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By:	811ED1	E83E5443A
Dy.	-8TIEDI	E83E3443A.

Marty Luciw Title: Sr. Government Sales Manager

11/8/2022 | 2:30 PM CST Date:

RFP 090122 - Law Enforcement Equipment

Vendor Details

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

Submission Details

Created On:	Thursday July 14, 2022 19:44:32
Submitted On:	Wednesday August 31, 2022 14:54:08
Submitted By:	Allison Darling
Email:	allison.darling@grainger.com
Transaction #:	c895f9ad-3c90-40f5-8ec9-c5f0f657ca52
Submitter's IP Address:	167.115.150.9

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

manufacturers. Grainger offers extensive product choice and availability to police agencies throughout the US and Canada, that when combined with Grainger's sourcing capability and supply chain efficiencies, reflects expertise, experience and reliability. In serving law enforcement, we focus on knowing those products and services that assist daily operations and emergency environments and to ensure availability in any circumstance. Whether a workplace facility or an incident scene, we provide products that secure evidence, firearms or officer personal property. Hygiene and sanitary solutions are tailored for the individual officer, facility or vehicle. Discrete responsibilities such as crime and accident scene investigation are facilitated by specialized and common industrial products including portable lighting, traffic barriers and specialized rescue tools Emergency response protocols, include body trauma, drug overdose and cardiac arrhythmias and are integrated into our offer. HazMat, extreme weather and protective clothing and footwear encompassing the range of environments police officers encounter are available across varied sizes and fabrics. In any circumstance, Grainger will deliver product and services to an incident scene or facility, including and particularly emergencies, expeditiously. Grainger will deploy team members to assist in logistic support as directed by incident commanders. Grainger's offering encompasses specialized products and services associated with police department requirements and industrial supplies historically purchased by law enforcement: Duty gear; Traffic safety enforcement equipment, devices, and instruments; Crime scene management and evidence collection equipment and supplies; Tactical and EOD equipment; and, Services related to the offering of solution, including, training, installation, testing, maintenance, warranty programs, and technical support. If privileged to receive an award, Grainger will provide Sourcewell Members the category discounts aligned to Grainger's Sourcewell Facility MRO Supplies & Services Agreement so long as it remains valid. Grainger North America: W.W. Grainger, Inc. and Acklands-Grainger, Inc. Grainger's commitment to Sourcewell's Law Enforcement Members will be fulfilled by its long-term businesses, W.W. Grainger, Inc., in the US and its wholly-owned subsidiary, Acklands-Grainger. Inc., in Canada: United States: W.W. Grainger, Inc. A US distribution network of 251 branches and 14 distribution centers servicing all the US. An extensive product line, more than 1.5 million products and over \$1 billion of on-hand inventory. Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours. Proven experience in negotiating, implementing and successfully administrating complex, nationwide contracts. Canada: Acklands-Grainger, Inc.: Canada's largest MRO distributor. 34 strategically located branches and 4 distribution centers across Canada, able to serve all Sourcewell members in Canada with exceptional service and high levels of product availability. Offering more than 476,000 products across 32 product categories Most customers receive next day product delivery; most of in-stock orders are shipped within 24 hours. Proven experience in negotiating, implementing and successfully administrating complex, nationwide contracts. Grainger's objective is always being able to serve short and long term customer needs. Grainger separates itself by providing a wide range of private and public customers with highly tailored solutions of products and services. The competitive environment needed to maintain these customer relationships drives the need to innovate and remain relevant to each customer. At the forefront of Grainger North America's specialization is its National Public

		Safety Program Managers. As part of a 730-member team dedicated solely to government, education and healthcare, Grainger's Public Safety Program Managers partner with police agencies to understand the range of needs and environments across varied departments. Each Program Manager leads efforts to pursue cost-savings initiatives so operations run effectively and efficiently, to respond to emergent and ordinary needs and to exceed customer expectations. Supporting the Public Safety Program Managers and the Government Team is an enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support and ecommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team and technology driven supply chain. These enduring relationships with manufacturers gives us unparalleled access to the right products and allows us to be a single source ensuring industry-leading availability of the broadest number of products. Grainger's investments converge in our ecommerce and digital platforms. For more than 20 years, Grainger has provided public and private sector customers customized on-line websites to search and select products within catalogs uniquely assembled for them, place orders and access records and information associated with their purchases. This digital infrastructure is designed to support the compliance needs of government customers. Grainger's law enforcement ecommerce platform will continue to be tailored for today's requirements and be robust and flexible to remain relevant as law enforcement, industry, markets and technology continue to evolve.
		Grainger is a value-based company; our work supporting Sourcewell and its Law Enforcement Members is the highest of priorities. By doing the right things the right way, we benefit not just Grainger, but our customers and communities where we live and work.
11	What are your company's expectations in the event of an award?	 If fortunate to receive an award, Grainger North America will prepare a comprehensive plan, coordinate with Sourcewell and launch a rollout across the US and Canada. The effort entails a refresh of our Sales Team's knowledge of the Sourcewell-Grainger portfolio of contracts. Grainger will identify law enforcement agencies (including police, criminal investigations, tactical response, traffic enforcement and other critical law enforcement responsibilities that can benefit from Sourcewell's-Grainger's value) and incumbent Members whose continued participation is vital. Grainger North America and will communicate the unique value of the Law Enforcement Equipment offering. Our objective and expectation is to expand participation and grow revenue. Grainger North America will continue to align with Sourcewell by leveraging its marketing strategies and database of Members to quickly and effectively communicate the new benefits. Grainger North America will also work with Sourcewell's partners to further understand its footprint throughout the law enforcement sector. Our path is centered on experience in anticipating and meeting police agency challenges in emergencies and ordinary environments. The foundation of this expertise is drawn from responding to core police needs including: Health and Safety- Officer and support personnel health and safety center on maintaining availability of PPE (protective coveralls, face shields and gloves), crime scene protection and collection gear, and sanitization and cleaning solutions, at all workplaces- facilities, vehicles and public spaces. Compact personal sanitization wash and wipes and latex gloves packaged to attach to an officer's belt, can be kitted and replenished. For circumstances where contact with illicit or dangerous substances, dust masks, nitrile gloves, safety glases and cleaning wipes. Kits are available for vehicles and expanded to encompass cleaning products and small battery powered vacuum cleaners to
		incident commanders. o Product distribution, beyond precinct or warehouse, includes officer staging areas, incident scene or temporary deployments.

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		o Never out and emergency products will be staged at Grainger branches or distribution centers to ensure availability and prompt delivery.		
		• Secured Storage – Physical accommodations, safes, and lockers to secure firearms, evidence and individual officer equipment, clothing and personal items, configured for specific space or circumstances.		
		• Evidence Collection- Evidence bags and collection kits, evidence markers and storage lockers can be configured within a secured environment.		
		o Evidence integrity system products, including RFID equipment and ancillary systems for safeguarding, tracking and compliance verification.		
		• Crime Scene and Accident Investigation - Products include portable generators, lighting and measuring and recording devices. Barrier tapes and pavement markers identify closed off areas, traffic lanes and survey sites. Traffic barrels, drums, barricades, cones, and delineator posts form temporary lanes and block off limits.		
		o Forcible entry tools kitted for individual vehicles and refined for specialized		
		units. o Mobile power saws, grips and spreaders to address entry barriers or collapsed infrastructure.		
		• Medical Protocols -As police officers are frequently the first to respond, Stop the Bleed, Gunshot Wound, Opioid Overdose Rescue, Defibrillator and other medical trauma kits are readily accessible.		
		o Needlestick-resistant gloves to resist punctures from hypodermic needles and to provide resistance to cuts when handling glass, cable, and sharp blades.		
		• Emergency response HazMat and PPE- Kits containing personal protective equipment that help protect the officer and supporting personnel against biological hazards, chemicals, dirt, or liquid splash while aiding to others. Hazardous materials and biohazard response kits help protect against chemicals or biological agents that may be present in the area.		
		• Pricing – Grainger pricing does not change in any emergency, small or large. Sourcewell Law Enforcement Product costs will mirror the contract.		
		Grainger has gained extensive experience of how best to serve police departments and law enforcement agencies throughout the US and Canada. Beyond the breadth and availability of our product and service offering, is our commitment to understand and improve how we can serve police and emergency services more effectively. Grainger seeks to embed its work in a department's culture and embrace its high standards and expectations. Throughout the current contract's term, Grainger has added team members and expanded their training as to law enforcement's needs, policies and protocols. Grainger's expectation is to fulfill its commitment to maintain high standards of performance in every responsibility.		
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Grainger (GWW) is a publicly held Fortune 500 company, with shares traded on the New York Stock Exchange. Grainger 2021 sales of \$13.0 billion were up 12.4% from 2020. As of December 31, 2021, Grainger had approximately \$1.5 billion in available liquidity. A full discussion related to the financial condition of the Company is found in Grainger's 2021 Annual Report, https://invest.grainger.com/home/default.aspxr . Please see Grainger's 2021 Annual Report which contains three years of audited financial information. Additionally included Grainger's 2022 D&B Report.		
13	What is your US market share for the solutions that you are proposing?	The market sector addressing law enforcement equipment products, as an MRO subsegment, is varied and challenged by defining what products it is comprised of. We estimate Grainger's MRO US share is approximately 6%.		
14	What is your Canadian market share for the solutions that you are proposing?	The market sector addressing law enforcement equipment products, as an MRO subsegment, is varied and challenged by defining what products it is comprised of. We estimate the Grainger Canada MRO share in the Canadian market is approximately 8%.		
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Grainger North America has never filed for bankruptcy.		

