# PARTICIPATION AGREEMENT BETWEEN CHICAGO HOUSING AUTHORITY AND W.W. GRAINGER, INC.

This Participation Agreement ("Participation Agreement") is entered into as of April 1, 2025, or date of final signature, whichever occurs later ("Effective Date"), by and between the CHICAGO HOUSING AUTHORITY (hereinafter referred to as the "CHA" or "Customer"), an Illinois municipal corporation, with offices at 60 E. Van Buren St., Chicago, Illinois, 60605 and W.W. GRAINGER, INC., an Illinois corporation with headquarters at 100 Grainger Parkway, Lake Forest, Il 60045 (hereinafter referred to as "Contractor" or "Grainger"). CHA and Grainger shall be referred to collectively herein as the "Parties" or individually as a "Party."

#### **WITNESSETH:**

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low and very low income families in accordance with the United States Housing Act of 1937,42 U.S.C.§1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

**WHEREAS**, the CHA's Property & Asset Management department desires the services of a contractor to provide maintenance, repair, and operating supplies to keep CHA property systems and equipment in operating condition (collectively the "Maintenance, Repair, Operating Supplies and Services" or "MRO Supplies and Services"); and

WHEREAS, on or about February 7, 2024, the City of Tucson ("Tucson") issued a Request for Proposals ("RFP") for Maintenance Repair & Operations ("MRO") Supplies, Parts, Equipment & Materials, which was subsequently awarded to Grainger; and

**WHEREAS**, on or about October 2, 2024, the award from Tucson to Grainger was determined and Contract No. 240078-01 with Grainger was entered into for Maintenance Repair & Operations ("MRO") Supplies, Parts, Equipment & Materials; and

WHEREAS, Contract No. 240078-01 has a term of three (3) years that commenced once Grainger was awarded, from January 1, 2025through December 31, 2027, with an option to extend the Agreement for two (2) additional one (1) year periods (the "Master Services Agreement"); and

**WHEREAS**, the Master Services Agreement was procured pursuant to an open and competitive solicitation, and Grainger is willing to extend the prices and other applicable terms of the contract to other government agencies to purchase products and services at prices indicated in the Master Services Agreement; and

WHEREAS, the CHA desires to participate in the Master Services Agreement in reliance upon Grainger's willingness to extend the prices and other applicable terms of the contract to other government agencies, available and in effect under the Master Services Agreement (the "Reference Contract"), and said participation rights have been authorized and approved by Grainger; and

**NOW THEREFORE,** in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Grainger agree as follows:

### 1. <u>INCORPORATION OF REFERENCE CONTRACT</u>.

Except as provided herein, CHA adopts the terms and conditions of the Reference Contract, which is attached and incorporated into this Agreement as Exhibit A. Capitalized terms used, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Reference Contract. All references to Tucson, each of its employees, agents, entities, representatives, and the like in the Reference Contract shall be interpreted in this Agreement as references to CHA and its departments, officers, employees, agents, and the like. CHA shall have the same rights, remedies, and expectations of Grainger's performance under this Agreement as may apply to Tucson under the Reference Contract, unless specifically amended or modified herein. Notwithstanding anything in the Reference Contract to the contrary, in the event of a conflict between the terms of this Agreement and the terms of the Reference Contract (excepting any terms and conditions relating to price, cost, and any role or responsibility reserved specifically for the City of Tucson as the Master Service Agreement Lead Agency), the terms of this Agreement shall control as between Grainger and CHA. Unless otherwise indicated, terms set forth in this Agreement that are not present in the Reference Contract shall be deemed inserted and fully enforceable.

#### 2. SCOPE OF WORK

The Scope of Work which the CHA shall require Grainger to perform under this Participation Agreement for MRO Supplies and Services, include industrial equipment, cleaning supplies, materials such as flooring, paint, light fixtures, countertops, refrigerators, ranges, HVAC supplies, plumbing supplies, and preventative maintenance and stock inventory services to reduce repair time for emergency repairs:

- i. <u>SUPPLIES</u>. A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the CHA. The categories include but are not limited to the following:
  - a. <u>Motors and Power Transmission</u>. General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
  - b. <u>Electrical Supplies</u>. Distribution, controls, wire, cable, voice & data and supplies.
  - c. <u>Lighting</u>. Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
  - d. <u>Tools</u>. Hand, power, outdoor and automotive tools and tool storage.
  - e. <u>Measuring Tools & Test Instruments</u>. Calipers, gauges, inspection, micrometers and multimeters.
  - f. <u>Pneumatic</u>. Pneumatic tools and system components, air compressors and hydraulics.

- g. <u>Machining and Cutting Tools</u>. Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
- h. <u>Material Handling, Storage and Packaging</u>. Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
- i. Welding equipment and supplies.
- j. <u>Fasteners and Adhesives</u>. Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
- k. <u>Lubricants, Sealants and Paint</u>. Grease, oil, penetrates sealants, caulk and paint.
- 1. <u>Safety and Security Supplies</u>. Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
- m. <u>Cleaning Equipment and Supplies</u>. Chemicals, equipment, restroom, paper, waste containers, cleaning.
- n. <u>HVAC Supplies</u>. Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
- o. <u>Pumps and Plumbing</u>. Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
- p. <u>Emergency Preparedness</u>. Sandbags, first-aid supplies, disaster recovery products etc.
- q. Other Categories.
- ii. <u>SERVICES</u>. A complete and comprehensive line of value-add MRO services to support the daily maintenance, repair and operations functions of the CHA. The categories include but are not limited to the following:
  - a. Sourcing.
    - i. from non-catalog suppliers
    - ii. of line card extensions of catalog suppliers
    - iii. for custom products and/or OEM repair parts and accessories
  - b. <u>Software Punch Out</u>. The capability of your electronic ordering system to interface with an agencies inventory software system.
  - c. <u>Installation</u>, <u>Repair</u>, <u>Maintenance and Turn-Key Solutions and Services</u>. The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractor's business units, authorized manufacturer's facilities or other avenues.
  - d. <u>Inventory Solutions</u>. Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
  - e. <u>Small Business Program</u>. The ability to incorporate small business enterprises into your distribution, sales and product offerings.
  - f. Green/Sustainability Program:
    - i. Policies. Efforts and policies pertaining to green and

- sustainability.
- ii. Products. Impact on product offerings.
- iii. Distribution. Impact in distribution.
- iv. Recycling of Lamps. The ability to recycle lighting and electronic products.
- v. Lighting and Energy Audits. The ability to perform lighting and energy audits.
- vi. Certifications. The industry recognized certifications and standards obtained.
- g. <u>Training & Education</u>. The ability to provide on-site and/or online training and educational programs/seminars.
- h. <u>Customer Support Services</u>. The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- i. <u>Consulting Services</u>. Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
- j. <u>Other Services</u>. Other value-add services not included in above categories.

CHA reserves the right, as it deems necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with CHA's policies, and the laws and regulations governing HUD programs.

3. The language in Section G <u>Special Terms and Conditions</u>, Subsection G.5. <u>Term and Renewal</u> of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:

#### TERM.

The initial term of this Agreement is for the period of April 1, 2025 through October 31, 2027. CHA shall have two (2) options to renew the Agreement for the period of one (1) year (each a "Renewal Term") at CHA's sole discretion provided the term, initial or renewed, of this Agreement does not exceed the term of the Master Service Agreement.

**4.** The language in Section H <u>Insurance Requirements</u>, Subsection H.5. <u>Policy Change Notice</u> of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:

### **POLICY CHANGE NOTICE.**

Grainger will give CHA 30 days advance written notice before any of the insurance policies are changed in any manner that is inconsistent with the requirements of this Agreement. Any written notice must be sent directly to the department of Property and Asset Management (PAM).

The Vendor is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain sufficient insurance and can make no unilateral, substantial changes to its insurance coverage, without obtaining the written consent of the CHA.

CHA has exclusive authority to determine Grainger has failed to obtain or maintain sufficient insurance, and at the CHA's option, non-compliance will result in (1) all payments due to Grainger being withheld until Grainger has complied with the Agreement; or (2) Grainger will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) Grainger will be immediately removed from the premises and the Agreement will be terminated for default.

5. The language in Section I <u>Standard Terms and Conditions</u>, Subsection I.3. <u>Governing Law and Venue</u> of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:

# **GOVERNING LAW AND VENUE.**

The parties agree that the law governing this Agreement shall be that of the State of Illinois. In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of Illinois in Cook County or in the United States Northern District of Illinois.

- 6. The language in Section I <u>Standard Terms and Conditions</u>, Subsection I.35. <u>Termination of Contract</u>, (A) <u>For Convenience</u> of the Reference Contract, is hereby deleted in its entirety and replaced with the following language:
  - A. For Convenience. The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by written notice from the CHA to Grainger when the Agreement may be deemed to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective thirty (30) calendar days after the date written notice has been provided unless such other date is specified in the notice of termination. The Contractor shall continue to render the services until the effective date of termination. No costs incurred by the Contractor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Contractor on a pro-rata basis, costs incurred for Services rendered through the date of termination.
- 7. The language in the Reference Contract, is hereby supplemented to add the following language:

#### COMPENSATION.

In consideration of Grainger's performance and provision of the MRO Supplies and Services, and other related activities herein, during the initial term of this Agreement, the CHA shall pay Grainger compensation in the total not-to-exceed amount of Six Million Three Hundred Sixty-Seven Thousand Dollars and 00/100 (\$6,367,000.00) (hereinafter the "Total Compensation"). For the First Renewal Term option, if any, CHA shall pay

Grainger compensation, and increase the Total Compensation amount, in the total not-to-exceed amount of Two Million Two Hundred Fifty-One Dollars and 00/100 (\$2,251,000.00). For the Second Renewal Term option, if any, CHA shall pay Grainger compensation, and increase the Total Compensation amount, in the total not-to-exceed amount of Two Million Three Hundred Eighteen Thousand Five Hundred Dollars and 00/100 (\$2,318,500.00).

Grainger agrees not to perform and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Participation Agreement without an express written amendment authorizing said additional compensation, supplies or services. Each party acknowledges an affirmative duty to monitor its use, performance and billings to ensure that the scope of work is completed within the Total Compensation amount.

**8.** The language in the Reference Contract, is hereby supplemented to add the following language:

#### **AGENCY'S REPRESENTATIVE.**

CHA's Representative shall be Takia Hightower-Harris, Program Manager, Property and Asset Management. The Agency Representative is the primary point of contact, and the person responsible for receiving reports, providing direction and comment, and coordinating payment.

Takia Hightower-Harris | Program Manager Property and Asset Management <a href="mailto:thightower@thecha.org">thhightower@thecha.org</a> (312) 913-7842

**9.** The language of the Reference Contract, is hereby supplemented with the following language:

#### **NOTICES.**

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To CHA: Chicago Housing Authority

60 E. Van Buren Street, 12th Floor

Chicago, IL 60605

Attn: Property and Asset Management (PAM)

with a copy to: Chicago Housing Authority

60 E. Van Buren Street, 12th Floor

Chicago, IL 60605

Attn: Chief Legal Officer

To Grainger: W.W. Grainger, Inc.

100 Grainger Parkway Lake Forest, IL 60045

Attn: Thomas Andrys, Senior Account Manager

Email: thomas.andrys@grainger.com

**10.** The language of the Reference Contract, is hereby supplemented to add the following language:

### **BUSINESS DOCUMENTS AND CERTIFICATIONS.**

Grainger has provided to the CHA various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois.

11. The language of the Reference Contract, is hereby supplemented to add the following language:

# **HUD'S GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS.**

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C ("General Conditions"), are attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. Grainger agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, CHA and Grainger have caused this Agreement to be executed and entered as of the Effective Date.

### CHICAGO HOUSING AUTHORITY

By: Sheila Johnson

Sheila Johnson

Deputy Chief Procurement Officer

Approved as to Form and Legality Chicago Housing Authority Office of the General Counsel

By: Elizabeth Silas

Elizabeth Silas

Acting Chief Legal Officer

W.W. GRAINGER, INC.

By: I havas Ceralas

Print: Thomas Andrys

Title: Senior Government Account Manager

**EXHIBIT I: Reference Contract** 

EXHIBIT II: HUD General Conditions for Non-Construction Contracts (Form 5370-C)



# Contract No. 240078 - 01

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

Vendor: W.W. Grainger, Inc.

# **Table of Contents**

- Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
- 2. City's Intent to Negotiate/BAFO Request
- Vendor's Response to RFP No. 240078
- RFP No. 240078
- Insurance



1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)



Matthew Sage, NIGP-CPP, CPPB Procurement Manager (520) 837-4137 Matthew.Sage@tucsonaz.gov

August 14, 2024

Sent this day via email: Ken.White@grainger.com

Ken White National Government Sales Manager Grainger 100 Grainger Parkway Lake Forest, IL 33544-7925

RE: City of Tucson RFP No. 240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Letter of Concurrence

Dear Mr. White:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Grainger must specify such in a written response to this request.

The following contract modifications/clarifications have been accepted and agreed to by the City of Grainger:

#### 1. Best and Final Pricing:

Pricing shall be as per the attached Price Page submitted by Grainger on May 31, 2024.

### 2. City of Tucson and OMNIA Partners Negotiated Terms and Conditions:

The agreed upon Terms and Conditions for the City of Tucson and OMNIA Partners is attached to this letter.