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Grainger North America Team is an authorized distributor for the 1.5 million products we sell. Grainger North America has contractual relationships with over 4500 suppliers providing product. We can provide evidence of these authorizations.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Grainger North America holds licenses to operate in all 50 states, the District of Columbia and US Territories, as W.W. Grainger, Inc., as well as in Canada's 10 provinces and 3 territories, as Grainger Canada.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No, Grainger North America has not ever been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	 W.W. Grainger, Inc. Awards or recognitions over the past five years include: Industry Leadership #1 Industrial Distribution's Big Fifty List: 2021, 2020. 2019, 2018 Newsweek Americas' Most Responsible Companies: 2022 LinkedIn Top Companies in Chicago: 2021 Fortune World's Most Admired Companies: #1 in Diversified Wholesalers: 2020 (7th Consecutive Year) Savoy Most Influential Black Corporate Directors Selling Powers 50 Best Companies to Sell List: 2020 FTSE4Good Index Member Veterans Military Times' Best for Vets: 2021 People & Purpose Disability Equality Index 2021-2021, 90 percent rating: three years in a row Human Rights Companies Best Places to Work for LGBTQ Equality: six years in a row DiversityInc Top Regional Company: 2021 Human Rights Campaign Foundation's Corporate Equality Index 2022: eight years in a row Great Place to Work Certified: 2021-2022 Built in Chicago's Best Places to Work: 2022 Black Enterprise List of top Executives in Corporate Diversity: 2018-2019 Fortune's 100 Best Companies to Work For 2022 Best Places to Work for Disability Inclusion – American Association of People with Disabilities: 2017 Certified USA Best Places to Work: 2021 Sustainability & Stewardship Dow Jones Sustainability Index: 2021 Barron's Most Sustainabile Companies in the US: 2022 § & P Global Yearbook:2022 CDP B Rating: 2021 MSCI ESG Rating AAA: 2021 Investor Business Day Best ESG Companies Top 50 Information Technology Digital Commerce 360 Ranking of 11th Largest E-Retailer: 2017-2020 	
20	What percentage of your sales are to the governmental sector in the past three years	US: 2019: 19.1%, 2020: 21.0%, 2021: 19.6% Canada: 2019: 6.6%, 2020: 12.4%, 2021: 11.4%	
21	What percentage of your sales are to the education sector in the past three years	US: 2019: 5.1%, 2020: 5.0%, 2021: 5.2% Canada: 2019: 0.7%, 2020: 1.3%, 2021: 1.2%	
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	US NASPO E&I OMNIA Sourcewell '19 \$450M-\$500M \$150-\$200M \$100M-\$150M \$50M-\$100M '20 \$450M-\$500M \$150-\$200M \$100M-\$150M \$50M-\$100M '21 \$450M-\$500M \$150-\$200M \$100M-\$150M \$50M-\$100M CANADA HealthPro MPSC	
		Interimpto MPSC 2019 \$3M-\$5M \$0-\$500K 2020 \$5M-\$10M \$500K-\$1M 2021 \$7M-12M \$500K-\$1M	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Grainger North America holds GSA Schedule: 51V Super Hardware Store – GS- 06F-0007J/47QSHA18D000G. The annual sales volume for the last three years: 2019 - \$271M+ 2020 - \$278M+ 2021- \$311M+	

Table 4: References/Testimonials

Entity Name *	Contact Name *	Phone Number *
Confidential Trade Secret Information US: Nassau County Correctional Facility	Pete Capel, Director of Facilities	516-572-4135
US: Travis County, Texas	Wade Laursen, Purchasing Specialist	512.854.1185
US: Travis County, Texas Sheriff's Office	Maria Wedhorn, Financial Manager	512.854.4474
CANADA: City of Kimberley	Rob Topping, Manager of Operations	250-427-9673
CANADA: Municipalities Newfoundland and Labrador	Bradley Power, Director of Programs	709-753-6820

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

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Entity 1	Education	Ohio - OH	Managed MRO Solutions: Grainger, as an agnostic acquisition manager for the University, pursues a performance metric of 2% annual cost savings in the storeroom. The savings categories encompass cost in use, warranties, returns, and consumption reduction. Progress is regularly tracked and documented. These processes identify a gap, provide a solution and document the value. One example relates to the University's "free stock" of nuts and bolts, cable ties, other minimal value items. The incumbent vendor had a blanket PO each month for \$5K. By comparing the current pricing to that of Grainger's and eliminating non-moving items, Grainger expects to achieve a cost savings of \$30K in 2022.	2019: \$1 - \$23K 2020: \$1 - \$24K 2021: \$1 - \$14K	2019: \$620K 2020: \$570K 2021: \$590K
US Entity 2	Government	Connecticut - CT	Emergency Preparedness Support: Grainger partnered with a state agency to provide warehouse and delivery services for PPE stockpile. Grainger provided a robust reporting system that includes on-hand inventory, expiration dates and daily demand. These services provide ability to allocate necessary PPE as well as to enable stockpile visibility so the agency can be more deliberate as to budgets, eliminate waste from expired PPE and mitigate risk by having the right products and quantities on hand.	2019: \$1 - \$97K 2020: \$1 - \$77K 2021: \$1 - \$65K	2019: \$8.1M 2020: \$10.5M 2021: \$9.0M

US Entity 3	Government	Texas - TX	MRO Expertise and Provisioning – Citywide support across all departments including police, fire, EMS and other first responders, Utilities (Water and Wastewater, Energy, Transportation, Public Works), Parks, Fleet Management, and Emergency Management, and Emergency Management, and Emergency Management. Grainger is relied on for product breadth, availability and service that assist daily operations, including employee and citizen safety. Grainger support during emergency circumstances has included Mega-Shelters, MRE's, water, cleaning and sanitary products. All fire stations and special operations units use Grainger's KeepStock platform. Grainger also assists in securing certified training across all departments. Beyond meeting public safety MRO needs, departments leverage spend via significant discount opportunities and access to critical commodities needed to support first responders.	2019: \$1 - \$115K 2020: \$1 - \$188K 2021: \$1 - \$780K	2019: \$4.6M 2020: \$4.0M 2021: \$5.4M
US Entity 4	Education	North Carolina - NC	Managed MRO – Grainger onsite resources include daily ordering, Keep Performance Indicator (KPI) tracking, sourcing, recommending products/services, staffing, trouble resolution, inventory management, documenting value, lean initiative work, responding to emergent needs and maintaining reporting and compliance strictures across all university departments and facilities. A nearby Grainger branch provides product staging and further expertise in product selection. Grainger's ecommerce platform engages the University's E-PRO system.	2019:\$1 - \$19K 2020:\$1 - \$123K 2021:\$1 - \$44K	2019: \$1.3M 2020: \$1.8M 2021: \$1.7M
Canada Entity 5	Government	ON - Ontario	MRO Expertise - Grainger provides MRO expertise ranging from high touch to low touch, customized to the need of each municipal department. Some departments use Grainger's self- service offering via our eCommerce platform and Customer Managed Inventory tools, while others rely on Grainger for our KeepStock Inventory Management capabilities. Our local Onsite Services Representative provides embedded support to specific departments to assist customers with day-to-day product identification, ordering, and replenishment. Our programs are specifically designed to ensure that on-hand inventory is properly deployed, to manage process costs to a minimum, and to free the customers' teams up to focus on more pressing matters.	2019: \$1 - 15K 2020: \$1 - \$19.5K 2021: \$1 - \$19K	2019: \$200K 2020: \$300K 2021: \$350K

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Confidential Trade Secret Information With a team of over 600 sellers, North America Grainger's US Sales organization, dedicated solely to government, education and healthcare, is divided into 3 regions to provide full coverage to all States, the District of Columbia, Territories, county and local governments. Customer Coverage is provided in all time zones including 24/7 online, chat, email and phone support.
		Each region is led by a Regional Vice President and Director who implement the Sourcewell strategy and supervise marketing outreach and service to Members. Sellers are aligned and accountable to specific geographic areas and segments, such as law enforcement. District Managers, Account Managers and Sales Managers and Representatives reach deep into jurisdictions, departments and agency components to understand the requirements and challenges of each and to pursue solutions. In remote geographies, Sourcewell Members are supported by the government-specialist Inside Sales Team and the Customer Service Team to bring and deliver Sourcewell-Grainger value.
		Grainger's Canada Team of over 100 sellers reflects similar accountability and coverage across all regions of Canada. This includes Account Managers, Government Sales Managers, District Sales Managers as well as Executive Sales Leaders. For rural areas, Grainger Canada's Inside Sales Team calls upon these customers to advise of the Sourcewell value, provide advices as to product selection, assist in logistic challenges, as does the Customer Service Team.
		Government team members are trained as to details of the Sourcewell Law Enforcement Equipment Agreement, its comprehensive contacts portfolio, marketing strategy and its insight to specific customer opportunities. Through training and manufacturer presentations and literature, team members keep pace with challenges associated with those that police departments are encountering and recent product solutions. All Grainger government team members receive training annually in ethics and government sector compliance responsibilities.
		Grainger North America's commitment to Sourcewell members is exemplified by its team of National Public Safety Program Managers. These subject matter experts work with the Government Account Managers and Grainger product managers to address the unique product, service, and support needs of police departments and law enforcement agencies. Critical areas include preparedness and logistic support at small and large incidents and fulfillment of health and safety solutions for the individual officer and support personnel as well as cleaning products for the precinct and vehicle.
		The Grainger North America Sales Team is supported by a highly trained and experienced Customer Service Associates (CSAs), available in the US 24/7 and in Canada from 6:00 AM to 8:00 PM EST, and can be reached the via email, chat or toll-free number. CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including order status, pricing, product information and locating products for particular purposes.
		Grainger Branch teams, across 284 locations in US and Canada, similarly have comprehensive knowledge and experience to assist Sourcewell Law Enforcement members.
		The Grainger North America team's specialized character is driven by the need to know every customer, its culture and always being relevant in finding solutions. It recognizes the importance and urgency, particularly in serving police departments, to deliver products, services, and solutions, to anticipate challenges and pursue solutions, all in coordination with the customer. Grainger's talented and tenured sales force is the key to bringing the value of Sourcewell contract portfolio to current Members and expanding the value to other agencies. Each team member embraces this objective and will pursue it.
		This depth of Grainger North America's Government Sales Team's expertise and experience, its insight to police environments and product markets and support by Grainger's full corporate resources is profiled below:

Virginia State Police, 2017 – 2022: In 2017, Grainger commenced working with the State Police, particularly the Quartermaster, Safety, Procurement, and Training Academy components, to address a critical need for updated tactical respirators. Grainger was able to leverage its national supplier relationships to secure large quantities of product for the VSP at a competitive price point. Grainger was awarded the business and has retained it, year over year, due to consistent ability to deliver high-quality products at competitive pricing, and enduring customer service. Grainger continues to fulfill annual cartridge requirements and to replenish mask supply as needed.

City of Minneapolis, Hennepin County, Ramsey County, MN Departments of Public Safety, Spring 2020: Grainger supported multiple law enforcement agencies during the 2020 protests and civil unrest in Minneapolis. Throughout a 6-week period, Grainger branch remained opened after hours and on weekends to ensure officers and support personnel had the water, Gatorade, coolers, and essentials such as flashlights, headlamps, zip tie handcuffs, tactical footwear and other tactical equipment. Critical items were staged and delivered in substantia quantity on same day and 1-day notice and at times several times a day. Grainger expediently secured ballistic helmets, riot shields, and laser shields to assist State Patrol officers during this period. Grainger's Sourcing Team partnered with key supplier partners to secure weapon-mounted lights and other devices throughout the spring and summer.

(Ohio) County Sheriff, Fall 2021: Grainger, in collaboration with a supplier partner, assisted the Sheriff's office with evaluation, development of custom specifications, and replacement of self-contained breathing apparatus (SCBA) (gas and air masks) units for a new corrections facility. Grainger's local team, supplier partner, and the Sourcewell Member will present a September 2022 training class at the academy addressing proper operation, testing, and care of the new equipment.

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

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

27	Dealer network or other distribution methods.	Grainger North America's company-owned supply chain makes inventory available to customers on a just-in-time basis. This distribution network includes 251 branch locations and 14 distribution centers (DCs) in the US and 34 branches and 4 DCs in Canada, which includes over \$1 billion on-hand inventory. We also ship directly from our manufacturer-supplier partners. Grainger North America's branches and DCs tailor inventory to Member location demands to ensure products are available for immediate pick-up, same-day shipment, or same-day shipping. Grainger branches, and all other purchasing channels provide Sourcewell Member contract pricing. Grainger North America's analytical planning tools position and deliver products to the right place and time. Advanced algorithms determine inventory levels and the best means of delivery. Stocking levels are continuously refined as market intelligence is incorporated into the historical usage information to minimize lead times on orders for products stocked in our distribution centers. This analytical approach pervades Grainger's supply chain- knowing where product is and when it is required to be at a Member's location and the fastest means of delivery. In high demand circumstances, product can be staged at the local Grainger branch to assure just-in-time product availability.
		Most orders received by 4 PM local time at Grainger's facility will ship the same day. Customers receive most shipments the next business day through carriers including FedEx, UPS, USPS, Purolator and Canada Post. Grainger uses local delivery sources, such as messenger services or common carriers, to fulfill emergency deliveries.
		All distribution center and branch team members are directly employed by Grainger North America and do not overlap in other areas of the business.
		Please see attachment Grainger North America's Distribution Network
28	Service force.	Grainger provides a multichannel customer service platform to support Sourcewell Members: US and Canada Based Customer Service Team: The Grainger North America Customer Service team is highly trained and experienced. Customer Service Associates (CSAs) are available via email, chat or toll-free number The team has the
		US: 800-472-4643, 24 hours a day, 7 days a week, CustomerSupport@grainger.com
		Canada: 1-888-602-0000, M – F, 6:00AM – 8:00PM EST, Customerservice@grainger.ca
		Grainger's 3,000 CSAs are dedicated solely to receiving customer calls, emails and chat and providing after-sale support. Their focus is providing information, answering questions, placing orders and addressing customer concerns, including:
		 Information on order status and deliveries Backorder information Item price information based on Sourcewell contract pricing
		 Product availability Detailed product information Helping locate products for specific applications and finding products to meet
		 technical requirements Providing dedicated manufacturer and technical support resources Helping Buyers select alternate products to complete purchases Placing and managing emergency orders
		Generating product quotations and assisting with order placement Full Support Branches: Beyond wide product availability, Grainger branch teams have extensive expertise and experience. The Grainger branch will maintain customer specific inventory and other services such as kitting, staging, and cycle counting and transpired expert.
		technical support. Over 160 Technical Product Support (TPS) team members: TPS team members provide assistance on product selection, installation support and troubleshooting. Team members have in-depth, professional field experience that keeps current with new products and trends.
		Emergency Support: Grainger Emergency support is available at phone number 800- 472-4643 in the US, 24/7, 365 days a year for all critical needs. Canada Members may call their Account Manager if emergency support is needed.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	 Sourcewell Members can order in the following ways Online through Grainger.com (US) or Grainger.ca (Canada) The Grainger mobile app (available in the App Store and Google Play) eProcurement EDI, XML Toll-free phone with Customer Service Agents Email Online chat Account Management Team In-person at a Grainger Branch* KeepStock(r) Inventory Management Solutions
		eCommerce Grainger.com is an intuitive, fully configurable eCommerce solution with enhanced tools for better purchasing control that is tailored to Sourcewell Member's purchasing process. Grainger customizes Member on-line websites to search and select products within their specific catalog, place orders and to access records and information associated with their purchases:
		 Grainger's advanced functions include dynamic search and compare capabilities, expansive product information, price, product location and shipping information. Users can search and review by Image, Keywords, Description, Manufacturer/Brand, Model Number, Cross Reference Number, Relevant Categories, or Product Index. Search terms may be refined by Product Categories, "Brand" or "Price".
		 Detailed technical specifications can be accessed for each product. Contract pricing is presented with clarity; products can be saved in the shopping cart function and shared with colleagues. Approval and workflow protocols can be enabled. Users have real time online visibility to previous orders, product availability and
		 expected delivery dates. Users are also provided the status of backorder items and expected arrival dates. Expeditious checkout and payment and shipment tracking keep Member order processing time to a minimum. Grainger eCommerce platform can identify product attributes reflecting a Member's priorities and highlight these attributes with product placement and in
		product descriptions. Green/Environmentally preferred, Made in USA, and EPA Certified (such as Energy Star), are among the product attributes that can be identified. Grainger's platform can also provide search filters associated with the priority.
		*Grainger's CSAs within the branch network are available 8:00 am to 4:00 pm each day in each time zone. CSAs in the US are available 24/7 via email, toll free number or fax. Grainger Canada CSAs are available M - F, 6:00AM - 8:00PM EST.
		Grainger US Emergency support is available at phone number 800-472-4643 24/7, 365 days a year for all critical need. Grainger Canada Emergency support can be requested by contacting the Member's Account Manager.
		In order for a Sourcewell Member to have access to Grainger's awarded contract pricing, the Member must have completed the Grainger-Sourcewell account affiliation process for the specific Sourcewell contract the Member wishes to affiliate to and be recognized as an affiliated Member by Grainger. This process can be found on Sourcewell's website, www.sourcewell-mn.gov, under "Vendors and Contracts." Simply search under the awarded contract number, where you will find the "Grainger Affiliation Form" as well as the "Contract Participation Details."

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Confidential Trade Secret Information Each Customer Service Associate (CSA) uses state-of-the-art technology tools needed to address inquiries and ensure member expectations are met. CSAs use a workforce planning software so Grainger can accurately forecast volumes and handle work schedules based on historical and real-time needs. This capability allows Grainger to ensure adequate staffing levels to provide a consistent level of service throughout every interval of the day. Grainger uses phone routing logic that routes calls to the first available CSA. In emergency circumstances, calls are routed to the appropriate Grainger North American representative. Grainger has incorporated quality management principles within its operations. We use a combination of proven approaches to accomplish these objectives. We are dedicated to a culture of Continuous Improvement (CI) as the foundation of the Quality Assurance Plan. A critical part of CI is using a deliberate and iterative cycle of Plan, Do, Check and Adjust (PDCA) activities to drive quality. Grainger's Lean-based approach to CI is based on the Plan-Do-Check adjust cycle. Grainger North America's objective is to improve how we do our work: • Inventory Accuracy: measured monthly with minimum goal of 99% • Will Call Ready Rate: measured monthly with minimum goal of 95% of orders ready within 30 minutes • Product Availability: measured weekly with a goal of 97% of stocked items in stock • Percentage of calls answered within 30 seconds: Grainger's goal is 80% • Perfect Order / Order Accuracy: 98% The percent of our order lines that are not returned or sent out again as a Free of Charge. • Invoice Accuracy: Measures the percent of our orders that do not have credits/debits associated with them. Maintaining a 99.7% • Fill Rate: 93%-line fill rate • Same-day Shipping is achieved for most in-stock items within the continental US when the order is received by 4 p.m. local time at the shipping facility. Given the ongoing pandemic, global tensions, and labor and material sho
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	to our police department customers to assist in examining multiple supply sources. Grainger North America can provide full service across all states, the District of Columbia, and territories in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Grainger North America can provide full service across all provinces and territories in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Grainger North America can provide full service across all states, territories and provinces in the US and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Grainger North America can provide full service across all participating entity sectors in the US and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Grainger North America sees no contract requirements or restrictions that would apply to Members in Hawaii, Alaska, or the US Territories.

Table 7: Marketing Plan

Item Question Response *	Line Item	Question	Response *	
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Confidential Trade Secret Information Grainger North America's marketing strategy is to promote the relevancy and competitiveness of the new Sourcewell Law Enforcement Equipment contract addressing of products and services. It is driven by Grainger North America's expertise and experience associated with police services. Grainger has two goals- to ensure continuity with seamless transition for incumbent Members and to generate interest from police agencies that currently are not Members by promoting the benefits to increase participation.
		To drive awareness of the Sourcewell agreement, Grainger messaging and collateral communications will be deployed electronically through email, housed digitally through Grainger.com and Grainger.ca and made available for print. The multiple methods and channels allow Grainger to be consistent and relevant and engage current and potential new Members through their preferred communications mediums.
		Coordinated throughout with Sourcewell, Grainger North America's digitally enabled, integrated approach will amplify our marketing efforts though the following plan:
		 Targeted State, Local and University Police Departments Advocacy Campaigns: Press Release announcing new Sourcewell Law Enforcement Equipment Award Social Media platforms broadcasts Updated and revised Sourcewell Landing Page Direct Mail Catalog focused on Police Department requirements Promotion of Sourcewell at trade shows and government conferences
		Customer Member Landing Page: Upon login, the Member will be directed to the new Sourcewell custom content, including contract Member pricing. The landing page will profile the new contract's benefits and how it will assist it meeting agency mission and responsibilities.
		Member Enablement Toolkit: A toolkit that includes a marketing document providing an overview of contract benefits and relevant services and solutions will be deployed. This marketing presentation will be designed to be Member-facing.
		 These customer-facing materials will be ready for immediate distribution upon award. Sample documents can be viewed as part of our document uploads in this section. a. Sourcewell Welcome Kit – Guide to Grainger b. Sourcewell One-page Contract Benefits c. Sourcewell Contract Benefits Presentation d. Grainger Law Enforcement Equipment and Corrections Line Cards e. Grainger.com – Public Landing Page f. Member-specific Landing Page
		Media Kit: The kit contains a bundle of Grainger-branded flyers, prints and digital banner ads to leverage marketing and sales programs for Sourcewell
		Collaborate on Co-Marketing Efforts: Grainger's North America Government Sales Team is a critical facet of our marketing initiatives. We continually integrate Sourcewell opportunities through collaboration, including our recent launch of Sourcewell Short-Takes, a series of informative 4 to 8-minute videos designed to convey important concepts pertaining to Sourcewell Cooperative Contracts. We will expand this channel to include our joint offer around our police department capabilities. These videos, created by Sourcewell and Grainger, are distributed to Grainger Sales Team members via our Sourcewell Teams Page, which is accessed by the entire Grainger Government Team.
		Executive Sponsorship: Executive alignment is crucial to a successful strategy. Our National Government Sales Team conducts business reviews with Sourcewell Supplier Development Administrators and Leadership to assess performance, identify trends and adjust marketing plans. The Grainger team presents monthly reviews relating to the law enforcement segment to Grainger leadership to gain direction and additional support to drive Sourcewell initiatives. Sourcewell's portfolio is vital to delivering premium customer value that benefits customers and Grainger.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Confidential Trade Secret Information Grainger North America's technology-driven marketing parallels competitive commercial markets with social media presence across not only major platforms such as Facebook, LinkedIn, Twitter and Instagram but also more refined channels reflecting our customer and product base.
		Grainger North America online customer transactions, digital presence and over 5 million customers present considerable leverage to shape marketing effectiveness. Marketing efforts center on digital channels, including paid search, display, social media, email, and Search Engine Optimization (SEO) – with more than one billion impressions and millions of clicks per month.
		We continue to leverage traditional channels, including radio and print (ranging from our large catalog to smaller more targeted mailings). Sourcewell will be supported by an experienced marketing team that keeps pace with advances and innovation to drive relevance, competitiveness, and clarity of Sourcewell's value.
		The following technology and digital tools anticipate and provide relevant products and solutions direction to Sourcewell Members:
		 Paid Search captures customer traffic reflecting purchase intent in Google, Bing and Yahoo. Sourcewell Members are targeted with text and product listing ads. Paid search is highly scalable with over 100 billion searches placed on Google per month and large-scale automation. It is highly measurable with prompt indicia of trends as to how Member needs evolve. Search Engine Optimization (SEO) focuses on increasing visibility in non-paid search engine results. Through technical design and content, SEO improves accessibility and relevancy of Grainger.com and Grainger.ca for Sourcewell Members. Grainger North America leverages third party tools to track performance metrics including keyword ranking, traffic, and revenue to provide better Member experience. Interactive Media uses data driven technology to optimize delivery of relevant digital ads to targeted customers. Grainger North America leverages online user data to serve Members with relevant messages. Interactive Media supports multiple businesses and marketing objectives.
		In other channels such as direct mail, catalog, and tradeshows, we use statistical models to target Members with relevant offers and solutions and customer research and demographic data to engage Members.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	 Grainger North America anticipates continuing its strong relationship with Sourcewell and leveraging its expertise, reputation, credibility and insight to markets. Via collaboration, we anticipate Sourcewell promoting the contract's values as follows: Promotional Campaigns- Alignment to Grainger capabilities (e.g. supply chain expertise and efficiencies, product depth, ecommerce innovation, pervasive customer service, comprehensive programs including sustainability, safety and inventory management). Advertising and Marketing- Cobranding Sourcewell and Grainger North America opportunities Sourcewell Digital Prominence- Links between Sourcewell and Grainger North America Event and Conference Sponsors- Coordination via in person or video at trade shows and conferences and customer events Integration of Contract into Grainger North America Sales Team Initiatives
		Grainger North America will prepare and present a comprehensive implementation plan to its Sales Team structured around public safety and emergency management. Sourcewell's assistance and advice, particularly specific efforts to promote, plan, measure and reinforce the contract, will enhance the initiative. Assistance as to Member-specific execution plans focusing on key initiatives or emerging requirement will also be valued.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Grainger North America is well-positioned to provide an ecommerce platform solution to Sourcewell Law Enforcement Members. Grainger has experience with more than 100 eProcurement platforms providing end-to-end integration capability. A scoping call with the Grainger e-Business integration team can determine specific need and customization. Our experience with numerous customer platforms provides capability to drive streamlined processes to achieve cost savings through productivity enhancements and reducing direct ordering cost.	
		Electronic marketplaces: Grainger North America connects to customers through electronic marketplaces, exchanges, or enterprise purchasing software systems using universal technology standards, such as cXML and EDI. Customers can "Punch-Out" to Grainger's online catalog, create a requisition and return the shopping cart back to the marketplace for review and approval.	
		Direct connections to customers' Enterprise Resource Planning (ERP) systems: Grainger North America offers ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers seeking to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow. Grainger's supports ERP and Supply Chain/Procurement Networks include SAP, Coupa, SciQuest, GHX, Oracle and Info.	*
		Supported eProcurement Transactions: Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets: * 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 	