### 3. Order of Precedence.:

The order of precedence for documents shall be delineated in the following order:

- 1) Letter of Concurrence
- 2) Negotiated Terms and Conditions, Revised August 14, 2024
- 3) Best and Final Price Page submitted by Grainger on May 31, 2024
- 4) Grainger's response to City's Intent to Negotiate/Best and Final Offer (BAFO)
- 5) City's Intent to Negotiate/BAFO Request
- 6) Grainger's response to City's Request for Proposal (RFP) No. 240078
- 7) RFP No. 240078

This Letter of Concurrence is not an intent to award a contract and does not establish a contractual relationship between the firm and the City.

255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701 | Business Services Department – Procurement (520) 791-4217 | TTY (520) 791-2639



Matthew Sage, NIGP-CPP, CPPB

Procurement Manager

Matthew Sage, NIGP-CPP, CPPB Procurement Manager (520) 837-4137 Matthew.Sage@tucsonaz.gov

Please signify your concurrence by signing this document and returning to my attention via e-mail at <a href="Matthew.Sage@tucsonaz.gov">Matthew.Sage@tucsonaz.gov</a> on or before **Thursday**, **August 15**, **2024**, **at 5:00 p.m.** local Arizona time. If you have any questions regarding this letter, please contact me via e-mail or via my direct phone at (520) 837-4137.

Concurrence by W.W. Gra	ainger, Inc.:	Concurrence by City of Tucson:			
Kan White	8/15/2024	Matthew Sage	8/16/24		
Authorized Signature	Date	Authorized Signature	Date		
Ken White		Matthew Sage			
Printed Name		Printed Name			
Sincerely,					
Matthew Sage					

Attachments: City of Tucson and OMNIA Partners Negotiated Terms and Conditions, Revised August 14, 2024, Price Page submitted by Grainger on May 31, 2024.

# CITY OF TUCSON CONTRACT

Negotiated Terms and Conditions, Revised August 14, 2024

# C. SCOPE OF WORK

#### C.1.A.7 – WARRANTY

Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects for no less than one (1) year from the date the equipment is delivered or if installation is required, installed. In all instances, the Warranty period will begin no later than thirty (30) days following delivery of equipment or as otherwise mutually agreed upon. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specified specifications. Please see Grainger's City of Tucson technical response, Section 3. Services., iii., 8th Para. for additional Grainger Warranty Terms and Conditions.

### C.1.B.3 – DEFECTIVE PRODUCT

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

## C.1.B.4 - PRICING

Market Basket product Prices and category contract discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve- month period following contract award. Where applicable, Contract pricing shall be determined by applying Offerors discounts to Offeror's Contract Reference Price ("CRP"), i.e., contract catalog list price, at time of purchase.

# G. SPECIAL TERMS AND CONDITIONS

### G.2 – FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Member. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

# G.3 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications". Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# **G.4 – PRICE ADJUSTMENT**

At least 60 (sixty) days before the end of the Contract first year and every subsequent Contract anniversary, Contractor may submit to the Contract Officer a request for price adjustments to Contractor's Market Basket offering. Based on documented increased Contractor costs, and the City may, at its discretion, make price adjustments, which will take effect on the Contract anniversary date and shall apply during the course of the subsequent Contract year. extension term. If Contract price adjustments are not approved, Contractor may, at its sole discretion, remove product from its Contract Market Basket offering.

# I. STANDARD TERMS AND CONDITIONS

### 1.20 - INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

### 1.30 - FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contractspecific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results

to City. The audit must be performed by a qualified, independent accounting firm or equally as qualified Contractor internal audit resources and include Contractor's responses, if any, to any audit findings.

- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City once Contractor is afforded a reasonable amount of time to validate City audit findings. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

# **OMNIA PARTNERS AGREEMENT**

# PPA ATTACHMENT F - EXHIBIT A

# SUBSECTION 1.4., AWARD BASIS., 2<sup>ND</sup> PARAGRAPH

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed expiration or termination of the Master Agreement . Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, provided the purchase order was accepted by the Supplier prior to expiration or termination of the Master Agreement.

# SUBSECTION 1.5., OBJECTIVES OF COOPERATIVE PROGRAM

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;

# SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.1., CORPORATE COMMITTMENT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategyies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market" strategies to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and...

# SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.2, PRICING COMMITMENT

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent Participating Agency pricing, discounts and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

# SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.3., SALES COMMITMENT

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., A.i., MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., C., MARKETING AND SALES

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., E.ii., MARKETING AND SALES

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

ii. Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., J. MARKETING AND SALES

State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sale.

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., L., MARKETING AND SALES

Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

- \$ .00 in year one
- \$ .00 in year two
- \$ .00 in year three

Supplier does not guarantee minimum Contract Sales, but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers.

# SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., M., MARKETING AND SALES

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

# PPA ATTACHMENT F - EXHIBIT C

# MASTER INTERGOVERNMENTAL COOP PURCHASING AGREEMENT, EXAMPLE; EXHIBIT C, SUBSECTION 8

The Procuring Party shall now use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

# PPA ATTACHMENT F - EXHIBIT F

# **EXHIBIT F., TO WHOM IT MAY CONCERN**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement. This form should be completed and returned.

# **EXHIBIT F., SIGNATURE BLOCK**

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# EXHIBIT F., SIGNATURE BLOCK FOLLOWING SUBSECTION 10. CLEAN WATER STATE REVOLVING FUNDS

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# FTA TERMS AND CONDITIONS.PDF., PAGE 55-57/63

Certifications. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.



City's Intent to Negotiate/BAFO Request



# LETTER OF INTENT TO NEGOTIATE

May 22, 2024

Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales
Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

RE: City of Tucson RFP #240078; Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Intent to Negotiate

#### Dear Mr. White:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

- 1. The City accepts the following terms and conditions from your Proposal / Letter of Clarification and Exception:
  - a. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.3 Defective Product.
  - b. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.4 Pricing.
  - c. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.3, Federal Transit Administration (FTA) Requirements.
  - d. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.4, Price Adjustment.
- 2. At this time, the City requests additional clarification and justification on the following exceptions, at this time, the City has not accepted the following:
  - a. Request for Proposal, Section C., Scope of Work, Subsection C.1.A.7. Warranty.
  - b. Request for Proposal, Section G., Scope of Work, Subsection G.2., FOB Destination Freight Prepaid.
  - c. Request for Proposal, Section I, Special Terms and Conditions, Subsection I.20., Indemnification.
  - d. Request for Proposal, Section I., Special Terms and Conditions, Subsection I.30.E., Financial Records and Audits.
- 3. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F = Exhibit A = Response for National Cooperative Contract.
- 4. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F \_ Exhibit B \_ Administration Agreement, Example
- 5. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F \_



# LETTER OF INTENT TO NEGOTIATE

- Exhibit C Master Intergovernmental Coop Purchasing Agreement, Example
- The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F Exhibit F – Federal Funds Certifications
- 7. The City requests a Best and Final response to the Pricing. Please complete the attached Price Page.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Matthew.Sage@tucsonaz.gov onor before May 31<sup>,</sup> 2024, at 4:00 p.m. Please contact me via e-mail or at (520) 837-4081 with questions regarding the items above.

Sincerely,

Matthew Sage, NIGP-CPP, CPPB

Matthew Sage

Procurement Manager

**Business Services Department** 

Cc: Omnia Partners

Attachments: Three (3)
Grainger Exceptions
Exceptions Matrix

Best and Final Price Proposal



3. Vendor's Response to RFP 240078



City of Tucson

**Maintenance Repair & Operations** (MRO) Supplies, Parts, Equipment & Materials

**REQUEST FOR PROPOSAL #240078** 

SUBMITTED BY:

Ken White National Government Sales Manager W.W. Grainger, Inc. Ken.White@grainger.com 720-988-7669

March 28, 2024

Supplies and Solutions for Every Industry®



The City of Tucson (MRO) Supplies, Parts, Equipment, & Materials



# 240078

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

Due Date: Thursday, March 28, 2024

City of Tucson 255 W Alameda St Tucson, AZ 85701

Procurement portal <a href="https://secure.procurenow.com/portal/tucson-az">https://secure.procurenow.com/portal/tucson-az</a>

Public Portal <a href="https://secure.procurenow.com/portal/tucson-az/projects/62080">https://secure.procurenow.com/portal/tucson-az/projects/62080</a>

PUBLISH DATE: February 7, 2024

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

Page 2 of 45

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# Attachments:

A - OFFER AND ACCEPTANCE RFP

E - RFP 240078\_Attachment E\_OMNIA\_Final

**G-FTA TERMS AND CONDITIONS** 

H - 240078, Attachment H, Price Page

**REQUEST FOR PROPOSAL NO. 240078** 

Page 3 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# A. NOTICE

# A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266

Passcode: S5V3ke

Or call in (audio only) +1 213-293-2303,,535442474# United States, Los Angeles

Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage

(520) 837-4081

matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

**REQUEST FOR PROPOSAL NO. 240078** 

Page **4** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

#### B. INTRODUCTION

# **B.1.** Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

# **B.2.** Contact Information

# **Matthew Sage**

**Procurement Manager** 

Email: matthew.sage@tucsonaz.gov

Phone: (520) 837-4081

**Department: Business Services** 

### **B.3.** Timeline

### **REQUEST FOR PROPOSAL NO. 240078**

Page **5** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

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Release Project Date	February 7, 2024		
Pre-Proposal Meeting (Mandatory)	February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting ODc2OWYzYmQtZGlyNi0 OYWY2LTljMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d		
Question Submission Deadline	March 7, 2024, 4:00pm		
Proposal Submission Deadline	March 28, 2024, 2:00pm		

Page 6 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# C. SCOPE OF WORK

# C.1. General Requirements

### A. GENERAL REQUIREMENTS

- 1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:
  - a. Have a strong national presence in the MRO supply industry.
  - b. Have a distribution model capable of delivering products nationwide.
  - c. Have a demonstrated sales presence.
  - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- 2. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
- 3. EQUIPMENT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
- 4. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES: The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- 5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
- 6. CATALOGS: Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
- 7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

### **B. PRODUCT REQUIREMENTS:**

- 1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
  - a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
  - b. Electrical Supplies Distribution, controls, wire, cable, voice & data and supplies.
  - c. Lighting Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
  - d. **Tools** Hand, power, outdoor and automotive tools and tool storage.
  - e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
  - f. **Pneumatic** Pneumatic tools and system components, air compressors and hydraulics.
  - g. **Machining and Cutting Tools** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
  - h. **Material Handling, Storage and Packaging** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
  - i. **Welding** Welding equipment and supplies.
  - j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
  - k. Lubricants, Sealants and Paint Grease, oil, penetrates sealants, caulk and paint.
  - I. **Safety and Security Supplies** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
  - m. Cleaning Equipment and Supplies Chemicals, equipment, restroom, paper, waste containers, cleaning.
  - n. **HVAC Supplies** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
  - o. **Pumps and Plumbing** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
  - p. **Emergency Preparedness** Sandbags, first-aid supplies, disaster recovery products etc.
  - q. Other Categories
- 2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

Page **8** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

- 3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- 4. PRICING: Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
- 5. SALES PROMOTIONS: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
- 6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.
- C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

# 1. Sourcing:

- a. from non-catalog suppliers,
- b. of line card extensions of catalog suppliers,
- c. for custom products, and
- d. or OEM repair parts and accessories.
- 2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
- 3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
- 4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
- 5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
- 6. Green/Sustainability Program:

Page 9 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

- a. Policies: Efforts and policies pertaining to green and sustainability.
- b. Products: Impact on product offerings.
- c. Distribution: Impact in distribution.
- d. Recycling of Lamps: The ability to recycle lighting and electronic products.
- e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
- f. Certifications: The industry recognized certifications and standards obtained.
- 7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
- 8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
- 9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
- 10. Other Services: Other value-add services not included in above categories.

# C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

Page **10** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (ATTACHMENT E).

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately \$4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Page 11 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# D. INSTRUCTIONS TO OFFERORS

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

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

**Contract:** The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

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

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

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

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

**Offer:**Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

**Successful Offeror**: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

**Will:** The indicated party is promising to take the action or abide by the condition.

### D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

### D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

Page **12** of **45** 

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

# D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <a href="https://procurement.opengov.com/portalucson-az">https://procurement.opengov.com/portalucson-az</a> and follow the City of Tucson will receive email notifications of solicitation addenda.

## D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations — including the expense and difficulty of fulfilling those obligations — that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

### D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

Page **13** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

# D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

# D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

# D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

# D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

# D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

CITY OF TUCSON **BUSINESS SERVICES DEPARTMENT** SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** Page **14** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

# D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

# D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disgualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

Page **15** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

# **D.15. DISCUSSIONS**

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

# D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at <a href="https://procurement.opengov.com/portalucson-az">https://procurement.opengov.com/portalucson-az</a>.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at <a href="mailto:license@tucsonaz.gov">license@tucsonaz.gov</a>

Page **16** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# E. OFFER EVALUATION AND CONTRACT AWARD

# E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

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

#### E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

# E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

# **E.4. OTHER INFORMATION**

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

# E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

# E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

**REQUEST FOR PROPOSAL NO. 240078** 

Page 17 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# **E.7. CONTRACT NEGOTIATIONS**

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

#### E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

# E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

# **E.10. SUBMITTAL RESULTS**

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <a href="https://procurement.opengov.com/portalucson-az/contracts">https://procurement.opengov.com/portalucson-az/contracts</a>

# **E.11. PROTESTS**

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number:
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

CITY OF TUCSON **BUSINESS SERVICES DEPARTMENT** SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

Page **18** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

E. The form of relief requested.





# Contents: Evaluation Criteria

Execu	tive Summary	3
1. Met	hod of Approach	6
a.	Method of Approach	6
1.	Product	6
2.	Services	15
3.	Ordering & Invoices	34
4.	Other/Value Add	40
2. Pric	e Proposal	43
A.	Price Proposal	43
3. Qua	alifications & Experience	47
A.	Qualifications and Experience	47
1.	Company History	47
2.	3-Year Annual Sales	47
3.	Experience and National Presence	47
4.	Total Number & Locations of Salespersons	48
5.	Number & Location of Support Centers	49
6.	Team Member Qualifications	49
7.	Key Personnel	50
8.	Experience & References	50
9.	Additional Information	51
Anner	ndiv	54

#### CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc.("Grainger"). Sections redacted are Confidential and Proprietary, Trade Secret protected. The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Members without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and following notice to the City of Tucson / OMNIA Partners, Grainger reserves the right to revise proposal prices.