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Grainger North America offers extensive product training, and instruction that is summarized below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories, and deliver numerous benefits.
	Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Grainger North America will assist Sourcewell Law Enforcement Members in working with manufacturers, suppliers and third parties as to product, equipment, maintenance, safety and related training and contract administration. Provided below is Grainger's core training services. Not all programs may be available in Canada. Programs involving third parties may be subject to a fee agreement.
		Contract Training Grainger's North America National Government Sales Team, led by the Senior National Government Sales Manager for Sourcewell, will continue to provide contract and ordering training, and refresher courses, at no additional cost for Member's staff. Training will also be provided to new users throughout the contract term via virtual and video sessions. If awarded, Grainger will implement a Joint Planning Session with each Member to align on milestones and timeframes to train users on the new contract.
		Grainger Law Enforcement and Emergency Services Focused Training
		Within Grainger extensive training programs are those focusing on environments where police and emergency service officers are summoned to respond. Subject areas include:
		Bloodborne Pathogens Training The Grainger Safety Services network's training through the American Health & Safety Institute (AHSI) is an excellent program choice for bloodborne pathogens (BBP) and basic first aid skills that gives participants the confidence to respond. This awareness level course includes a review of OSHA standard 29 CFR 1910.1030 on Occupational Exposure to Bloodborne Pathogens. Confined Space Entry Training Confined space training can take on many forms. The Grainger Safety Services network offers two types of rescue training: non-entry and entry. Entry training is more complex and requires a great deal more prep and training. This involves rescue personnel who are trained, qualified and authorized to use breathing equipment such as SCBAs. The training will also include the use of ropes and methods for removing entrants by means other than a body harness. First Aid/CPR/AED Training
		The Grainger Safety Services network's combination training through the American Health &

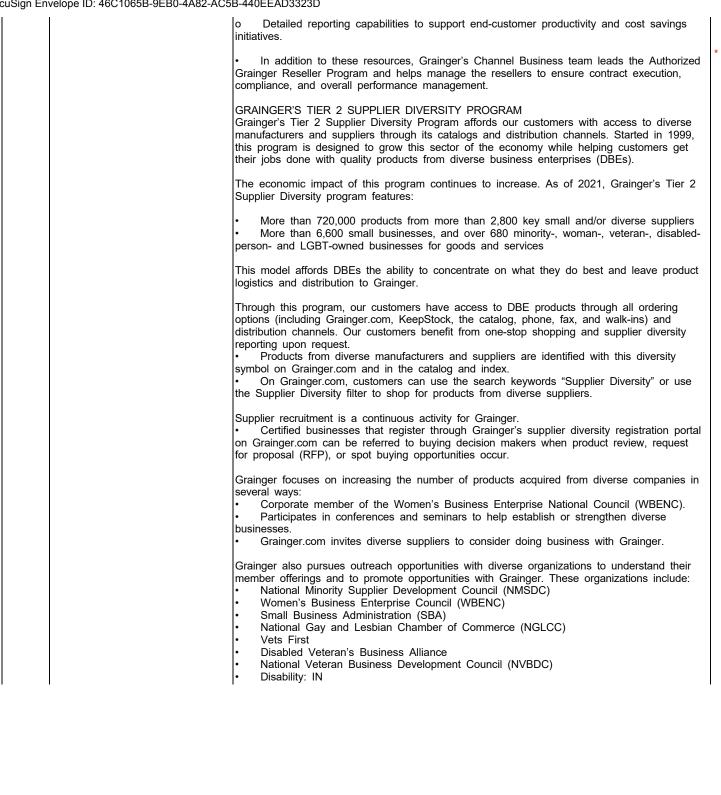
c p p E T a e a H I I I I I s s i a	afety Institute (AHSI) is a program for CPR and AED training that gives participants the onfidence to respond. A pre-class survey isolates areas of concern. All courses will rovide two-year certification. The majority of class time will be spent in hands-on skills ractice, using a 2:1 student-to- mannequin ratio. Idectrical Safety Training he Grainger Safety Services network offers electrical safety training for those qualified and ffected employees who work on or near exposed electrical parts or energized electrical quipment. Basics of lockout/tagout on industrial machines and equipment will be covered s well as safety-related work [azard Communication (HAZCOM/GHS) Training 1992, the UN Conference on the Environment and Development (UNCED) established six rogram areas to strengthen national and international efforts related to the environmentally
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la	aund management of abomicals. Among these was the "hormonization of allocation and
	ound management of chemicals. Among these was the "harmonization of classification and abeling of chemicals." The UN Committee of Experts for the Transport of Dangerous Goods
	nd the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals
	prmally adopted the GHS in December 2002 and it was most recently revised in 2011. In the U.S., the government agency that regulates MSDSs and labels is the Occupational
	afety and Health Administration (OSHA). Rather than promulgate a new regulation, OSHA hose to modify the existing Hazard Communication Standard (HCS). The Grainger Safety
S	ervices network offers comprehensive employee training surrounding Hazard Communication
	nd GHS. IAZWOPER 8/24/40-Hour Training
N	leeting the requirements of OSHA's 29 CFR 1910.120 HAZWOPER Standard, the
	Grainger Safety Services network's 40-hour courses are designed for persons performing mergency response, cleanup, transportation or other activities involving hazardous materials.
Т	hey also meet EPA requirements for work involving Superfund projects. The 24-hour course
a	atisfies the initial training requirements for workers on-site for a specific limited task or in monitoring and a characterized area where respirators are not required. Those with prior
	4- or 40-hour course certification are required to take an annual refresher (8-hour) course o meet the requirements of 29 CFR 1910.120 or 1926.65. Students are updated on recent
	SHA activities, enforcement directives, and interpretations, health and safety procedures.
E	NVIRONMENTAL, HEALTH & SAFETY
	cross Grainger's industrial base customers, training courses address Environmental, lealth & Safety Services intended to help protect people, facilities and the environment.
S	afety Services:
•	Arc Flash/Electrical Safety Services Fall Protection/Working at Elevated Heights Services
•	Fire Protection/Life Safety Services Lockout/Tagout Services
•	Machine Guarding Services
•	Material Handling/Lifting Services Safety Consultant Services
•	Turnarounds/Safety Product Services Technician Skill Training Services
E	nvironment & Health
•	AED Inspection Aerial Lift
•	Competent Person Confined Space
	Fire Extinguisher
	Forklift NFPA 70E
	Respirator
-	lealth Services:
•	Airborne Contaminants & Noise Services Ergonomics Services
	Occupational Health Services
N	Ianufacturer Technical Training- Examples include:
	Proto Tools Hand Tool Safety Seminar Dewalt Power Tools Safety Seminar
	Fire-Resistant Workwear Training
	Fall Protection Training Hearing Protection & Conservation Training
•	Gas Detection Equipment Training Arc Flash Awareness Seminar
	Fuses & Power Distribution Training
•	Spill Containment Training Climbing Pro Ladder Training
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41	Describe any technological advances that your proposed products or services offer.	Grainger North America's product team continually reviews Member requirements to secure innovative technologically advanced products and services. Examples include:
		PURELL Surface Disinfecting Wipes- GOJO Industries' portfolio of surface disinfecting products now includes durable canisters for mobile and portable applications where routine and fast disinfection of surfaces is needed. The EPA category IV toxicity rating of PURELL Surface Disinfecting Wipes, which has no harsh fumes, addresses particular applications such as vehicle transport fleets where regular disinfecting is performed.
		Fenix PD36R Rechargeable Flashlight- The newly upgraded handheld Fenix PD36R rechargeable flashlight is a high-performance LED rechargeable flashlight delivering a maximum 1600 lumens to a distance of 928ft (283m), all on a high capacity 21700 li-ion battery. The Fenix PD36R, with a 21700 li-ion battery, extends battery runtimes by twice the standard li-ion battery. The high-capacity 5000 mAh battery can be charged through the USB-C port on the flashlight Operating the PD36R is simple with the tactical tail switch for momentary on/off and ability to cycle through six lighting modes using the side switch including a 1600 lumen turbo mode. The Fenix PD36R can be carried on a belt, or MOLLE system with the two-way body clip. It is rated IP68 rated dustproof and waterproof,
		Battery Powered Tools: A significant challenge at incident scenarios is that legacy cordless tools require different battery platforms that vary with the voltage needed. A drill may get all the torque it needs from a 6 amp motor while a miter saw requires a 15 amp motor to perform well. A higher voltage platform was previously incompatible with the lower voltage system. Dewalt Tools provides a more universal platform called the Flexvolt [™] , where the battery automatically changes its voltage with each tool it is used with and enables a broader range of tools. The tool tells the battery which mode to operate in; it is completely automatic for the user.
		Catalog Search by Image (US only): Grainger's mobile app enables customers to use a visual search tool to find and purchase product from Grainger's 1.5 million products. With the tool, products can be searched and located within 3 seconds. Available on Android or Apple devices, customers can scan a bar code, enter an item number, or upload a photo to find a product and complete a purchase. Grainger search also allows customers to send a photo to Grainger's technical advisors who will assist in recommending a product. A voice search tool is also available.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Grainger North America is committed to conducting business in an environmentally responsible manner while working to reduce energy use, minimize waste, conserve water and improve air quality in our operations. To do so, we focus on the environmental challenges within the material parts of our business: our operations, products and supply chain.
		Green Initiative Focus We work to improve our environmental performance across our value chain from our suppliers through our operations and our customers. We encourage stewardship in our operations and share our lessons with others. We partner with third party sustainability organizations, such as the CDP (formerly known as the Carbon Disclosure Project), the GreenBiz Executive Network, the US Environmental Protection Agency, SmartWay® Program, UL Inc. (formally Underwriter's Laboratories, Inc.) and the US Green Building Council to help us align our environmental investments with our stakeholders' expectations.
		OPERATIONS Grainger recognizes the urgency of climate change action and supports greenhouses gas (GHG) reduction targets consistent with the net-zero climate goals of the Paris Climate Agreement. Since 2009, Grainger has disclosed to the CDP, the organization administering the global disclosure system, details on business risks and opportunities related to climate change. This initiative to reduce CHG is pursued companywide.
		Since 2011, Grainger has reduced absolute scope 1 and scope 2 emissions by 37 percent. Our target to reduce emissions further follows the medium-term goals of the Paris Climate Agreement. This approach relies in part upon increasing use of rooftop solar at Grainger facilities, investment in renewable energy credits, including wind and hydroelectric energy and improved technology and efficiency in building management systems. Specific efforts include:
		• Expanding solar footprint across key facilities- In 2021, Grainger completed rooftop installation of an additional 1.1 MW of solar panels at the NE US Distribution Center (DC).
		 More efficient Building Management Systems (BMS)- In 2021, new energy efficient building or retrofits were completed across 29 facilities, representing 40% of our North America footprint. LEED -Grainger has 7.0 million square feet of LEED certified space throughout 18 North American facilities, representing 28.8 percent of Grainger's total square feet in North American facilities.
		 America. Recycling- Recycling rates in US DCs have increased by standardizing recycling

processes and sharing best practices across our network. Teams are trained to use a colorcoded system to separate and bale materials such as cardboard, plastic wrap and metal. In 2021, our US DCs recycled 92 percent of all waste leaving the facility. Water Usage- We monitor and measure our water footprint and pursue opportunities to reduce usage, such as installing water-efficient fixtures at our largest facilities Grainger's supplier engagement program is the cornerstone of the broader effort to reduce GHG. Via quarterly calls and active feedback channels, Grainger engages the top 80 percent of suppliers by revenue to understand how to approach this effort. Details of Grainger's commitment to clean energy and sustainability are found at pages 31-38 of our 2022 Corporate Social Responsibility Report, Sustainability and Stewardship, https://invest.grainger.com/home/default.aspx. Green Products and Services Grainge North America environmentally preferrable product (EPP) portfolio helps customers maintain sustainable facilities via efficient energy management, water conservation, waste reduction and improved indoor air quality. Grainger's online filtering capability screens any product search to evaluate environmentally preferable alternatives. Grainger also maintains a growing portfolio of sustainability-related services which include site audits, payback analysis, utility rebate assistance and recycling of replaced product. Customers can easily identify EPP products on Grainger.com by our Green Leaf icon. It indicates that the select product has a UL validated certification and/or attributes. Grainger receives ongoing verification of its environmentally preferable SKU designation from UL Environment (ULE). For a product to be classified as environmentally preferable, it must maintain one or more environmentally preferable attributes or third-party certifications such as WaterSense(r), ENERGY STAR(r) or Green Seal. These verifications are provided on the individual product page. The following are examples of sustainable and environment products and services available to customers: Grainger US currently offers 100,000 green products. Grainger works with customers to identify and implement environmental conservation programs. Examples include lamp recycling programs, LED lighting conversions, using aerators on faucets to reduce water consumption, and Air Filter studies to reduce energy usage on HVAC units. Similarly, Grainger works with a customer's recycling and sustainability office to identify and implement environmental conservation programs. The initiative includes refilling stations to reduce plastic bottle waste, green product utilization, a lamp recycling program and LED lighting installment. Grainger, through a network of third-party service providers, offers a range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics). In 2021, EPP sales totaled more than \$875 million, a 23 percent increase from 2020. Program growth is driven by increased customer demand for products. Merchandising our portfolio to add green certifications and environmental information to existing products also contributed to growth and helps customers with their sustainability goals.

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43	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Grainger US EPP portfolio of approximately 100,000 products comprises one of the largest green SKU counts in the industrial distribution market. EPP products fall into two categories — those certified by independent organizations and those with green environmental attributes. Green certification indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g. EnergyStar®, DLC® Approved). Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g. ASTM standard test methods, LEED criteria, minimum percent of post-consumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations. GREEN ATTRIBUTES FOUND ON GRAINGER.COM FOR OFFERED PRODUCTS INCLUDE: Ecologo, GREENGUARD, GREENGUARD Gold, ECVP 2799 Zero Waste to Landfill Facility, Energy Star, WaterSense, Safety Choice, Green Seal, Certified Biobased, Carbonfree, Sustainable Forestry Initiative, Forest Stewardship Council, SMART Certified, DLC Quality Products Listing, DLC Premium, NEMA Premium, Energy Aware, HVI, Biodegradable Product Institute Certified, CRI Green Label, OMRI Listed, and VOC Levels Meet SCAQMD Requirements.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Grainger recognizes the importance of supplier diversity. As responsible corporate citizens, Grainger is committed to supporting the growth of diverse businesses and giving these companies opportunities. Grainger has more than 20 years of successful experience offering diverse companies' opportunities through two core programs: • Tier 1: Authorized Grainger Reseller Program GRAINGER'S TIER 1 AUTHORIZED GRAINGER RESELLER PROGRAM Program Overview: The Authorized Grainger Reseller program includes a network of more than 100 certified Diverse Business Enterprise (DBE) resellers authorized to resale Grainger MRO products. The DBE resellers have access to Grainger's full product offering and, since 2006, they have helped state, local, education, corporate and federal customers meet their diversity procurement goals. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses. The reseller program enables MRO resellers and customers greater access to products and services and provides reach to segments and contracts typically mandated or prioritized for small businesses/diverse business enterprises (DEEs). The program allows Grainger resellers is a win-win for customers looking to achieve procurement goals and ES/diversity mandates. DBE Responsibilities: DBE resellers are responsible for the procurement process, sales calls, order processing, invoicing, and troubleshooting. The DBE will engage with customers, represent itself in the marketplace, and be the first point of contact for customer service. DBEs often provide oth



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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CONFIDENTIAL TRADE SECRET INFORMATION North America Grainger's core business is a high-touch, high-service model where we provide value, including dedicated salespeople and technical support experts, to assist customers with information to identify the products they need. Sourcewell's Law Enforcement Equipment contract is a prominent illustration of how Grainger strives to distinguish itself from the competition.
		Grainger team members work to understand the mission of each police department and the individuals who carry out its responsibilities. By knowing the customer in detail, including the challenges encountered, Grainger anticipates needs and pursues how best to fulfill it. As a result, our offer addressing Law Enforcement Equipment continues to expand to meet the evolving needs of Sourcewell members.
		By embedding itself within agencies across the US and Canada, Grainger North America is able to focus on how best to assist effective emergency response:
		 An advanced supply chain infrastructure driven by agency need for breadth and depth of law enforcement related inventory and a distribution network centered on next day delivery. An investment in eCommerce and digital platforms yielding advanced product search ease, meaningful product comparison, product availability and delivery clarity, all supported by an efficient and accountable ordering process. Employees with expertise to assist with product selection and to assure availability and timely delivery whether the need is ordinary or critical. Technology experts who design and innovate information systems and digital platforms to be customer centric. Decades of experience connecting public agencies and educational institutions to the products and services supported by a strong compliance regime.
		Detailed throughout our response are the range of products and services focusing on police departments and law enforcement agencies. The extent of these items, their availability and the expeditious delivery to the customer replicates Grainger's categories addressing commercial and industrial markets. The competitive market leveraged by Sourcewell's comprehensive solicitation addressing Law Enforcement Equipment requirements assures reasonable pricing for all product and service categories.
		The foundation of the Grainger law enforcement offering commences with individual health and safety of the officer and support personnel, including PPE and HazMat gear and clothing, personal sanitization products and applicators and readily accessible cleaning solutions for facilities and vehicles. Integrated is the security of officers and the public via building infrastructure and furniture that safeguards and preserves the integrity of firearms, evidence, and personal effects via safes, and secured compartments and lockers. Technical innovation has enhanced the tools supporting crime scene and accident investigation sites via much improved mobile lighting, barriers and identification markers and entry tools. The range and refinement is most demonstrated via products assisting and protecting the officer, who often is first on-scene, with protocol kits including stop the bleed, gunshot wound, opioid overdose or defibrillators that include dust masks, nitrile gloves, safety glasses and cleaning solutions. Grainger's financial resource and logistic expertise is profiled by its ability to kit products and expeditiously delivering such to the large and small incident and to deploy team members on scene to assist.
		Grainger's commitment to Sourcewell Law Enforcement Member agencies is steadfast. Reflected by our history and performance in emergency incidents, small or large, Grainger stages product, opens its branches at any time, and dispatches products or deploys team members to assist police and emergency services at an incident scene. Grainger embraces the premise that being relied upon by police and emergency services responding to assist citizens needing help as the right thing to do.