# **Executive Summary**

March 28, 2024

Mr. Matthew Sage Procurement Manager City of Tucson Business Services Department Shared Services Procurement Division 255 W, Alameda, 6th Floor Tucson, AZ 85701

Re: Response of W.W. Grainger, Inc. to Request for Proposal 240078, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Dear Mr. Sage:

On behalf of W.W. Grainger, Inc.'s (Grainger), we value the opportunity to provide our response to Request for Proposal (RFP) 240078 addressing Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment and Materials. Over the past thirteen years, we have been privileged to partner with the City of Tucson, OMNIA Partners, and OMNIA Members in helping keep citizens and employees safe and facilities well-maintained.

#### Global Overview

Founded in 1927, Grainger is North America's largest MRO distributor. We are a leading broad line distributor of Maintenance, Repair, and Operating products and services determined to Keep the World Working® through innovative technology solutions and deep customer relationships.

In 2023, our go-to-market models allow us to serve the varying needs of our diverse customer base as we generated \$16.5B in total company revenue. We achieved this by serving more than 4.5M active customers, with more than 26K team members, over 30M products offered globally, and with 34 total distribution centers in our entire network.

Grainger's Work with the City of Tucson and OMNIA Partners

continuing trend is

growth in local government participation. Of particular note, the City of Fort Worth and the Denver Housing Authority are Members who joined City of Tucson OMNIA Partners during the agreement's term.

Grainger leverages its deep Government knowledge to curate offers that represent the most critical products, services, and data analytics to anticipate the needs of your agencies. From the planned preventive maintenance programs within Public Works, to the unexpected consequences of natural disasters, Grainger's technical expertise, product breath, and supply chain resiliency will support your comprehensive needs.

Grainger is also prepared to support the business continuity and integrity of the City's infrastructure, data, and procurement processes. Our investments in ethics and compliance training, cybersecurity, and contract life-cycle management make Grainger the best choice to meet the evolving business challenges facing MRO acquisition.





# Global Scale with Localized Support

In North America, we have nearly 2M available products that we bring to market with approximately 4K sales representatives that we couple with digital solutions, to drive deep customer relationships. We offer both digital and physical channels to service customers based on a wide range of preferences.

- Digital Channels: Our Grainger.com website is the 11<sup>th</sup> largest eRetail site in North America
  and offers curated product information and search. We also offer integrated software for
  customers with a more complex procurement processes. And when inventory management is a
  need, we offer our full suite of solutions that include, Customer Managed Inventory (CMI),
  Vendor Managed Inventory (VMI), Vending Machines, On-Site Branches/Stores, and
  Consignment.
- Physical Channels: For those customers who need to call or stop by and talk with a product
  expert, we offer Phone and Branch/Store service channels. Our team members offer strong
  technical knowledge across a wide range of product categories and are always ready to serve
  MRO customers in need.

Our industry leading fulfillment capabilities across North America, further set up apart from the competition and can be thought of in two ways:

- Direct-To-Customer: 14 distribution centers and our KeepStock Inventory Management solutions bring products to our customers.
- Physical Pickup: we offer 250 branches/stores when customers need same day will call service; each branch/store is outfitted with thousands of items, curated to meet local market needs and serve as hundreds of mini distribution centers to further serve customers.

When customers are looking for a partner that reliably delivers during their time of need, they often choose Grainger. Whether it is a large, complex customer like the Federal Government, in need of a multi-channel, end-to-end MRO partner, or relatively smaller, less complex customer like a local fire department looking for a one-stop, online platform, Grainger earns the repeat trust of customers for two key reasons:

- Our reputation for best- in- class customer experience: we have what MRO customers
  need, we make it easy to find, we get it to customers fast and accurately, and we make it easy
  to receive, pay, and if necessary, return or exchange.
- Our reputation for offering tangible value: we aim to know our customer's business, simplify
  the procurement and purchasing process, deliver and document tangible cost savings, and help
  customers reduce tying up cash and space in on-hand inventory.

#### Pricing and Incentives

We are confident that Grainger's pricing and incentive offer for the City of Tucson/OMINIA Partners is not only broad and competitive, but also is value-added and innovative. It covers all MRO categories nationwide and offers a variety of options to suit Member needs. Our offer includes extensive availability of exact match market basket items, functional alternatives, and Grainger's full catalog including services, all at competitive prices. Members can also benefit from an incentive program that drives contract adoption and financial benefit across their entire organization.







Grainger's pricing and incentive offer to all other contract Members is comprehensive as well. Our offer features market leading value to include competitive pricing, an expanded category discount program, and an incentive program for City of Tucson/OMNIA Partner members. We believe this differentiated investment towards all OMNIA partners coupled with the unique and additional incentives for the City of Tucson will provide the most meaningful solution to optimize our growth together.

We have crafted our offer with the aim of retaining existing Members and attracting new ones. Our offer features competitive pricing, an expanded category discount program, and an innovative incentive program for City of Tucson/OMNIA Partners.

Grainger's aim is always to promote a balance of fairness on both sides and to provide the most valuable contract to the participating members and to drive unparalleled value. If there are other means we may provide incentives to the City of Tucson in addition to those presented, we are committed to further discussions.

\*\*\*

Our work supporting the City of Tucson and OMNIA Partners is the highest of priorities. Grainger will continue to serve to understand the mission and challenges of each City of Tucson Departments and Agencies and replicate that commitment across all OMNIA Members.

Thank you for considering our proposal.

Respectfully,

Ken White

Ken White National Government Sales Manager W.W. Grainger, Inc. Ken.White@grainger.com 720.988.7669

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Grainger has a long and proud history of supporting OMNIA Partners, the lead agency of the City of Tucson and all its corresponding contract members to keep people safe and facilities well maintained. We are honored and privileged to continue to support these values. These numbers illustrate our commitment.

\*\*\*







# 1. Method of Approach

# a. Method of Approach

- 1. Provide A Response to The National Program
- a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Grainger has completed a response to Attachment F, Exhibit A

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

Grainger has reviewed Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Proposed exceptions have been provided.

c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

Grainger has completed Attachment F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.

Please see Section 3 Services for new participating public agency affiliation guidance.

#### 1. PRODUCT

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

Grainger's strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Our customers see us as a single solution with more than 1.6 million commercial off-the-shelf (COTS) products and services across more than 32 categories. We are authorized by more than 4,500 large and small businesses in the US to distribute their products.





The Table below presents Grainger's categories and the number of SKUs responding to those categories referenced in the RFP Scope of Work, Product Requirements at RFP, page 7. Additional categories are also provided. This presentation is based on Grainger's category hierarchy and subcategory description. Note that some Grainger categories overlap with those enumerated in the RFP.

Over 1	And the second s	JESTED CAT available from Gr	TEGORIES rainger's general of	atalog
<b>6</b>	MOTORS & POWER TRANSMISSION 30,841	ELECTRICAL SUPPLIES 107,668	ш	LIGHTING 25,892
TOOLS 115,972		MEASURING TOOLS & TEST INSTRUMENTS 19,790	PNEUMATIC 52,851	* Alaba
MACHINING & CUTTING TOOLS 286,959	MATERIAL HANDLING, STORAGE & PACKAGING 73,878	5	WELDING 19,916	FASTENERS & ADHESIVES 63,783
LUBRICANTS, SEALANTS & PAINT 55,673		SAFETY & SECURITY SUPPLIES 220,591		CLEANING EQUIPMENT & SUPPLIES 21,098
HVAC SUPPLIES 47,358	PUMPS & PLUMBING 94,572		EMERGENCY PREPAREDNESS 557	46

OTHER PRODUCT CATEGORIES					
SOURCING 16,000 Suppliers 32 MRO Categories 5,000,000	FLEET & VEHICLE MAINTENANCE 26,150	HARDWARE 44,547		OFFICE SUPPLIES 80,119	
REFERENCE & LEARNING SUPPLIES 122	LAB SUPPLIES 123,114	OUTDOOR EQUIPMENT 9,392	ELECTRONICS & APPLIANCES 8,592	HOSPITALITY & FOOD SERVICE 32,864	

ii. Identification and description of subcategories Based on Grainger's category hierarchy and subcategory description, presented in the chart below are subcategories for each required category listed in the RFP. Note that the key subcategories listed are representative and not inclusive of the





# entire available subcategories.

iii. Identification and description of manufacturers within each sub-category Grainger has over 5,000 manufacturers and suppliers, noted below across our categories,

	REQUESTED Products							
The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the b  Category Key Sub-Categories					depth of our current off nufacturers			
6	Motors & Power Transmission 25 Subcategories - 81 Manufacturers	- General - Definite Purpose - HVAC Motors - Gear Motors - Bearings	reral - V-Belts & Accessories - Sheaves & Pulleys - Shaft Couplings, Collars & Universal Joints ar Motors - Power Transmission Relts		- V-Belts & Accessories - Sheaves & Pulleys - Shaft Couplings, Collars & Universal Joints - Power Transmission Belts - Contitech, Inc Dayton - SKF - TB Woods		- Titan - WEG - Trane - Baldor Electric - Marathon Motors	
<b>1</b>	Electrical Supplies  35 Subcategories  - 240 Mtr. / Suppliers	- Distribution - Controls - Wire - Cable - Voice & Data Supplies	- Switches - Starters & Contactors - Fuses, Relays, Plugs, & Receptacles - Wire Management & Connectors - Extension Cords & Outlet Strips	- Buyers Products - Bussman - Hubbell - Power First - Panduit	- Square D - GE - Schneider - Southwire - Raco			
m	Lighting  17 Subcategories  - 108 Manufacturers	- Lamps - Ballasts - Fixtures - Task Lighting - Flashlights & Batteries	- Lighting Controls & Control Systems - Bulb & Lamp Recycling - Emergency Lighting & Exit Signs - Indoor LED Light Fixtures - Job Site Lighting	- Current powered by GE - Philips - Streamlight - Lithonia Lighting - Advance	- Lutron - Southwire - Procell - Maxlite - Energizer			
	Tools 50 Subcategories - 286 Manufacturers	- Hand Tools - Power Tools - Outdoor Tools - Automotive Tools - Tool Storage	- Hammers & Striking Tools - Plumbing Tools - Demolition Tools & Equipment - Finishing Tools - Electrical Tools	- Proto - Westward - Milwaukee - Channellock - Rigid	- DeWALT - Greenlee - Makita - Porter Cable - ECHO			
	Measuring Tools & Test Instruments 28 Subcategories ~ 150 Manufacturers	- Calipers - Gauges - Inspection - Micrometers - Multimeters	Pressure & Vacuum Measuring     Electrical Power Testing     Temperature & Humidity Measuring     Nonelectrical Properties Testing     Data Recording	- Stanley - Westward - Starrett - Klein Tools - Mitutoyo	- Ashcroft - Fluke - FLIR - Extech - Triplett			
3	Pneumatics 13 Subcategories - 117 Manufacturers	Pneumatic Tool & System Components     - Air Compressors     - Hydraulics     Pneumatic Hose Fittings & Couplings     - Compressed Air Treatment	- Hydraulic Hose Fittings & Couplings - Hydraulic Filtration - Hydraulic Valves - Hydraulic Hoses - Distribution Equipment	- Dyna-Con - Speedaire - Bostitch - Ingersoll Rand - Chicago Pneumatic	- Parker - Aeroquip - Enerpac - Greenlee			
0.	Machining & Cutting Tools 59 Subcategories - 170 Manufacturers	- Drill Bits - Taps & Dies - Blades - Counterbores & Countersinks - Abrasives	- Threading - Milling - Sanding Disks & Kits - Cut-Off & Grinding Wheels - Sanding Belts & Kits	- Chicago-Latrobe - CLE-Line - Cleveland - Widia - Greenlee	- Dykem - Irwin - Dewalt - Norton - 3M			
	Material Handling, Storage & Packaging 62 Subcategories ~430 Manufacturers	- Ladders - Hoists - Shelving - Strorage - Furniture	- Packaging - Casters - Carts & Trucks - Drums - Pallet Jacks	- Werner - Cotterman - Bil-Jax - Albion - Shepherd Caster	- Husky - Tennesco - Eagle - Rubbermaid - Metro			
~	Welding 24 Subcategories ~ 70 Manufacturers	Welding Equipment & Supplies     Filler Metals     Welding Safety Equipment     Soldering     TIG Welding & Accessories	- MIG Welding & Accessories - Welding Supplies - Plasma Cutting & Accessories - Welding Cables Grounds & Accessories - Welding Chemicals	- Victor - Bernzomatic - Turbotorch - Westward - Lincoln	- Miller - Lincoln - Harris - Weller - Continental			
A.	Fasteners & Adhesives 26 Subcategories ~103 Manufacturers	- Nuts, bolts, washers, screws - Hooks, flat stock - Raw Materials (Metal, Rubber, Plastic) - Glue & Cement	- Tapes - Threadlockers - Adhesives & Glue - Concrete, Asphalt & Masonry - Dispensing Guns	- Tamper-Pruf Screw - Foreverbolt - Disc-Lock - Loctite - Anti-Seize Technology	- 3M - DAP - J-B Weld - Titebond - Sakrete			