Table 9: Warranty

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

Line Item

Question

Response *

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

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	 Grainger North America's payments terms are NET 30. Grainger North America customers typically have an open account that is invoiced for orders according to their contract. Grainger also offers Sourcewell Members the following payment options: Credit card or cash – At the time of purchase or pickup. Electronic payment (ACH/EFT) – Grainger uses the Corporate Trade Exchange-820 (CTX-820) ACH/EFT format to process electronic payments. The remittance detail included with the payment file helps Grainger reconcile (Customer)'s payment promptly and accurately. Procurement cards – Grainger accepts all types of VISA, MasterCard, Discover, and American Express cards. Check – Checks can be mailed to the "Remit To:" address on the invoice. 	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Grainger North America does not offer leasing or financing options at this time.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see Grainger's Sourcing Terms and Conditions in the Standard Transactions zip file.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Grainger North America accepts VISA, MasterCard, Discover Card and American Express cards as a means of payment. There is no additional cost to Members for this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Grainger North America's pricing model for Sourcewell Members is robust and multi-faceted, offering numerous cost savings opportunities: Category Discounts Law Enforcement Equipment Hot List Member Market Basket General Catalog Discounts Large Order and Volume Discounts CATEGORY DISCOUNTS: Our North American offer encompasses significant discounting across 21 MRO categories. These category discounts are applied to Grainger North America's Contract Reference Price (CRP). CRP is market-based. When evaluating pricing, it is important to compare "final" product prices, as a larger discount percentage offered by a competitor, who has not adopted market-based pricing, may not yield a lower final product price. As noted, differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada. For Sourcewell Members, CRP is found on Grainger.com and Grainger.ca when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 21 MRO categories. The category discounts described above are those aligned to Grainger's Sourcewell Facility MRO Supplies & Services Agreement

#121218-WWG (the MRO Contract), so long as it remains valid, through the term of this Law Enforcement Equipment agreement. Upon expiration or termination of the MRO contract, Grainger will extend the category discounts provided in any successor MRO agreement through the term of the Law Enforcement Equipment agreement. The category discounts are applicable to the separate Canada and US MRO offerings.

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

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

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

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

The Law Enforcement Equipment Hot List pricing is competitive and will be held firm for 12 months from date of award.

To keep the Law Enforcement Equipment Hot List meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product mix.

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

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

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

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		CUSTOMER SPECIFIC PRICING (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.
		Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 4 (Sourcewell's Vendor Price & Product Change Request Form, referenced in RFP #090122). These adjustments may include unforeseen significant increases in supplier's costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.
		As noted, differences between the U.S. and Canadian supplier base vary across all categories so that not all products are available in Canada.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount range in this offer represents 5% - 40% off Grainger North America's CRP resulting from 21 MRO category discounts noted above in the previous question, the general catalog discount, and the deep discounts applied to the Hot List prices.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Grainger North America's offer details line-item and category discounts in our response to question 57, which also addresses large order and volume discounts and customer specific pricing.
		Grainger will provide Sourcewell's Law Enforcement Equipment Member the category discounts and incentives aligned with and detailed in Grainger's Sourcewell Facility MRO Supplies & Services Agreement #121218-WWG (the MRO Contract), so long as it remains valid, through the term of this Law Enforcement Equipment agreement. Upon expiration or termination of the MRO contract, Grainger will extend the category discounts and incentives provided in any successor MRO agreement, which can be found at www.sourcewell-mn.org, through the term of the Law Enforcement Equipment agreement. The category discounts and incentives are applicable to the separate Canada and US MRO offerings and are defined and limited solely to the provisions of the MRO contract.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Grainger's Sourcing Team acquires Law Enforcement Equipment products not found in the Grainger General Catalog. Through this "special order" capability, Grainger provides quick access to over 6,500 suppliers and offers a total cost solution for acquiring infrequent, low demand or hard-to-locate items. Additionally, this channel offers line extensions (non-Grainger General Catalog product and related services from Grainger General Catalog and third-party suppliers and service providers) and discontinued product catalog lines.
		Quotes for "sourced" products and related services will be supplied for each such request. Pricing for sourced items is based on current market conditions and is negotiated on a per-order basis. Sourced product and related service opportunities are subject to the following terms and conditions:
		TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE
		Grainger will source products and services not available through the Grainger's General Catalog or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Member a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.
		1. SOURCED PRODUCTS
		a. Unless otherwise agreed to in writing between Grainger and Member, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Grainger and charged to Member on Member's invoice. If Member chooses to ship freight collect, shipments will be made to Member freight collect, using

carrier designated by Member. C.O.D. shipments are not permitted. Receipts for freight charges will not be furnished. Title and risk of loss pass to Member upon tender of the shipment to carrier.

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

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

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

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

2. SOURCED SERVICES

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

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

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

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

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		breach, or at the service provider's sole option, refund the amount paid by Member for the services directly attributable to the particular breach. The service provider's re-performance or refund of amounts paid by Member for the service directly attributable to the particular breach shall be Member's sole and exclusive remedy.
		e. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Member waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Member or any third party.
		f. Limitation of Liability. Grainger and Third-Party Providers expressly disclaim any liability for consequential, incidental special, exemplary or punitive damage in the performance of services. The liability of Grainger or any third-party provider performing services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of services that gives rise to any particular liability
		Please see Sourcing Terms included in the Standard Transaction Documents.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Grainger North America discloses all costs associated with the product and/or services sold to a Member prior to purchase. Elements of the total cost of acquisition not included in product and/or service pricing may vary based on the product or service procured. To this end, Grainger does not have a fixed firm list of like costs. If, however, additional charges are assessed, for example required services to train employees on how to operate a product, the additional charge and identity of the third-party performing the service will be provided to the customer prior to performance of the underlying service.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Additional freight charges and shipping fees may apply for sourced products and/or service orders as well as orders that include expedited delivery, carrier special handling, oversized product, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the US and shipping outside the contiguous US, and shipments originating in Canada and shipping outside Canada. The Member will be informed of any additional freight charges and shipping fees prior to purchase.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Grainger North America offers Sourcewell Members pre-paid freight on all standard ground shipments originating in Canada and shipped to a Canadian address. Product shipped from the Continental US to Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may be subject to additional terms, charges or fees that place the cost to ship on the Member. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling and oversized product will be paid by Member. The Member will be informed of any additional freight charges and shipping fees prior to purchase.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability: • On-hand Inventory \$1 billion and more than 1.5M products • Technology Investment and Supply Chain Expertise that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network • Product ordered by 4PM, most customers receive next day
		Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a network of 284 branches and 17

distribution centers across North America.

INVENTORY MANAGEMENT SOLUTIONS

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

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

VENDOR MANAGED INVENTORY (VMI) SOLUTIONS

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

receive notifications to manage discontinued items, access KeepStock® Web instructions and more.

User Management: Leverage User Management to add users to help you manage inventory and set varied levels of access rights.

 Program Management: Set and easily adjust your program settings. Add, adjust, delete items, and set min/max levels. Automatic reorder provides inventory level assurance and minimizes stock outs of critical items.

Order Status: Place orders, check order status and track all your orders in real time.

• Label Printing: Use the label capabilities to print barcode labels, including multiple labels at once.

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

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

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

KEEPSTOCK® ONSITE: KeepStock® Onsite is a VMI solution for larger, more complex customers who face multiple challenges managing critical MRO inventory. KeepStock® Onsite provides a dedicated, experienced resource on a daily basis plus a defined space—like a cage or crib—to support your Grainger product purchases. Key features of Grainger's Onsite solution include: • Dedicated onsite resource frees employee time to increase productivity. Desktop delivery and returns

Spot buy and sourcing of product

 Optimized inventory delivers cost reduction by helping reduce on-hand inventory levels while minimizing stockouts

• Streamlined processes reduce overall handling costs

Expanded scope to support product identification and

recommendations, requisition creation, organization, product returns and warranty replacement

• Onsite expertise recommends stocking levels, driving product standardization and compliance

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

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

CUSTOMER-MANAGED INVENTORY (CMI) SOLUTION The KeepStock® CMI customer-managed inventory solution leverages mobile and desktop technology to give customers complete control of their Grainger inventory. Grainger offers this program to any customer interested in self-managing inventory.

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

- Manage inventory across multiple devices, users, and locations
- Scan barcodes to order directly in the Grainger app

• This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product.

- Quickly edit and add items
- Adjust min/max levels and reorder points
- Manage users and approvals to control
 - Print and scan labels
- View pending orders

Access order history and purchase information to make informed inventory decisions

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

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

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

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

In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution.

Emergency Response POC: Grainger's Primary Point of Contact in

any emergency affecting a Sourcewell Member in the US is Allison Darling, Senior National Government Sales Manager who can be reached via call or text at mobile phone: 713.805.9845 or email: Allison.Darling@grainger.com and in Canada, Marty Luciw, Senior Government Sales Manager at phone number: 403.991.2727 or email: Marty.Luciw@grainger.ca
Grainger's US emergency phone number is 800-CALL-WWG. Other primary points of contact will be identified for Sourcewell member.
The local US Grainger Account Management team will engage the Sourcewell member to address the circumstance within 60 minutes to understand the challenge and to commence response. Grainger provides emergency response services, whether the incident is small or large, at any time. Upon receiving a call, the Grainger representative contacts the Corporate Crisis Management Team leadership and/or communicates with the local Branch representative to open the nearest branch location.
Grainger commits to special services to Sourcewell members. Grainger will open a branch, deploy team members to take orders, assist customers, load trucks and to distribute supplies at the incident scene. Grainger's pricing and services does not change in an emergency, large or small. Sourcewell member product costs will mirror the contract.
Please see KeepStock Inventory Management and KeepStock Vending overviews in Additional Documents.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Grainger performs monthly pricing reviews to ensure Sourcewell Members receive valid contract pricing. These reviews are automated and then confirmed accurate by team members versed in contract requirements. If inconsistencies are identified, Grainger performs an internal inquiry to track the origin of the inconsistency after which corrective action is taken to address the issue. Grainger ensures adjustments are made and the Member is informed of the issue, the corrective action taken and is credited.	
		Flowing from the monthly pricing review, is a report provided to Sourcewell that documents Grainger's audit findings. This level of scrutiny is also applied to our review of overall contract sales and calculation of administrative fees, which is documented in Grainger's Direct Sales Administrative Fee report provided to Sourcewell following the end of each quarter.	*
		Grainger's customer facing compliance initiatives include assisting customers with their regulatory and policy driven audit requirements, which include performing audits up to three years beyond the order invoice date and/or provide purchase history reporting up to three years beyond the order invoice date. These actions allow the customer or a third party to perform a review of orders submitted to Grainger to ensure the accuracy of contract pricing.	
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	 Grainger offers a range of standard reports; the key metrics customers can expect include: Tier: This workbook includes the Overall Purchase Analysis, Item Purchase History, Product Line Distribution, Purchase by Supplier, and Cost Savings Analysis reports plus a summary page. KPI: Order summary with ship-complete rating, order accuracy, order adjustments, and on-time shipping. Item Purchase History: This summary report shows items purchased by track code, sub-track code, and/or account number. Includes total sales and quantity per item. Supplier Diversity: Reports sales by historically underrepresented partners. 	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all Product Purchases, except for Product Purchases made through a Member's participation in the Grainger Authorized Reseller Program or in the Sourcewell Plus Program, where Grainger will pay Sourcewell a One Percent (1%) DSAF on Product Purchases. Qualifying purchases are those purchases made directly by an Sourcewell Member from Grainger or its Authorized Reseller pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to Sourcewell within forty-five (45) days from the end of the quarter	*

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

Line Item	Question	Response *
	are offering in your proposal.	North America Grainger's offer encompasses the entire US portfolio of 1.5 million MRO and law enforcement products and 476,000 MRO and law enforcement products in Canada's portfolio across 21 categories provided by 4,500 suppliers. It is supplemented by special order and line extension proficiency and the expertise of Grainger team members. It captures the routine to specialized MRO product or service and is continually enhanced to meet evolving Member needs.