#### REQUESTED Products continued The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer. - Lubricants Grease DAP Armstrong Lubricants, - Oilers, Reservoirs & Sprayers GE Rusto-Oleum Grease Feeders & Precision Metering Sealants & Paint Penetrates Sealants **Dow Coming** Krylon **Pumos** 25 Subcategories -148 Manufacturers LDI Industries Caulk - CRC Stains & Equipment Paint - LPS - Westward Paint Booths, Paint Sprayers & Tools - Spill Containment & Storage - Tough Guy - Dunlop Signs, labels, tags & security - Fire Protection - National Guard - Talon Trax Safety & Security Door & Window Security Supplies - Personnel Protection Equipment Condor - Brady Alarms & Warnings (PPE): Eye, foot, workwear, Ironclad Тарсо Video Surveillance 450 Mfr. / Suppliers hearing, hand, head & respiratory New PIG Carhartt Access Barriers & Crowd Control Instrumentation Rubbermaid Eagle Chemicals Rubbermaid Cleaning Diversey Cleaning Equipment Odor Control Tough Guy Georgia Pacific Equipment & Restroom Janitorial Carts & Supply Holders 3M Kimberly Clark Supplies Trash Bags Dayton 17 Subcategories - 300 Manufacturers Paper Zep Waste Containers - Waste Containers Sanitaire Lysol Controls **Ventilators** - Air Handler Siemens Johnson Controls RobertShaw Heaters - Blowers **HVAC Supplies** - Air Conditioning Central Equipment - Friedrich - Daylon 27 Subcategories 270 Manufacturers - Air Treatment - Air Fitters Nu Calgon Movincool - HVAC Controls & Thermostats Honeywell Air King - Submersible, Centrifugal, Water - Tube Fittings Parker Chicago Faucets Toilets, Urinals, & Repair Parts Pumps & System & Displacement Pumps Zoeller Zum - Pipe, Valves, Healers, Coolers, Faucets, Hose Bibs, & Hydrants Plumbing Little Giant Sloan - Shul-Off Valves 0 Subcategories Fittration & Faucets Viega Propress Bell & Gossett 320 Manufacturers Pipe Fittings & Couplings - Drum Pumps American Standard Little Giant Pipe & Tubing Sump, Effluent & Sewage Pumps

Incident Command & Triage Supplies

Emergency Response Cots & Beds

Earthquake Safety Devices

- Off-Grid Energy Equipment &

- Emergency Lightstick

Accessories

Quick Dam

Quakehold

Technologies

- Aquasafe

- Pig

Chemight by Cyalume

Sand Bags

Rations

Emergency

Preparedness

6 Subcategories

59 Manufacturers

First Aid Supplies

Diaster Recovery Products

Emergency Water & Food

- Decontamination Shower

- Snaplight (Cyalume

- Disaster Management

Technologies)

- Ready America

Systems

- Mayday

**AbilityOne** 





		JIR	ER Product Categories	1	
	Sourcing	Non-Grainger cat	In 2023, Grainger engaged 16,000 sourcing suppliers to satisfy customer needs and provides access to over five million additional products to Members.		
	Fleet & Vehicle Maintenance 19 Subsategories ~ 300 Manufacturers	- Tire & Wheel - Automotive Electrical - Automotive Maintenance Tools - Automotive Chemicals - Automotive Towing	- Automotive Exterior - Automotive Mechanical - Vehicle Lighting - Automotive Cleaning/Appearance - Automotive Interior	- Westward - Buyers Products - Perfect Equipment - Ecco - Grote	- Baldwin Filters - Funnel King - Reese - Quickcable - Noco
THE STATE OF	Hardware 18 Subcategories ~ 120 Manufacturers	Door Hardware     Hardware Supplies     O-Rings & O-Ring Kits     Latches, Hasps, & Hinges     Door Locks & Deadbolts	Magnets & Magnetic Strips     Window Hardware     Electromagnetic Locking Systems     Braces & Brackets     Springs	National Guard     Rockwood     Lucky Line Products     Norton Door Controls     ICN	- Perriko - Velcro Brand - Mag-Mate - Stanley - Kaba Ilco
	Office Supplies 23 Subcategories ~ 180 Manufacturers	- Boards & Easels - Writing & Correction - Corrputer Supplies & Media - Office Paper & Notebooks - Office Organizers	- Flags, Flag Poles & Accessories - Binders & Clipboards - Calendars & Planners - Document Covers, Displays & Frames - Laminating & Binding Equipment	- Magna Visual - Quartet - Sharpie - Ability One - Logitech	- Post-It - Nylglo - Avery - At-A-Glance - C-Line
4	Lab Supplies 24 Subcategories - 200 Manufacturers	- Labware & Lab Chemicals - Water Testing Equipment & Meters - Lab Consumables - Lab Ovens, Heating & Refrigeration	- Lab Utensils - Lab Instruments - Lab Storage & Transport - Particle Sizing - Lab Equipment	- Lab Safety Supply - Dynalon - Extech - Thermo Scientific - Labchem	- RICCA Chemical - Spectrum - Lamotte - American Biotech Supply - Advancetech
*	Outdoor Equipment 23 Subcategories ~220 Manufacturers	Insect & Pest Control     Pressure Washers & Accessories     Garden Hoses & Sprinkler Systems     Shovels, Tampers & Digging Tools	- Sprayers & Spreaders - Cutting & Pruning Tools - Snow & Ice Removal - Power Brushes, Yard Vacuums & Leaf Blowers - Rakes & Cultivating Tools - Fencing & Fencing Hardware	- Catchmaster - Tomcat - Continental - MI-T-M - Dayton	- Westward - Tough Guy - Rain Bird - ECHO - Ariens
0.0	Electronics & Appliances 5 Subcategories ~ 100 Manufacturers	Two-way Radios & Accessories     Communications     Electronic Communication Equipment     Intercoms & Speakers     Batteries & Battery Chargers	- Audio Equipment - Video Equipment - Data Entry Devices & Accessories - Ovens, Refrigerators, Ice Machines - Food Processesors, Garbage Disposals & Hardware	- Motorola - Midland - Nite Ize - Peerless - RCA	- Speco Technologies - Frigidaire - Royal - IN-SINK-ERATOR - ICE-O-MATIC
•	Hospitality & Food Service 30 Subcategories ~ 139 Manufacturers	Food Service Disposables & Dispensers     Food Service Cookware & Preparation     Food Service Snack Foods & Condiments     Bed, Bath & Table Linens	Food Processing     Food Service Storage & Transport     Hospitality Uniforms & Workwear     Food Service Apparel     Guest Room Amenities	- Vollrath - Crestware - Cambro - Fashion Seal - Glowear by Ergodyne	- R & R Textiles - Iceberg - Dixie - Martex - Glaro
V	Reference & Learning Supplies 5 Subcategories 11 Manufacturers	- Classroom Supplies - Books & Book Supplies		- Tape Logic - Label Master	

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

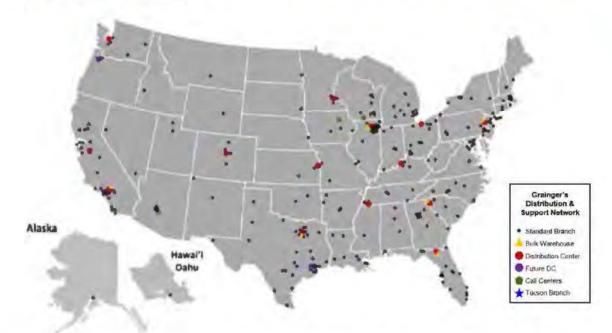
Grainger's catalog offers more than 1.6 million MRO products. On-hand inventory, valued at \$2.3 B across 32 MRO categories and is maintained through Grainger's US owned network of 14 distribution centers (DCs) with a total of 16.5 million square feet in size, 250 branch location, each with approximately \$1 million in inventory, and 6 bulk warehouses for products such as generators, water heaters and other large items. Grainger is expanding its distribution and delivery capability with two new facilities in Gresham, OR and Houston, TX., scheduled to open in 2025 and 2026, respectively.





While not all products are stocked within the network, Grainger analytical planning tools position and deliver products centered on a just-in time delivery model. Grainger same day shipping encompasses 99% of in-stock items. Grainger's meaningful relationships with national and regional transportation carriers are critical to this capability.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each Member. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a Member's location, and the fastest means of delivery.



Grainger's strategic distribution network will ensure most Member orders are shipped the same day the order is received. 99% of the US postal codes are reachable the next day through our high-touch solutions North American supply chain network.

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

Grainger's Environmentally Preferred Products (EPP) are identified with a "green" filter during the search process in the online catalog, accompanied by a green leaf icon.



The technical specifications section of each product contains an explanation of the certificate or attribute, making it simple for Members to understand the environmental benefits.







Shown above, in Grainger's online catalog, Members can click on the item number to go directly to the item's technical information and 'green' designation. To the right, a 'snippit' of how Members can easily search and view green products by checking the 'Green' filter toggle in the lower left-hand side of the grainger.com page.

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

Yes, Grainger has been providing Exclusive Brands (Private Label) products and solutions to our customers since 1937. Grainger Exclusive Brand products can help Members do more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger offers 284,116 SKU's, across several categories and brands in our Exclusive offering.



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

Presented below are key values reflecting how Grainger's offer provides a competitive differential:

- 1. Incentives focused on the City of Tucson
- 2. Financial Strength and Reach
- 3. Advanced Digital Technology





- 4. Experience Serving the City of Tucson
- 5. Grainger Specialized Product Solutions

# Incentives focused on the City of Tucson and OMNIA Partners' Members

The Value ADD and Pricing Sections are not only broad and competitive, but innovative. Covering all MRO categories nationwide and offering options to suit Member needs, it will maintain and attract Members.



#### Financial Strength and Reach

With 2023 sales of \$16.5 billion, Grainger is the leading broad line MRO distributor in the US and Canada. We serve more than 4.5 million customers worldwide with innovative technology and deep customer relationships. With these resources and expertise, Grainger will continue to promote value to the City of Tucson and OMNIA Partners. Since 2021, our partnership has grown from approximately 6,476 participating Members in 2021 to 7,491 Members in 2023.

New York City Housing Authority and the District of Columbia Housing Authority, have become Members.

# Advanced Digital Technology Aligning Product Merchandising Shaped for Government Customer Products and Services Requirements

In offering millions of products, from thousands of suppliers, with countless attributes unique to each product category, significant complexity arises. Serving more than one million active customers across diverse market segments, each with their own levels of complexity, the opportunity to leverage technology and data is presented. Grainger simplifies this challenge for government and other sectors to make their jobs easier.

The MRO sector has no data source providing meaningful customer information to discern current requirements and trends. By compiling and evaluating information about millions of products, Grainger shapes offerings to wide and varied market sectors while enhancing how customers search, compare, and purchase a product.





This work improves product information as it is directed to customer requirements, how a catalog is compiled and marketing-support systems, all of which are continually analyzed to improve website functionality assisting the customer. The work eases the customer's search by providing more informed insight to the purchasing decision as noted below:



Product Merchandising is shaped for the government customer.

#### **Experience Serving the City of Tucson**

As the incumbent MRO provider, the City of Tucson-OMNIA Partners' agreement is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each department of the City of Tucson and across the OMINIA Member network, particularly the public servants who fulfill vital government responsibilities.

Grainger has had a physical presence in Arizona since 1954. Approximately 880 Grainger employees live and work in Arizona. No competitor has Grainger's **LOCAL** presence. The City of Tucson has sales coverage from a Government Sales Manager and Account Manager who draw on the Tucson Grainger Branch on South Dodge Boulevard, 2 branches in Phoenix, 1 in Gilbert and the Grainger Customer Contact Center in Phoenix, to engage all customers directly.

With experience, and expertise regarding the City of Tucson, the ongoing engagement with the City's departments and personnel to address contract expectations, changing priorities, training opportunities, and highlight new MRO products and innovative solutions will continue to evolve with the City of Tucson's interest at the forefront.

Grainger's offer encompasses comprehensive audit, oversight, and training to adhere to all contract pricing and requirements across City of Tucson-OMNIA Partners' terms and conditions. Government Team training includes mandatory ethics and compliance responsibilities. Grainger's information systems provide customer-driven requirements supporting oversight, supervision, and accountability. Reporting and compliance structures are shaped to individual agencies.





Supporting the City of Tucson Government Team is 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 give us unparalleled access to the right products and allow us to be a single source ensuring industry-leading availability of the broadest number of products.

#### **Grainger Specialized Product Solutions**

In addition to our general MRO catalog, Grainger offers **79 specialty catalogs** that focus and refine product access to particular government responsibility requirements. Detailed product and solution portfolio address key agencies including, Department of Transportation and Public Works, Police, Fire, Emergency Medical Services, Corrections and Waterworks.

#### 2. SERVICES

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

Aligning with the City of Tucson RFP Services Requirements, Grainger presents a summary of our Services portfolio as well as those we think contribute value to the City's operations.

Literature explaining your capabilities.

Please see specific literature noted with each service overview, found in the Appendix.

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

The Table below presents core Grainger's services approach as referenced in the RFP Scope of Work, Sourcing Requirements at RFP, page 8. The Table is followed by further insight as to **Grainger Services Portfolio.** 



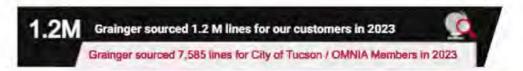


Sourcing	Consulting Services	Safety Services	Inventory Management	Sustainability Solutions	Services & Solutions	Emergency Preparedness	Training & Education
Q		8		1		(1)	2
Access to 5M+ Additional Products	Storeroom Layout & Optimization	Field Safety Professionals Audits & Assessments	Vendor Managed Inventory (VMI) Solutions	60,000 EPP Products	Safety Services: Lock-Out / Tag- Out, Fall Protection, Turnarounds	24/7 Disaster Support	Grainger KnowHow® Online Training
Over 16,000 Grainger Sourcing Suppliers	Procure to Pay Baseline	Grainger Site Assessment	Vending	Sustainability Landing Page	Energy Solutions: Solar, HVAC Retrofits Electric Vehicle Charging Stations	Extended Branch Hours	Specially Workshops & Technical Training
Product Line Extensions	Product Standardization	Online Solution Center	Managed (Grainger & Non-Grainger	Sustainable Services: Energy, Waste, Air Quality & Water	Facility Roofing, Paving, Fencing, Lab Furniture & Equipment	Ernergency Preparedness Catalog	Fee-Based Training by Vetted, Insured Third-Party Suppliers
Flexible Fulfillment including Drop-Ship	Supplier Consolidation	Managed Footwear Program & Shoemobile	Customer Managed (CMI) Solutions	Member Rebates	Custom Product Center	Emergency Preparedness Landing Page	Grainger Show Face-to-Face Supplier Trainings
Dedicated Team	Data Quality	Prescription Eyewear Program	Onsite Store & Trailer	Lighting Services	EHS Digital Services	Critical Supplies Prepositioned for Members	Onsite Key Supplier Training

# 1. Sourcing:

Grainger's centralized sourcing team acquires MRO services not found in the Grainger general catalog:

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



Knowing our customers' facilities are specialized and that product lead times are critical. Grainger works with **local and national suppliers** throughout the US to address specialized customer product needs, from non-catalog suppliers, line card extensions of catalog suppliers, custom products, and OEM repair parts and accessories.

In 2023, Grainger engaged **16,000 sourcing suppliers** to satisfy customer needs and provide access to over **five million additional products** to Members. A critical element of Grainger's offer is enabling agencies to respond expeditiously to unique and hard to find product requirements.

**Note:** Please see **Exhibit 01 Sourcing Terms and Conditions** in the Appendix. Sourcing orders do not receive a category discount.





# 2. Software Punch-out Integration & Mobile Applications

The capability of your electronic ordering system to interface with an agency's inventory software system.

Grainger's ecommerce services extend beyond core e-pro services to provide not only additional serach and purchasing channels but to meaningful management controls able to integrate with an agency's software sytem:

	Grainger Digita	I Solutions		
		Grainger.com®	Mobile App	ePro Punch-Out
	Efficient Solutions to Support Your Purchasing Needs	G	<sub>G</sub>	100
	Features & Functionality			••
m	Access over a million products online			
	User-friendly shopping tools to find products quickly and easily	•		
	Robust search engine with type-ahead search functionality			
	Access item details, technical specifications, safety data sheets			
	Compare products and specifications		•	
	View real-time pricing with product availability		) •	•
SHOP	Customer special pricing (CSP) Indicators			
S	Request/view special order quotes (non-cataloged products)		•	
	Drive compliance with custom catalogs	•		
	View new products, hot buys and clearance items			
	Online help with click-to-chat support	•	•	
	Find products with search by image and barcode scanning		*	
	Quick access to personal item lists			•
	Quick access to shared user item lists		•	
	Access previously purchased products by item	•	•	
ij.	Replenish your inventory with auto-reorder			
ORDER	Create quotes for internal requisitions	•		
_	Reorder products using convenient barcode scanner		•	
	Manage payment methods and shipping addresses			
	Streamline checkout process with account/user defaults		•	
	Customize order/item level fields and checkout requirements		•	
	Custom homepage options			
	View pending orders and order history			
	View/download order and invoice history, packing lists and proof of deliveries			
GE	Manage purchasing using part numbers			
MANAGE	Order Management System (OMS)	•		
M	Multi-user management with standard or admin right			
	Manage user approvals and spend limits by order			
	Manage user access to item lists and order history			
	Manage user order approval routing	•		
	Manage budgets (monthly, annually, quarterly)			
	Grainger KeepStock® Inventory Management integration	( )		•
2	ERP Integration			
B	3rd-party integration			
NTEGRATE	Punch-Out catalog (OCI, CXML)			16
Z	Transaction documents (XML, cXML, xCBL, EDI)			

**Order Management Controls:** The City of Tucson and OMNIA Partners' Members can control and manage their workflow and spend management when registered and logged into Grainger.com. The order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. It enables a purchase approval process as well as budgets to be established for individual users. These workflow controls are administered by the City of Tucson or individual Purchasing Entity.

Work Order Integration: Grainger.com can integrate with the City of Tucson and OMINIA





Partner Member Work Order Management Systems. This is performed through Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases from work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order.

eProcurement Punchout -Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment. Grainger can set up a scoping call with its eCommerce Solutions team to understand Member needs and customizations to ensure a proper integration. Grainger has experience with hundreds of eProcurement platforms and can provide end-to-end integration to drive streamlined and standardized processes. This means Members will reduce costs through productivity enhancements and lowering Member's direct ordering cost. Grainger's dedicated team of experts will help Members customize and implement the solution. Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:













MCKESSON











Grainger also supports custom and non-standard EDI transactions on a per request basis.

Enhanced features include a Custom Home Page and Landing Pages



An example of a Custom Home Page for City of Tucson OMNIA Partners' Member.

#### 3. Installation, Repair, Maintenance & Turnkey Solutions & Services:

Grainger will assist City of Tucson and OMNIA Partners' Members in working with manufacturers, suppliers and third-party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Grainger has identified over 100 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 provided by third-party providers may be subject to a fee agreement between Grainger and the provider.

Customer Testimonial







# 4. Inventory Management: KeepStock Inventory Management Solutions

Provides inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.

67

# OMNIA City of Tucson Members...

...currently have KeepStock Inventory Management Solutions installed today including VMI & Vending



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 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 products all while providing secure and efficient access.

Grainger KeepStock <sup>®</sup> Solutions						
	CMI	Replenish	Vending	Onsite	Managed	Trailer
Our solutions combine and work together because different parts of your facility face different challenges.  Service Benefits	Tools for improved visibility and management of Grainger materials	Scheduled visits help ensure the right materials are kept on-hand	Industrial vending helps control consumption of Grainger material at POU	Dedicated resource with daily presence manages all Grainger materials	Specialist provides MRO supply chain expertise & multi-supplier support	Support critical inventory needs for temporary project needs
Order History & Robust Reporting	_ •	•				
Documented Cost Savings	•	•	•		•	•
Order Visibility	•	•	•	•	•	•
Procurement-based Inventory Recommendations			•		•	•
Purchasing Approval Thresholds	•		•		•	•
Dedicated Resource		•	•	•	•	•
eProcurement Integration				•	•	•
Secure Dispensing			•			
Spot Buys Capabilities	• -				•	
Desktop Delivery				•	•	
Fee-Based Service					• 1	
Management of Grainger Product		- 0.			•	
Management of Non-Grainger Product	1000				•	
Utilization of Customer-Owned Inventory Management System					•	
Inventory levels managed to agreed upon min/max stocking levels			•	190	•	
Scheduled visits to ensure materials are kept on hand in the right quantities and in the right places			•			
Bar Code Labeling			•	•	•	
Organized inventory & restocked / reloaded products in proper location		•	•	•	•	
Consignment of qualified Grainger products to free up working capital						1

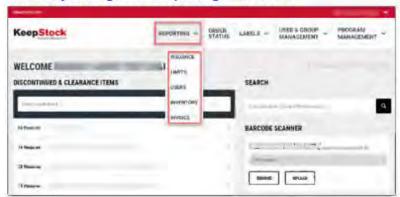
**KeepStock® Web** is **control central** for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality





across all installation types — Vending, CMI, Replenish and Onsite, to provide you with total visibility to the entire inventory.

# **Inventory Management Reporting Dashboard**



Grainger's
KeepStock® Web
provides ondemand real-time
reporting to City of
Tucson Members.
Track Vending
issuance, user
limits, VMI
inventory locations
and invoices.

In Stock at Branch

Supplier Diversity

Customer's may search

easily for Supplier Diversity products on

Grainger.com.

Price

Select a Pickup Branch

# 5. Small Business Program

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services, and diversity expertise.

**Grainger's Supplier Diversity Program** affords customers access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program seeks to grow this sector while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than \$2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled personowned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.



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The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.





The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services, and a broader selection of products.

Grainger and the authorized reseller will engage Members to discuss how best to serve the City of Tucson and OMNIA Partner Member including the range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals.

#### 6. Green / Sustainability Programs

a. **Grainger Policies & Commitment:** Efforts and policies pertaining to green and sustainability.

Grainger is committed to conducting business in an environmentally responsible manner and works continuously to improve its environmental performance across operations, solutions, and products. Initiatives to reduce dependence on non-renewable energy consumption and emissions include:

- Increasing solar energy use at our facilities
- Improving technology and efficiency in our building management systems
- Implementing high-efficiency life cycle replacements
- Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

**Literature:** A detailed discussion addressing Grainger's environmental performance is presented in *Exhibit 02 2023 Environmental Social and Governance Report.* 

b Products: Impact on Product Offerings.

Grainger provides environmentally focused solutions through our sustainability offerings, including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than \$1 billion, an increase from the prior year. We routinely evaluate our portfolio against customer needs and maintain our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. As noted, Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute.

c **Distribution:** Impact on Distribution.

Our initiatives to reduce dependence on non-renewable energy consumption and emissions include increasing solar energy use at our facilities, improving technology and efficiency in our building management systems, implementing high-efficiency life cycle replacements and





transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Throughout Grainger facilities, particularly within the Distribution Centers (DC), we standardize recycling processes and share best practices across our network. The DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates. To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

Grainger works closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials. These initiatives are described in detail in Grainger's Environmental Social and Governance Report.

We refine our sustainability calculation methodology, improve data sources and engage with suppliers and partners, particularly those critical to how we serve our customers. We share details of our plans, including measurement standards and specific objectives with the goal of converging in this important initiative.

d Recycling of Lamps: The ability to recycle lighting and electronic products.

Grainger offers recycling kits and boxes to help customers recycle light bulbs, ballasts, batteries, lamps, and other items that contain hazardous materials, particularly in circumstances involving compliance responsibilities. The kits also save storage space and reduce safety hazards by allowing Members to contain dead items and remove them from their facilities. Recycling kits include boxes or containers for collecting the items to be recycled. They also include prepaid shipping labels and recycling costs and instructions for sending the items to a recycling facility. Individual recycling boxes or containers are used to collect and store items for recycling. These boxes do not include prepaid shipping labels or recycling costs; users can send the box or container to the recycling facility via their preferred shipper.

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

Grainger third-party partners will evaluate and audit lighting and energy capabilities and recommend focused solutions supporting sustainability. Coordination is pursued with City of Tucson and OMINA Member facility design and operations personnel to recommend retrofitting and other efforts to improve lighting and energy savings.

f Certifications: The industry recognized certifications and standards obtained.

Grainger identifies products with the environmental certifications in its catalogs, including:

- US EPA ENERGY STAR
- US EPA Safer Choice
- US EPA Water Sense
- Biodegradable Products Institute (BPI, certified compostable)
- Design Lights Consortium (DLC) for LED lighting products
- Forest Stewardship Council (FSC)
- Green Seal





- UL ECOLOGO
- UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting)

#### 7. Training and Education

Grainger will support the City of Tucson and OMNIA Partners' Members to schedule and provide instruction as to industry trends, targeted products and solutions training associated with City of Tucson and OMNIA Partners' operations and identified needs. Objectives include elevating competency and supporting unique Member requirements. The following are opportunities within Grainger's' extensive training portfolio and include non-fee and fee-based sessions.

- Comprehensive training modules addressing technical skills as to environment, health, and safety, electrical, HAZMAT, security, laboratory, and plumbing products.
- Among the comprehensive safety initiatives are products that reduce falls and injuries.
   Grainger team members participate in yearly training that reviews approved products, proper wearing, and maintenance of products to present these training opportunities to customers.
- Confined Space, Electrical Safety, and Forklift equipment and work area comportment.
- Throughout the contract's term, tailored training to maintain and increase knowledge of the contract and its benefits and effective access to Grainger.com or e-pro applications for new employees and refresher instruction for tenured employees.

Grainger partner providers works with City of Tucson and OMNIA Partners' Member agencies to identify products and product categories for additional training. Current programs include:

- **DeWalt Power Tools:** Customer safety presentation and film. Hands-on demonstration of safe operating practices for power tools. Joint presentations by the Grainger Account Manager and DeWalt's representative, often performed at customer locations.
- Proto Tools Hand tool Safety Seminar and Film: Demonstration of correct methods
  of tool usage. Joint presentations by Proto and Grainger Account Managers. A
  certificate of training is issued upon completion of class, which is also often conducted
  at customer locations.
- Brady Manufacturing Lock-Out/Tag-Out Class: Training for correct methods to apply lockout/tagout devices for compliance with OSHA rules is accompanied by a video presentation and hands-on demonstration of different devices. Jointly presented by Grainger Account Manager and Brady Representative at customer locations.

#### 8. Customer Support Services

Grainger's policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracking, technical feedback, quality assurance for orders and drop shipments are presented below.