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

Grainger's comprehensive Law Enforcement Equipment and Services offer is structured to support:

- Evidence Collection and Integrity
- Traffic Management
- Crowd Management
- Credentialing
- Critical Infrastructure Protection
- Hazardous Materials
- Detection
- Fire Response
- Incident Command
- Access Control
- Security Screening
- Power Generation
- Emergency Lighting
- Tactical Response
- First Aid
- Decontamination
- Administrative & Logistics Support
- Arrest Processing
- Sheltering
 - Waste Management & Recycling

A critical element of Grainger's strategy is deep and enduring relationships with the range of key suppliers in the Law Enforcement segment. These suppliers include: Acorn, Microflex, 3M, Dewalt, Avon Protection Systems, 5.11 Tactical, Metcraft, Power Breezer, Energizer, MSA, Bell & Gossett, Streamlight, Nephros, DuPont, Cortech, Garrett Metal Detectors, Shat-R-Shield, GH Armor, Showa, MCR Safety, Generac, Master Lock, Duracell, Honeywell, Stanley, Bosch, Flying Cross, Pelican, Scott Safety, Propper, North American Rescue, FLIR, Justrite, Kidde, Heroes Pride, Hexarmor and Bates Footwear

To provide Sourcewell Law Enforcement and other customers with an easy-to-access resource, Grainger maintains a Public Safety landing page on Grainger.com : www.grainger.com/publicsafety. A summary is provided below. Grainger's Large Event Offer for Law Enforcement, with links to the supporting line cards, is provided in the Additional Documents of this proposal.

LAW ENFORCEMENT EQUIPMENT & PRODUCTS

Grainger provides essential and every-day items, including hard-to-find supplies and replacement products necessary to help protect law enforcement officers in their work as they serve and safeguard others across the multiple environments encountered. A summary of our Law Enforcement-specific offer is provided below.

A Law Enforcement line card of items is attached.

LAW ENFORCEMENT DUTY GEAR Duty Belts & Harnesses: Securely hold multiple pieces of equipment and keep everything within easy reach. Webbed nylon harnesses can keep a heavy, wellequipped belt comfortably in place. Gun Holsters: Right, left and ambidextrous duty holsters that can fit popular handgun brands. Handcuffs & Restraints: Handcuffs and restraints in different materials, leg irons with chains and cuffs, transport hoods featuring bacteria-filtering fabric. TRAFFIC SAFETY ENFORCEMENT EQUIPMENT, DEVICES AND INSTRUMENTS Barriers for Traffic Safety, Access, & Crowd Control: Barricades and portable

safety barriers direct traffic and block access to hazards or equipment. Portable belt barriers, plastic chain barriers, and rope barriers guide pedestrians or temporarily block access to aisles, doorways, and walkways. Wall-mounted retractable barriers restrict access without taking up floor space. Gates block access to property, and turnstiles manage and count pedestrian access to buildings or events.

Batons: Impact tools in a variety of lengths and diameters and ideal for law enforcement and military personnel. Many offer an easy-to-carry expandable reach or

come with features such as rubberized grips. Rainwear: Rain suits, jackets, coats, pants, overalls, and ponchos can be worn separately or combined to get the desired coverage while working outdoors in the rain. Flame-resistant rainwear protects against water as well as flames in areas with fire hazards Rubber Boots & Waders: Rubber boots and waders are worn over socks to keep feet dry when they are in continuous contact with water or chemicals. Hazardous materials (hazmat) boots protect feet from corrosive chemicals and are often used by emergency response teams or workers in chemical processing. Winter, coldinsulated boots keep feet warm and dry in wet and freezing temperatures. Waders extend to the hip or chest to keep feet dry when working in deep water. CRIME SCENE MANAGEMENT AND EVIDENCE COLLECTION EQUIPMENT AND SUPPLIES Evidence Bags & Collection Kits: Sketching kits, evidence pouches, inmate money bags, gunshot residue collection kits, pull-tight locking seals help ensure officers have what they need to get their important work done. Evidence Markers: Bright, easy-to-see colors marked with numbers and letters to help categorize evidence. Evidence Storage Lockers: Composed of cold-rolled steel for security, with a range of compartments, both non-pass-through and pass-through doors, and keyless locking. Fingerprint Stations: Convenient portable fingerprint stations and an ink roller palm printer Thermal Imaging Cameras: Specialized cameras to expand your view beyond the visible. TACTICAL AND EOD EQUIPMENT Tactical Boots: A flexible choice for law enforcement, tactical operators, and more. Designed to handle rugged terrain while still offering breathability, these boots come in a variety of styles, colors and sizes, including both women's and men's, to match any uniform requirement. Military, Police, & Tactical Gloves: Made of durable and flexible materials; gloves with coatings and additional features (such as impact- and cut-resistance) protect against multiple hazards. Tactical Pouches: Pouches that can hold live and spent magazines, mace, lights and radios, gloves, handcuffs and more. Tactical Vests: Protective armor that can fit your security management and law enforcement needs in an array of colors, sizes and functions to help meet your mission and other personal security needs. Tactical Assault Packs: From large combat backpack to small over-the-shoulder pouch in multiple colors. Rifle Scopes: Magnifications ranging from mild magnifications of 1-2x, or stronger ones of up to 26 x. Forcible Entry Tools: Tool kits, grip forcible entry tools, hammers, battering rams, bolt cutters, break n' rake tool, tactical entry tool kit. Gas Masks & Canisters: Protect the face and filter the air where there is exposure to harmful chemicals and toxins. Flashlights, Headlamps, Lanterns, Penlights, Area Lights, Spotlights: Rugged, waterproof military and tactical flashlights, UV, LED, Xenon. Headgear with wide beams, multiple light levels, or waterproof. Rechargeable, LED, and Safety-Approved lanterns critical for those who work in dimly lit and/or hazardous environments. Easily deployable and transportable options. Weapon-Mounted Tactical Lights: WML's lightweight and compact so as not to throw off the balance of the pistol or long gun. Respiratory Protection: Provides clean air for breathing and protects against harmful fumes or airborne contaminants. Airline filtration and CO monitors remove contaminants and check gas concentration in air supplies. Disposable respirators and dust masks block out airborne particles in emergency situations and dusty work areas. Emergency escape breathing apparatus and escape hoods provide short-term protection from contaminated air so people can evacuate an unsafe area. Fit-testing equipment determines whether a respirator properly fits the user. Respirators and gas masks work with filtration cartridges to supply clean air when working in potentially hazardous environments. PAPR (powered air purifying respirator) pulls surrounding air through a filter and blows the purified air into the attached face mask Riot Shields & Gear: Law enforcement professionals can find riot shields that are specially designed for crowd control or critical assault situations. Laser Sights: Designed for use on most firearms with red beams for low light applications and green beams for long range applications and bright lighting. Night Vision Devices: Surveillance and navigation night vision goggles and monoculars with weather resistant construction and a range of magnification settings. Binoculars: Selection includes high-quality field glasses with a wide range of magnification options for a variety of applications, including military, law enforcement, border security and more. Detectors & Scanners: Designed to enhance the safety and security of your facility by allowing you to perform non-invasive body searches, check packages and locate metal in the ground or underwater. Handheld, ground search and walk-through metal detectors, calibration tools, analyzers. Hats: Available in a wide range of sizes, styles, and functionality to suit a broad range of applications, from reliable range hats to multi-purpose tactical hats. Designed with modern materials, our portfolio of hats provides comfort, breathability, resilience, and durability. Hearing Protection: Devices are worn on or in your ears to protect against hearing loss in environments with potentially hazardous noise levels such as shooting ranges. Training Weapons: Realistic training replicas of actual law enforcement equipment. Water Safety: Commonly used by emergency teams responding to water rescues and floods. Immersion survival and rescue suits block out water, protect against hypothermia, and aid flotation. Life jackets and PFDs keep people afloat in deep or unpredictable waters. Water-rescue equipment includes ring buoys for helping distressed swimmers and rescue boats for escaping sinking or capsized ships. A digital version of Grainger's Emergency Preparedness Catalog and Capabilities Guide can be accessed https://www.grainger.com/content/catalog emergency prep Services Across Law Enforcement In addition to the Assessments and Training we offer, which are detailed in Question 40 and below, Grainger's offerings of value-added support services of products or equipment encompasses Grainger's network of installers who provide turnkey and/or labor-only fixed fee installation and support services. Turnkey service offerings include materials, labor, recycling, and rebate administration. Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements. SERVICES OFFER: Grainger's comprehensive suite of services are designed to help Law Enforcement and other Public Safety Departments keep operations running, people and property safe and costs under control. Grainger can help with strategic business solutions offered through our network of qualified, insured, and licensed service providers. Our extensive list of services, which is included in our offer and attached in the "Additional Documents" section, includes (but is not limited to) featured services such as: EMERGENCY PREPAREDNESS Business Continuity Planning Workshop **Emergency Operations Plan** Homeland Security Exercise Evaluation Program (HSEEP) Exercises Incident Command System (ICS) Training Pandemic Response/Personal Protective Equipment Training ENVIRONMENTAL, HEALTH & SAFETY EH&S Program development includes the following services: 5S Design & Training Business Continuation Plan EHS Management System Program Development (ISO9001/14001/22001/45001/OSHAS18001) eLOTO Procedure Writing Software (Master Lock) Emergency Evacuation Plans Equipment Specific Procedure Development (Confined Space) Equipment Specific Procedure Development (Electrical Safety) Equipment Specific Procedure Development (Environmental Safety Hazards) Equipment Specific Procedure Development (Fall Protection) Equipment Specific Procedure Development (Lockout/Tagout) Equipment Specific Procedure Development (Medical & First Aid) Equipment Specific Procedure Development (Occupational Health Hazards) Expert Witness Hand Protection & Glove Program* Managed Footwear Program* Prescription Eyewear Solutions* Process Safety Management Speaking Engagements VPP Management Solutions Assistance Written Safety Program Assessment

EH&S Assessment, Testing & Audits includes the following:

AED Inspection Services

Arc	Flash	Analysis

- Audiometric Testing/Re-Testing
- Behavioral Health Risk Assessment
- Bio Safety Solutions
- Engineered Fall Protection (Options include 3M, FallTech, Honeywell, MSA
- Ergonomics Assessments
- Fall Protection Assessments/Audits/Equipment Inspection
- Fleet Safety Assessments
- Hearing Ear Fit Testing
- Hearing Loss Determinations (Work Related) Audiologist reviewed
- Heat Stress Assessment (Hot & Cold)
- Ladder Inspection Services
- Lifting & Rigging Site Assessments
- Lockout/Tagout Assessments
- Noise Surveys (sound survey)
- Online Respirator Medical Clearance Testing
- PPE Assessments
 - Pulmonary Function Testing
- Respirator Fit Testing
- Respirator Fit Testing (Medical Health Questionnaire) Physician Reviewed
 - Vehicle Lift Inspection Service
- Vision Screening