#### **Grainger Customer Support**

Grainger Team	Hours of Operation
Customer Support Center (phone & email)	24/7 Monday - Sunday
Online Chat	Monday - Friday 6am - 7pm CST
Grainger Branch Personnel (Customer walk-in)	Monday – Friday, 8am – 5pm within respective US time zones. Hours may vary per specific branch.
Government Sales Team Members	Monday – Friday, 7am – 5pm within respective US time zones 24/7 support during emergencies
Technical Product Support	Monday - Friday 7am - 7pm Central Time Zone
Grainger.com	Order processing available 24/7
Emergency Services Hotline	24/7, 7 days a week

Replacement, Returns and Warranty: Grainger accepts returns of products it sells, It also warrants its products.

**SATISFACTION GUARANTEE TO ALL CUSTOMERS.** Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

LIMITED WARRANTY. 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:

- 1. REPAIR;
- 2. REPLACE: OR
- REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID.

GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

Warranty Product Return. Before returning any product, Customer may contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.





#### PRODUCT RETURNS.

- GRAINGER 30-DAY SATISFACTION GUARANTEE. You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.
- 2. RETURNS AFTER 30 DAYS. Unless otherwise noted, you 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 Grainger 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. There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.
- 3. **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 Grainger may designate as a "Final Sale" from time to time.

RETURNS PROCESS. If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest <u>Grainger branch</u> location.

#### Easy Return Process for:

- · Wrong item shipped from Grainger
- Item damaged when received
- · Faulty / defective item with product warranty
- The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
- 2. Indicate preference for replacement item or credit
- 3. Grainger takes responsibility for the return and sends a return label to the customer
- 4. Customer carefully packages the item(s), including the packing slip
- 5. Place pre-paid shipping label on return package
- 6. Member notifies carrier to pick up the return
- New product is shipped to the customer, or the account is credited

#### **Easy Return Process for:**

- · Incorrect item ordered
- · Ordered too many items
- Product no longer required
- 1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
- 2. Package the item(s) including the packing slip
- Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
- 4. Indicate preference for replacement item or credit
- 5. Ship the package to the nearest Grainger branch location

**Restocking Charges:** There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

After Hours Service: Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours, and is provided via a toll-free number (1-800-CALL-WWG) for service throughout the US. Calls are routed to one of Grainger's US based Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

Post Sales Support: Customer support is available at 800-GRAINGER (800-472-4643) provided by US based Customer Service Associates (CSAs). Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat, and email. The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide





product and shipping information, answer questions, provide status, address customer concerns or issues and engage technical support to assist the customer.

**Out of Stock:** If shopping via a punch out or Grainger.com, the customer can see real-time availability of a product. Users are notified within the punchout that the product is not available and when the product is expected to arrive. Subsequent changes in availability after the order is received will be sent via email to the customer.

If the desired product is backordered or out of stock, the customer may use the compare feature to find an alternate product with similar form, fit and function. The ultimate decision to wait for the product or select an alternate product is that of the customer.

If shopping via email or phone, Grainger's Customer Service Team will notify the customer if the product is on backorder or out of stock. The Customer Service Team member will provide alternate product suggestions. The ultimate decision to wait for the product or select an alternate product is that of the customer.



Once products have been selected for comparison to an outof-stock item, details can be immediately viewed to determine a substitute product.

Members can choose a substitute or wait for the out-of-stock product to arrive.

**Order Tracking:** The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-

mail). End users can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

When the order leaves Grainger's DC, Grainger will send a **Shipment Confirmation** with a tracking number that allows our customers to track the order through the delivery cycle.



Tracing information can be accessed from the Shipment Confirmation.

**Technical Feedback:** Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. In addition, Grainger has an in-house Technical Product Support Department whose members have an average of 28 years of experience answering product-related questions across all





product categories. Customers have easy access to this service during standard business hours.

If a customer seeks to provide technical or any feedback regarding a product or any Grainger service, Comment Cards can be accessed throughout Grainger.com, including a link in the header and footer of every page on Grainger.com:

Quality Assurance for Orders and Drop Shipments: To ensure quality customer experience, all phone calls to the Customer Service Center are recorded. This information is an element of a Quality Monitoring & Coaching approach where each Team Member receives scored evaluations completed by the QA team and his/her Service Leader each month. There is a similar process to audit email and chat transactions. In addition, a cross-functional team captures and investigates Service Opportunities to determine the root cause, any specific actions that are needed and to determine if there is a larger, systemic issue that should be addressed through technology updates and/or process changes.

Grainger Supply Chain and Distribution Centers are vigilant in monitoring performance of suppliers and carriers, as to quality and timeliness of shipments, including manufacturer drop shipments. Goals are set to ensure that products are delivered on time and in good condition

# 9. Consulting Service

and exceptions are captured to address deficiencies.

Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.

Grainger Consulting Services is an industry-leading team of experts dedicated to helping Members solve their most pressing MRO challenges. Grainger's team analyzes the Members' current state and identifies relevant and comprehensive opportunities for improvements. Based on our findings, most customers can take as much as 15-25% or more out of their total MRO costs.

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and utilization and financial benefit.

Customer Testimonial

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to a Members' organization.







Grainger's Consulting Team will work with Members to drive costs out of their operations.

### 10. Other Services

Presented below are examples of services, in addition to those listed in the RFP. Grainger will continue to pursue value added services and programs throughout the life of the contract that will be available to the City of Tucson and OMNIA Partners' Members.

### a. Sustainability Solutions

Grainger provides environmentally focused solutions including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than \$1 billion. We meet customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a Sustainability Solutions landing page on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

Customer
Testimonial

#### b. Safety Value Add Solutions

Grainger's Environmental, Health & Safety (EHS) Services help Members protect their people, facilities, and the environment. Grainger's Field Safety Specialists bring education, experience, and expertise to help Members address a wide range of safety and health matters to assist with injury reduction, compliance improvement, and risk assessment. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.





In addition to assessments from Manufacturers, Grainger's Field Safety Specialists leverage our Grainger Safety Assessment to evaluate a broad range of OSHA Regulatory and Compliance needs. The Grainger Assessment delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed.

Customer Testimonial

Please see *Exhibit 03 Grainger Safety Assessment* providing further details regarding the Grainger Safety Assessment. The Grainger Safety Assessment includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

#### c. Energy/Sustainability Services

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for an agency to help design and facilitate the installation of energy-saving and water conservation measures:



#### d. Online Solution Center

Grainger compiles an online safety center with information and resources that help keep people safe and facilities running. The Solution Center enables OMNIA Partners' Member safety specialists to access safety news, trends, and regulatory issues free of charge. Information includes:

- OSHA's Law & Regulations: This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards.
- Environmental Health and Safety Webinars: This on-demand series offers industry
  information and updates to help keep informed of environmental, health and safety
  trends affecting your operations. Participants receive a certificate of attendance
  providing documentation for 1 credit hour of training.
- Online Safety Catalog: Access to our latest safety catalog 24/7 in easy-to-navigate format. Search by product name, category, or SKU.
- Grainger KnowHow®: Delivers equipment guides and safety protocols.

#### e. Facility Services

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. These services keep facilities dry, safe, and sustainable. Services include:

- Inspection Services.
- Air barrier audits.
- HVAC Restoration.
- Assembly and Installation Services.





- Roof Restoration- Rooftop Safety Installation and Roof Cleaning.
- Flooring- Concrete Polishing, Floor Design and Installation, Floor Repairs, and Floor Striping.
- Ceiling Tile Installation/Replacement.
- Patch and Repair Services, Preventative Maintenance.

#### f. Metalworking Solutions

Grainger's team of metalworking experts provide and apply the latest technology to boost productivity and maximize Member's investment across more than 500 metal working applications. Grainger offers a broad portfolio of value-add—non-fee and fee-based services, as well as sourcing unique or difficult to find metalworking products.

# g. Footwear Safety

Grainger's safety initiatives include its Managed Footwear Program across City of Tucson OMNIA Partners' Member job categories. Shoes with appropriate traction prevent falls and reduce electrical accidents by enlisting non-conductive footwear made from leather, rubber, or other materials to reduce electrical accidents. Grainger coordinates the availability of footwear protection across all OMNIA Partners' Members customers. Included is both a physical shoe mobile and a web-based program for remote users. The initiative ensures easy access to all employees while City of Tucson and OMNIA Partners' Member leadership maintains full control and visibility of purchases.

Customer Testimonial

#### h. Prescription Eyewear

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users.

#### 11. Emergency Response

Grainger engages customers in high-risk areas and assists in building resiliency to rapidly deliver critical supplies. Our 15+ years of experience, purchasing history data, and market intelligence contribute to structuring emergency response solutions. Analyzing data captured after each emergency event helps determine which supplier and products to add to our portfolio or adjust our inventory position to specific locations. During any emergency, Grainger prioritizes government and healthcare customers so emergency responders and hospitals have resources to assist the sick or injured.

As part of our Disaster Continuity Plan, Grainger's response and recovery protocols encompass providing government and commercial customers with priority to first response agencies, with critical product and services associated with the incident. Monitoring weather and media reports while coordinating with state and local authorities, Grainger activates its emergency response center prior to and throughout the period of need. With resource capacity to move products expeditiously, Grainger stages resources in critical areas and frequently deploys team members to assist.

Localized response procedures enable customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be





on site to support relief efforts. Preexisting supplier agreements allow products and equipment to be replenished quickly to help Grainger's customers.

Grainger is positioned to respond to emergency situations. Grainger's network of 250 branches is supported by 14 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address across a range of situations. This network ensures that constant product replenishment is nearby and easily accessible.

Grainger's pricing and services will not change in an emergency, large or small. OMNIA Partners' Member's costs will mirror the contract.

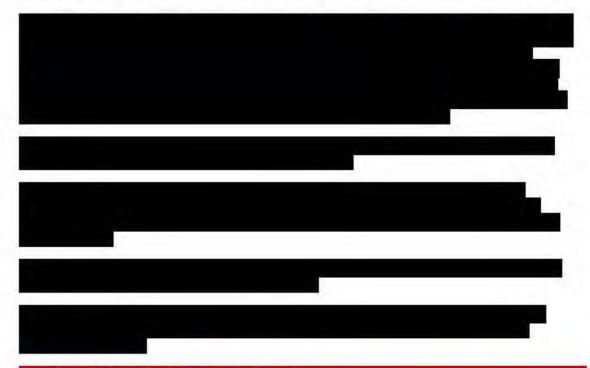
Customer Testimonial



#### 12. Customer Product Center

Grainger can customize products with the Member's logo or message. We can also customsize products like filters or specialized signs to meet your needs. Members decide the size, configuration, or message.

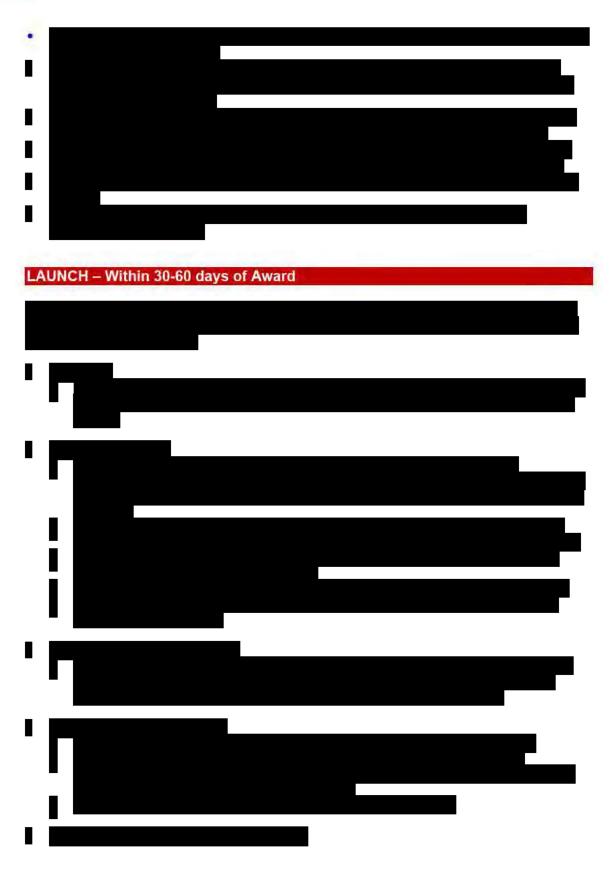
 Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.



DEFINE - Within First 10 days of Award











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



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







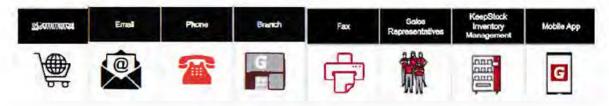


#### 3. ORDERING & INVOICES

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

# Ordering Capacity

Grainger's multichannel ordering approach lets Members choose how they want to do business. It provides flexibility to order in ways that best suit their needs. These channels include:



Via any of these ordering channels, except fax, a Member can access City of Tucson OMNIA Partners' contract pricing, order a product, track the order, search for product, obtain order history, seek technical assistance, access lists, obtain technical data and documentation and identify green alternatives. Facsimile orders are confined to obtaining contract pricing and order fulfillment.

### eCommerce Website Capabilities

Display Contract Pricing
 Once logged on to Grainger.com or via a Grainger punch-out, all City of Tucson contract pricing will be clearly displayed.



Additionally, the national market basket will be displayed with the ability to download on OMNIA Partner's website.

### Online Ordering 24/7

The City of Tucson and OMNIA Partners' Members can submit orders at any day or time on Grainger.com and mobile applications. This allows for quick and easy ordering for each Member anytime, anywhere.

### Order Status & Tracking

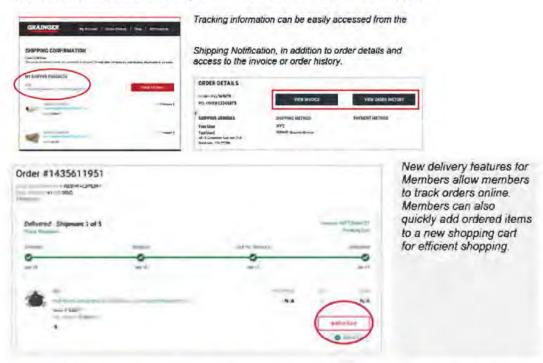
The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, e-mail).





Members can find shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders by clicking on the Order History link at the top of any Grainger.com page. Members can also use online chat.

The City of Tucson and OMNIA Partners' Members will receive an electronic shipment notification with carrier tracking information once an order has shipped.



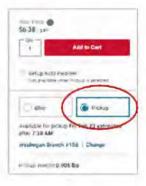
Product Availability by Location: The City of Tucson and OMNIA Partners' Members
can determine real-time product availability by Grainger location as well as contract
pricing.

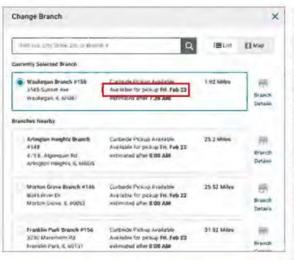


Grainger.com enables Members to check real-time availability, expected arrival date and contract pricing.









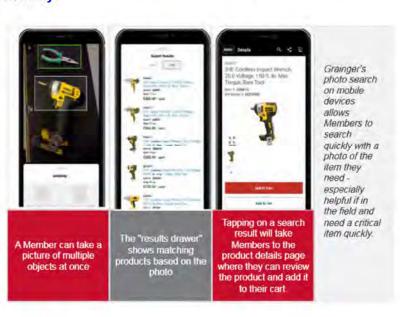
End users can designate a default branch within their account profile or allow Grainger.com to provide availability based on the branch closest to their location.

By selecting "pick up" Members can see which branch location has the item in stock.

- Mobile Apps: The Grainger mobile app includes many of the capabilities noted above and unique features for a mobile workforce. OMNIA Partners' members can use the Grainger app to find products, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for Apple and Android devices as well as a mobile optimized web page.
- Search Options: Grainger.com allows the City of Tucson and OMNIA Partners'
  Members to search and filter by recognized descriptions including City Market Basket
  Items, Manufacturer/Brand, Green Products, and NSN number.

Grainger's investment in technology, specifically "search capability", is represented by the following search functionality:

 PHOTO SEARCH (MOBILE DEVICES): If a Member does not know the name of a product, they may take a photo of the item to search on grainger.com. The results drawer shows matching products based on the photo.



- WILDCARD SEARCH
- SEARCH SUGGESTIONS (TYPE AHEAD)
- VIEW PREVIOUSLY PURCHASED





- VISUAL ATTRIBUTES: Visual attributes help users by displaying imagery in addition to text and technical language. Users can click on an image to refine the search results by the selected value.
- Order History: The Member home page includes relevant user information such as order history, invoices, and other useful information in support of efficient procurement management. Order history can be accessed for 36 months.

Users have the option of accessing **real time order history** on Grainger.com and reordering or downloading a file of order history data. This file of order history data can be configured to include multiple users, various types of orders, various date ranges, and multiple file formats.

- Technical Assistance: Grainger offers several forms of technical assistance on Grainger.com including Click-to-Chat and the Help button.
  - ✓ CLICK-TO-CHAT: Grainger offers Click-to-Chat Assistance for Members. Agents in the click-to-chat function can access technical product experts to answer detailed questions on product application or specifications. Available on Grainger.com and the Grainger Mobile App.



Let's Chall



- ✓ HELP BUTTON: Grainger.com offers a "help" button featured on the top right of every page of Grainger.com to access additional information.
- Personal Lists and Profiles: The City of Tucson and OMNIA Partners' Members can
  create "Personal Lists" on Grainger.com and punch-out integrations for frequently
  purchased items. Multiple personal lists can be created and shared among Members
  using the same Grainger account to streamline the acquisition process. This
  functionality allows Members to:
  - Create lists by product category, service location, usage, or specifications and then organize those lists in folders.
  - ✓ Assign a location to a list allowing for easy access from the Grainger Mobile app.
  - Add min/max quantities, bin locations, and print labels of the items in your list for easy inventory tracking.
  - ✓ Share lists with other people on the same account, so they can view and order from other Members' Personal Lists.
  - ✓ Shared usage of these easy-to-access lists can assist the City of Tucson and OMNIA Partners' Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs.
- Technical Data and Documentation: Grainger's General Catalog is available in its entirety on Grainger.com and includes technical data and illustrations.
  - ✓ SAFETY DATA SHEETS: The City of Tucson and OMNIA Partners' Members may view and print SDS online at Grainger.com.





- ✓ COMPLIANCE & RESTRICTIONS: While viewing a product users can quickly view product compliance and restrictions like hazardous material, Safety Details Sheets (SDS), Supplier Diversity, Restricted Sale
- Identification of Alternate Green Products: Environmentally Preferred Products can easily be identified on Grainger.com. by the Green Leaf icon. This indicates that the selected product has a UL validated certification and/or attribute.



 Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

**Invoicing Process:** Grainger uses its enterprise system (SAP) that allows us to select the type of billing the City of Tucson and OMNIA Partners' Members require. After the order is placed into the system and the delivery process completed (picked up or shipped out), the invoicing process begins.

Member is sent an invoice according to the method required (email, electronic, other)

- Email: Invoice is automatically sent to the Member
- Electronic: Invoice is sent to the Member electronically in cXML, EDI, or flat file format.

Yes, electronic invoicing is available as is summary invoicing. Grainger has multiple ways to receive an invoice including electronic invoicing:

- Individual invoices per shipment.
- EDI invoicing.
- P-Card invoicing.
- Email invoicing.
- Summary Billing.

### Please see Exhibits 04-1 and 04-2 Sample Invoices.

- Summary Invoicing: Summary Invoicing (Summary Billing) is available for the City of Tucson/OMNIA Partners' Members via a single bill containing a periodic summary of purchasing activity (monthly, semimonthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Members will have fewer pages to approve and fewer checks to write.
- Invoice and Packing Slips on Grainger.com: OMNIA Partners' Members can search order history and review invoices and packing slips of all Grainger orders on Grainger.com making the p-card reconciliation process easier.
- Describe how problems such as a customer ordering a wrong product; a customer receiving a
  defective or wrong product; etc. are resolved.

The first step to receive support to resolve a product issue is to call, email or chat with Grainger Customer Support. (800-473-4643 or <a href="mailto:customersupport@grainger.com">customersupport@grainger.com</a>). Each of Grainger's 1,800 Customer Service Associate (CSA) accesses state-of-the-art technology tools to address inquiries and ensure the City of Tucson/OMNIA Partners' Member's expectations are met.

Grainger's online system and network gives CSAs and government sellers immediate access to real time Member account information to help Members and provide information including:





- Status of Orders, shipped or pending
- Backorder status
- Product availability
- Product information
- Contract pricing
- Account and billing questions
- Technical product support
- Cross referencing

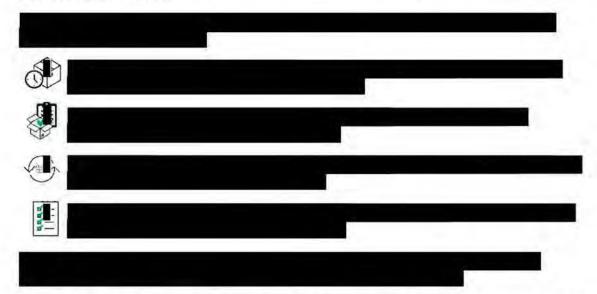
### Grainger policy and process about wrong or defective product:

#### Easy Return Process for:

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty
- 1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472-4643)
- 2. Indicate preference for replacement item or credit
- 3. Grainger takes responsibility for the return and sends a return label to the customer
- 4. Customer carefully packages the item(s), including the packing slip
- 5. Place pre-paid shipping label on return package
- 6. Member notifies carrier to pick up the return
- 7. New product is shipped to the customer, or the account is credited

### Easy Return Process for:

- Incorrect item ordered
- Ordered too many items
- Product no longer required
- The Member should call Grainger Customer Care
- The Weinber Should call Grainger Customer Call at 1-800-GRAINGER (472-4643)
   Package the item(s) including the packing slip
   Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
- 4. Indicate preference for replacement item or credit
- 5. Ship the package to the nearest Grainger branch
- d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?



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

When purchasing or picking up products at a Grainger branch store, the starting point for correct contract pricing is the Member's account number to which pricing is linked. Grainger asks Members who visit our Branches to provide their contract account number. Upon a new agreement, Grainger's pricing team will apply coding to all account numbers (locations) for each City of Tucson or OMNIA Partners' member within the company-wide SAP system. This





coding will include pricing and freight terms, as well as all contract terms and conditions unique to the City of Tucson OMNIA Partners' agreement.

Note: Identification is requested to be presented when purchasing items on a Member's account.

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

For items back ordered, Grainger has several methods to notify the City of Tucson and OMNIA Partners' Members if an item is out of stock, depending on order method. For online orders, Members will have real time visibility to out of stock or discontinued items.

For substitute items, Grainger.com functionality includes a "Compare Items" feature which provides a side-by-side comparison of available alternates for the Member's consideration. In all instances, the decision to accept a substitute product is solely that of the Member.

If the Member places an order either via a branch or phone, the Member is immediately notified by a Customer Service Associate who will inform them of options for substitute or alternate items. Grainger's purchasing system easily allows the CSA to search for available alternatives for the member to consider. Product information can also be emailed to the City of Tucson or OMNIA Partners' Member to review.

For faxed or emailed orders, a CSA will notify the Member and inform them of options for substitute or alternate items. Product information can be emailed to the Member.

For cancelling an item on an order, the City can utilize Grainger.com, click to chat, call our customer service agents/branch/sales representatives, or email.

### 4. OTHER/VALUE ADD

Describe any government rebate or government incentive programs applicable.







### **Financial Incentive Program:**

Detailed below are the **three (3) types of financial incentives** to be offered to the City Tucson/OMNIA Partners' members that:

- Affiliate to this contract.
- Incentives begin when Member purchases more than \$100,000 annually under the Agreement from Grainger.



### 1. Direct Sales Administration Fee: 2.0%

- Members will qualify for a 2% Direct Sales Administration Fee on total purchases made in the contract year, paid annually.
- To be eligible, a minimum of \$250,000 in total annual purchases must be met for each contract year.



### 2. Incremental Growth Incentive: 5.0%

- Grainger offers an Incremental Growth Incentive to members which includes an incentive paid on incremental growth.
- To be eligible, total annual purchases must meet or exceed previous year's total annual purchases and minimum of \$100,000 in total annual purchases.



### 3. E-Commerce Incentive: 2.0%

- Members will qualify for a 2% incentive on total E-Commerce purchases when Ecommerce purchases exceed 75% of total annual purchasing.
- To be eligible, a minimum of \$100,000 in total annual purchases must be met for each contract year.



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

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

- Refunds
- Credits on return
- Discounts
- The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program
- Additional freight charges related to oversize, special handling, expedited or hazmat shipments.

Customized Contract Incentives: Grainger will work with each OMNIA Partners' Member in the addendum process to address factors such as contract commitments, single award status, market competition and other elements to shape an offer of incentives meeting the Member's needs.

**Custom Core List**: In addition to the Grainger Market Basket, we will offer the ability **for each agency** to create a Customized Core List. To drive additional cost savings while enhancing procurement stability, agencies can select a personalized market basket consisting of products the individual agency most frequently purchases. The Grainger Sales team will work with Agencies seeking to consolidate, standardize and to identify a product list and price.





Functional Equivalents and Alternate Products: Grainger Sales and Technical Product
Team Members will engage OMNIA Partners' Members in evaluating alternate products that
meet agency requirements. Focusing on the specific needs and projected time period,
Grainger will analyze total cost in context of product variations addressing availability, stability,
Unit of Measure metrics, and other factors to bring insight to provide greater cost efficiency
while ensuring timely access to product.

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



c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

In addition to the value-added services offered in Section 3, Services, Grainger presents the following value-added services not in the scope of work:

Grainger Sales and Team Member Expertise, Experience and Training: The reality of Grainger's service to each Member is based on the expertise of its Sales and Customer Services Teams. Training is directed to providing expertise to government sectors and the products and services needed—public works, transportation infrastructure, healthcare, emergency services, secure firearms inventory, and the range of specialization unique to government. Grainger Team members are evaluated on how well each serves the particular sector.

This foundation of expertise is also reflected in Grainger's culture of compliance borne out of government sector ethics, training which is an ongoing requirement for each Government Team Member.

Full Catalog Access: As many City of Tucson OMNIA Partners' Members seek one contract vehicle to purchase all MRO requirements, Grainger will provide an incentive in that its offer will encompass the entire US portfolio of 1.6 million maintenance, repair, and operating supplies across more than 32 categories provided by 5,000 suppliers. Beyond contributing significant administrative and logistic efficiencies to City of Tucson OMNIA Partners' members, meaningful sustainability objectives will be obtained.

Small, Woman-Owned and Diverse Businesses: Grainger Sales and Diversity team members will engage OMNIA Partners' Members to understand their diversity, business/operational, and system requirements. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals. Elements of the plan may include adjustments to product pricing to expand reseller services and engagement.

Warranty: In addition to any manufacturer warranty, Grainger warrants products against defects in material and workmanship under normal use for a period of one (1) year after Member acceptance, unless otherwise stated.





# 2. Price Proposal

# A. Price Proposal

- Provide a price proposal as requested on the Attachment H Price Page Core Lists.
  - a. Market Basket Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.