EH&S Online Services & Training

- Emergency Oxygen Administration Training Online Course
- First Aid/CPR/AED/BBP Training Online Course
- Incident, Inspection, and Asset Management (iCertainty)
- Inspection Management (AuditPRO)
- Learning Management System & Online EH&S Training Libraries
- Online EH&S Training Libraries (Via Customer's LMS)
- Online Healthcare Compliance System (CRx)
- Online Occupational Health Evaluations (Audio, Pulmonary, Respiratory)
- Online SDS Management System
- Red Cross Train the Trainer Blended Course (online & onsite)
- Severe/Life Threatening Bleed Training Online Course
- Specialized Online Safety Training (OSHA 10/30, NFPA 70E)

EH&S Training - Instructor-lead/Live or Virtual

- Medical Gas Maintenance Personnel Certification Training (ASSE 6040)
- More than 30 Critical Topics (Electrical, Bloodborne Pathogen, Confined Space, Fire, Falls, HAZCOMM, HAZMAT, LOTO, and more)
- Toolbox Talk Resources on Multiple Safety/EHS Critical Topics

GRAINGER SOLUTIONS

Grainger Consulting Services

In-Field Resources (Where available)

• Field Specialists (Footwear, Safety)

- eCommerce & eProcurement Solutions
- Integration to Market Place or ERP
- Landing Page or Custom Home Page
- Order Management System
- Punch Out Catalog
 Training (Onsite Webiner Materials)
- Training (Onsite-Webinar-Materials)
 Inventory Management

Inventory Management

- KeepStock Onsite Inventory Solution (VMI)
- KeepStock Secure Vending Solutionss
- Managed MRO Solution
- Benefits Management Program
- Managed Footwear Program
- Prescription Eyewear Solutions

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

Sourcing

Grainger's Sourcing Team procures law enforcement supplies and services not found in the Grainger General Catalog. The Team leverages Grainger's buying power to provide customers with a total cost solution for infrequently ordered items via quick access to over 6,500 suppliers, all on a competitively solicited and awarded cooperative contract vehicle:

Sourced products for Law Enforcement include (but are not limited to):

- Ballistic Helmets
- Less Than Lethal
- Training Weapons
- Crowd Control/Riot Suits
- EOD & Bomb Suits

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	Handcuffs & Restraints
	Weapon Storage Patches
	Tactical Footwear
	Body Scanners
	Mass Casualty Ventilators
	Gas Masks, PAPRs & other respiratory safety solutions
	Weapon-mounted lights Insident Command & Triage Solutions
	 Incident Command & Triage Solutions Emergency Food Solutions, MREs
	Shelter Solutions
	Decontamination Solutions
	Clothing, blankets, and protective gear
	Medical Surge Solutions and Evacuation
	Medical Surge Supplies
	 Incident Command & Triage Solutions Oxygen Concentration & Distribution
	Crygen Concentration & Distribution
	Custom Kitting Capabilities
	Through a combination of strategic supplier partners and Sourcing capabilities,
	Grainger North America provides Law Enforcement agencies with customized kits to
	assist with trauma, mass casualty, weather-related, or disaster responses. Kit
	examples include stop the bleed, tri-pac mass casualty trauma, maintenance clean
	up, airlight inflatable LED light tower, responder go-bags, disaster preparedness,
	personal hygiene, winter warm up and cool down, shelter to prepare for disasters and deployment supplies for first responders. Grainger can provide kitting for non-
	disaster events such as homeless support, penitentiary release and personnel
	protection (fentanyl) kits.
	Recent kit deployments include:
	Kentucky State Police 2019-2022 – Challenged with an alarming increase in opioid-
	related incidents, State Police leadership in Kentucky requested assistance where
	Grainger and a supplier partner designed a fentanyl kit based on the requirements
	established by the State Police. Several samples and product description
	summaries were provided to the State Police for review and decision. Once
	approved, the kits were deployed in every State Police vehicle. The fentanyl kit is
	regularly available and has been adopted in Indiana, Tennessee, and across local police departments.
	Municipal Government, Georgia, 2019: The local police department anticipated that
	inflatable light would be useful in multiple situations, particularly to provide lighting at
	DUI check points and other highway environments. Grainger, in collaboration with
	the police department and a supplier partner, created a kit including an inflatable
	light, small generator and support equipment. Grainger coordinated distribution to each precinct.
	Michigan State Police, 2021: MSP identified need to update tactical first aid kits.
	The legacy kit was a large, heavy, orange tackle box, difficult-to-access and
	inefficient in real trauma situations. MSP and Grainger collaborated in structuring
	a "Go Bag" suited to the agency's specific needs. The "Go Bag" consists of
	standard first aid contents and medical supplies designed for rapid deployment to
	stop the bleed in life threatening incidents. Grainger coordinated with MSP's Training Academy, MSP Leadership and the manufacturer. The solution is kiitted in
	a custom embroidered bag.
	j j
	Please see the following attachments in Additional Documents: Law Enforcement
	Equipment Line Card, Corrections Line Card, Large Event Line Card, Active Shooter Line Card, and Value Add and Fee-Based Services.
Within this PEP category there may be	
Within this RFP category there may be subcategories of solutions. List subcategory	As emergency response agencies often have the similar requirements, all product categories and subcategories are readily available to any Department and Agency.
titles that best describe your products and	sategories and outpoutogories are readily available to any Department and Agency.
services.	Law Enforcement
	Ballistic head protection systems accessories, riot shields, batons & accessories,
	bomb suits
	Binoculars, monocular and accessories
	Body camera accessories,
	Counterfeit & mail screening devices Evidence bags and collection kits, evidence markers, evidence storage lockers,
	Fingerprint stations and accessories
	Firearm cleaning kits, holsters, magazines and speed loaders, firearm oil and
	cleaning solvents
	cleaning solvents Forcible entry tools Gloves- military, police and tactical

70

Hearing protection Night vision devices, flashlights, laser sights Overdoes treatment protocols Rainwear, rubber boots & waders, rescue & extrication gloves, Respiratory protection and gas masks, gas mask canisters, Rifle scope accessories, rifle scopes, rifle stocks and slings Restraints and handcuffs Safety glasses Shooting range target accessories, shooting range targets Stop the bleed protocols Tactical boots, pouches, vests Thermal imaging cameras and accessories Traffic safety/traffic-control equipment, access and crowd control barriers Weapon cases and bags, weapon mounted tactical lights, weapon storage cabinets Corrections: Batteries and battery chargers Correctional facility furniture EMT & rescue supplies, first aid & wound care Food service cookware, appliances and equipment, disposables and dispensers, storage and transport, Laundry supplies & equipment Key control & identification, Video surveillance, security alarms and warnings, detectors, scanners & accessories, safes, Scanners An attachment detailing the breadth of Grainger's suppliers in each of the above sectors is attached. Grainger Law Enforcement Planning and Strategy Outline Flowing from North America Grainger's experience in assisting state, province, local, and federal law enforcement in responding to the range emergency events is a continuing initiative to review and prepare for the future. Below is a summary outline of our preparation guide: Large Event Preparedness and Management Prepare - Crowd control, intruder defense systems, metal detectors & o scanners, video surveillance, keyless entry, electro-magnetic locking systems, security bollards, two-way radios, and door alarms & warnings, traffic safety, barriers, remote area lighting, drone detection Products to Keep your People Cool- Cooling hats, cooling vests, hard hat cooling products, polarized safety glasses, safety banners and posters, heat stress training & reference materials, heat stress monitors, hydration packs, hydration pack accessories, portable coolers and beverage coolers, sports drinks and thirst quenchers, shade/shelters, sunscreen, ice packs, bottled water. Products to Keep a Facility Cool - Air conditioners, cooling fans and accessories, shade/shelters, garden hoses, generators, overhead door seals, ventilation, thermometers. Power Outages Prepare - Emergency lighting, exit sign and light combinations, safety signs, digital multimeters, plug in surge protection devices, safety switches, thermal imagers, circuit testers, voltage detectors, standby generators, training, identification products and tags. Respond & Recover - Generators, flashlights, extension cords and outlet strips, handheld two way radios, fuel and gas cans, patient transfer, batteries, barricade lights, electrical gloves, hand tools, lockout devices, emergency radios, wire and cable, standby generators - liquid cooled, solar chargers, electrical boxes, antistatic accessories, conduit and outlet bodies, safety signs, UPS systems. Hazardous Materials-Preparing for and Responding to a Hazmat Incident Prepare - Safety storage cabinets, type 1 safety cans, biohazard spill kits, Right-To-Know placards and signs, hazmat asbestos abatement, exhaust fans, spill skids & pallets, hazmat shelving and storage racks, biohazard waste cans, safety storage drums, safety training and reference materials, spill kits and stations, safety signs, evacuation storage and equipment, absorbent pads, safety gloves & hand protection, plain-toe PVC and rubber boots, spill control supplies, chemical neutralizers, hazard labels, gas detection, radiation detectors, disposable and chemical resistant clothing. Respond & Recover - Disposable and chemical resistant clothing, chemical spill kits, decontamination showers, sorbents, spill control stations, collapsible spill containment berms and pools, spill containment, respiratory, detector tubes & pump kits, supplied air pump packages, incident command and triage supplies, traffic

barricades, cleaning, drain cleaning equipment, spill berms, indoor air quality,

nonelectrical	properties	testina	chemical-resistant	pedestal	numps	storage	lockers
		cooung,	ononnoar rooiotaint	pouootai	pampo,	otorago	10011010
pleated air fi	Iters.						

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	CateJor\ or T\pe	Offered	Comments	
71	Law Enforcement duty gear	ଜ Yes ୦ No	The response to question 69 details Grainger's extensive offering.	*
72	Traffic safety enforcement equipment, devices, and instruments	ଜ Yes ୮ No	The response to question 69 details Grainger's extensive offering.	*
73	Crime scene management and evidence collection equipment and supplies	ଜ Yes ୦ No	The response to question 69 details Grainger's extensive offering.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	ଜ Yes ୦ No	The response to question 69 details Grainger's extensive offering.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	ଜ Yes ୦ No	The response to question 69 details Grainger's extensive offering.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Pricing.zip Wednesday August 31, 2022 09:00:59
- Financial Strength and Stability Financial Strength.zip Tuesday August 30, 2022 12:25:27
- Marketing Plan/Samples Marketing Plan_Samples.zip Tuesday August 30, 2022 12:28:44
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information Table 9_Q46 Sourcewell Grainger Warranty .pdf Tuesday August 30, 2022 12:29:39
- Standard Transaction Document Samples Standard Transaction Documents.zip Wednesday August 31, 2022 09:11:32
- Upload Additional Document Additional Documents.zip Wednesday August 31, 2022 09:14:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes @ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	M	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	ল	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	ল	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	M	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	ল	2