- b. Functional Alternatives Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.
  - Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.



 Using Attachment H, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.

Within Attachment H, Price Page, Category Discount Page, Grainger has provided a discount percentage for each category. Grainger has provided increased discounts within the following categories: Adhesives, Lubrication, Paint, Electronics, and Fleet as compared to the current agreement. In addition to the HVAC category discount, Grainger will continue to offer a specific HVAC Filter Category Discount of 40%.

In addition to the proposed Category Discount offer, Grainger will continue to provide the Enhanced Category Discount Program offer for members who wish to forgo the financial incentives in exchange for deeper category discounts. The Enhanced Category Discount Program will be available to members who have \$250,000.00 or more in annual purchases and will consist of an additional +3% deeper discount on most categories in Grainger's offering. Program eligibility will be reviewed after each 12-month contract period and applied to the following contract period.

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

Grainger proposes to update the Market Basket on an annual basis and upon mutual agreement of both parties will be active for the full 12 months of the following contract year. Grainger will not increase the Market Basket pricing during the contract year and if an





item is discontinued, the parties may agree upon replacement products during the annual Market Basket renewal.

Grainger reserves the ability to adjust pricing to reflect market conditions. These adjustments may include unforeseen significant increases in supplier costs due to changes in laws or regulations, imposition of tariffs, currency fluctuations, commodity or raw material price increases or other changes in conditions not reasonably foreseen by Grainger.

- Customized Core List by Agency, individual local and state departments, and regional core lists

  — In addition to the National Core List, Offerors may provide customized core lists to agencies.
  - Describe Offeror's ability to provide customized core lists to agencies;

In addition to the Grainger Market Basket provided to the City of Tucson and OMNIA Partners' under Section 1a above, Grainger will offer the ability for individual and local departments and agencies to create **Customized Core Lists**. The Grainger Sales Team will assist agencies seeking to consolidate and standardize spend by identifying a product list and prices.

ii. The number of items Offeror proposes to provide on a customized core list:

The number of items in the Customized Core Lists will vary across agency circumstances and requirements. The Grainger Team will work with the individual agency towards a solution reflecting its unique needs.

iii. How often does the Offeror propose to update customized core lists.

Grainger proposes to update the individual department or agency Customized Core Lists on an annual basis and upon mutual agreement of both parties will be active for the full 12 months of the following contract year. Grainger will not increase the Customized Core List pricing during the contract year. If an item is discontinued, the parties may agree upon replacement products during the annual Customized Core List renewal.



iv. Describe any agency size or volume limitations.

Grainger will not impose any agency size or volume limitations to qualify for a customized core list.

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

Grainger's Sales Team will work with each individual OMNIA Partners' Members to determine if seasonal or special pricing on items is available to the Member and this information is also visible to a Member on Grainger.com.

2. Describe how services proposed will be priced.





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

Grainger's offer for the City of Tucson and OMNIA Partners' includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas.

Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Members. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

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

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

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



State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.







6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.





Grainger Branded Category Discount Frogram Frogram Grainger Branded items. Grainger Branded Category Discount Program: Program provides up to an additional 3%



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

7. Provide information on any ordering methods - such as electronic ordering or payment via pCard or EFT - or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

8. Provide proposed Payment Terms.

Grainger's payment terms are NET 30.





# 3. Qualifications & Experience

# A. Qualifications and Experience

### 1. COMPANY HISTORY

Provide a brief history and description of your company.

W.W. Grainger, Inc., founded in 1927 and incorporated in 1928. Grainger is a publicly held Fortune 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger is the leading North American provider of maintenance, repair, and operating (MRO) supplies. Grainger's capabilities include:

- A strategic US distribution network of 250 branches, 14 distribution centers, and 6 bulk warehouses.
- An extensive product line of more than 1.6M products and over \$2.3B of on-hand inventory.
- 99% of the U.S. postal codes are reachable the next day through our high-touch solutions North American supply chain network.
- Most customers receive next day product delivery; most in-stock orders are shipped the same day or within 24 hours.
- Proven experience in negotiating and implementing commercial and government multistate, complex, nationwide contracts.

Grainger's investment in exceptional service, value-added programs, eProcurement solutions, KeepStock® inventory management solutions, a technology driven supply chain and physical presence throughout the US enables commercial, government and institutional customers to keep their people safe and facilities well-maintained.

Grainger is the incumbent provider of MRO products and services to the City of Tucson / OMNIA Partners. We remain committed to providing a contract of scope and scale meeting every MRO requirement at a competitive value to government agencies across the US.

### 2. 3-YEAR ANNUAL SALES

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

Grainger's annual sales for the previous three fiscal years:

2021: \$13B | 2022: \$15.2B | 2023: \$16.5B

#### 3. EXPERIENCE AND NATIONAL PRESENCE

Highlight experience and strong national presence in the MRO industry.

Grainger provides MRO products and services throughout the 50 states, the District of Columbia and U.S. Territories. We have a substantial relationship with the federal government, including domestic and overseas facilities for the U.S. military. Grainger serves state agencies and authorities; county; cities and local governments; school districts, and public agencies. We have agreements with state university systems, transportation, port, and airport authorities.

\$2.3 billion in US inventory, 1.6 million products, 14 Distribution Centers, and 250 US branch locations, such complete approximately of million products, 14 Distribution Centers, and 250 US branch locations, such complete approximately of million products, 14 Distribution Centers, and 250 US branch locations, such complete to serve the US via six bulk warehouses to support positioning inventory for large or high demand





products. Under construction in Gresham, OR and Houston, TX are two additional distribution centers. Grainger maintains meaningful relationships with national transportation carriers, including FedEx, USPS, UPS, as well as regional carriers.

Grainger experience in helping government agencies, institutions and commercial businesses keep their operations running and their people safe is centered on customers wanting highly tailored solutions with real-time access to information and just-in-time delivery of products and services.

In the government sector, Grainger's work reflects understanding the values and processes associated with public procurement, including the requirements of each agency. Grainger's Government Sales Team, solely dedicated to government and healthcare customers, comprehends the budgetary processes that agencies rely on, and the competitive and transparency requirements related to acquiring goods and services. We align the compliance structures of the sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies small and large.

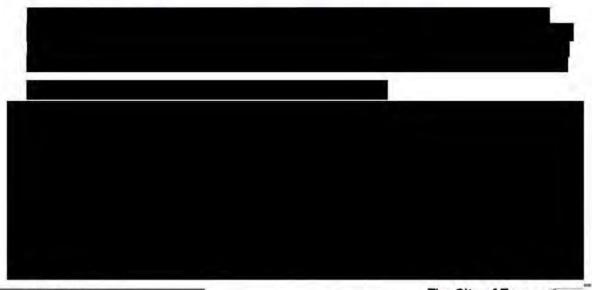
Experience drives Grainger's commitment to understand requirements and challenges. Grainger value includes:

- Designated Sales Team expertise and experience assisting all Members.
- Deep Technical and Customer Service and Digital Platform infrastructure to assist customers search and choose products.
- A US Customer Contact Center network that responds to 73,000 customer interactions per day, including 20,000 orders via phone, e-mail, and chat.
- Support Team providing reporting and compliance structures.
- Branch Team Members assist customers in kitting and staging products.
- Companywide expertise and experience in responding to large and small emergency environments.

Grainger's 13-year history with the City of Tucson and OMNIA Partners reflects a relationship of devoted partnership. Our experience under the current agreement shapes much of how we structure our offers in the public sector. We embrace the opportunity to continue to serve the City of Tucson/OMNIA Partners' Members while expanding its customer base.

### 4. TOTAL NUMBER & LOCATIONS OF SALESPERSONS

Provide the total number and location of salespersons employed by your firm.







### 5. NUMBER & LOCATION OF SUPPORT CENTERS

Number and location of support centers (if applicable).

Grainger has three customer contact centers encompassing 1,800 Customer Support Associates. These contact centers are in Janesville, Wisconsin, Lake Forest, IL, and Phoenix, Arizona. Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat, and email. Bilingual support is provided.

The City of Tucson is supported by the Grainger Branch located at 3415 S. Dodge Blvd., Tucson, AZ, 85713-5434. It is part of Grainger's network of 250 branches eo ra hicall located to rovide convenient su ort to our customers.

Please see Exhibit 06 Grainger US Branch & DC Locations which provides address information.

### 6. TEAM MEMBER QUALIFICATIONS

Describe the qualifications of your sales personnel and technicians.

• Sales Personnel | Grainger's team of dedicated Government sellers are located
• throughout all 50 states and provide full geographic coverage of all state and local government members. They are specifically trained to manage government contracts and customers. All Grainger's sellers participate in Public Sector training and are required to certical mulal their Government Compliance Training and Grainger's Code of Ethics.

Across all Grainger disciplines is an understanding and commitment to how government agencies purchase goods and services, how agencies are funded and the compliance and transparency responsibilities that accompany the sector.

 Field Safety | Grainger's Field Safety Professionals bring in-field education, experience, and expertise to help customers address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, and productivity improvements.

Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

- ✓ Certified Safety Professional (CSP)
- ✓ Associate Safety Professional (ASP)
- ✓ Safety Trained Supervisor (STS)
- Grainger Onsite Team Members | are well versed in inventory management techniques, ordering processes, customer communications, inventory analytics, and the breadth of Grainger product and service offerings. In addition to managing your Grainger inventory, these regularly scheduled Onsite Team Members provide additional ongoing support including assisting with identifying Grainger product solutions, placing purchase orders, and addressing your invoicing and order expediting inquiries.
- Grainger's Technical Product Support Team | is a customer service group dedicated to



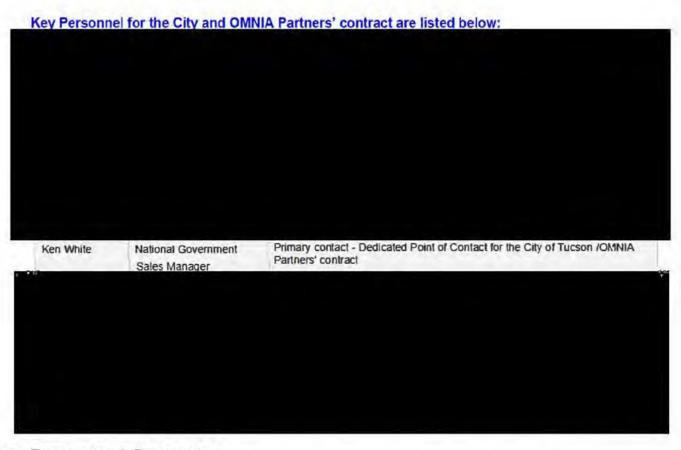


helping customers identify the right product for their application, troubleshoot issues, and provide expert advice and knowledge. Our team members have over 1000 years of combined hand on experience in their respective fields, including: Master Electricians, HVAC Service, Master Plumbers, Certified Safety Coordinators, Foundry Shop Foremen, Technical School instructors, City Maintenance Foremen, Manufacturing Assembly, Pneumatics Specialists and Pump Sales Engineers.

### 7. KEY PERSONNEL

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

Grainger has established a framework to address the City of Tucson/OMNIA Partners' contract management. Inquiries are addressed initially by the Member-aligned Grainger seller who engages necessary resources to address customer inquiries. If any matter cannot be resolved by Grainger's aligned Member seller, the seller will engage their immediate supervisor and escalate the matter to Grainger leadership until the issue is resolved.



### 8. EXPERIENCE & REFERENCES

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

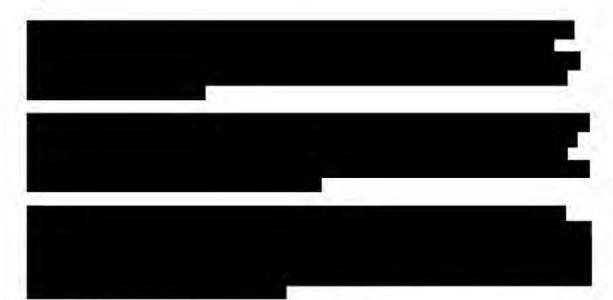






# 9. ADDITIONAL INFORMATION

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





Grainger team members came together to assemble Science, Technology, Engineering and Math (STEM) literacy kits for child victims of domestic violence, ages K-5th grade.





# Grainger has been the recipient of the following awards over the past 2 years:

# 2024 Awards

(year to date through March 12, 2024)

#### Glassdoor

- Best Places to work 2024 Barron's:
- 100 Most Sustainable Companies

### Sustainability Yearbook Sustainalytics

· ESG Industry Top Rated Company

#### Human Rights Campaign Foundation -

- LGBTQ+ Workplace Inclusion Newsweek:
- America's Greenest Companies 2024

#### Forbes:

· America's Best Large Employers



### 2023 Awards

#### Fortune

- Best Workplaces
  - · For Women
  - · For Millennials
  - · In Chicago
- Top 100
  - · Best Companies to Work for
- Most
  - · World's Most Admired
  - · America's Most Innovative

#### MDM:

- · Top Industrial Distributor
- · Top MRO Distributor

#### Time

· World's Best Companies

#### Great Place to Work: Certified Built In

- · U.S. Best Places to Work
- · U.S. Best Large Places to Work
- · Chicago Best Places to Work
- Chicago Best Large Places to Work

#### **Human Rights Campaign** Foundation -

- LGBTQ+ Workplace inclusion Disability Equality Inc.
- · Best Places to Work
  - Score of 100

### National Organization on Disability (NOD)

· Leading Disability Employer

### Forbes:

- Global 2000
- · Best-In-State Employers
- · America's Best Employer's for Diversity

### Diversity Inc.

- Top Ranked Regional Companies
- Top 50 Noteworthy List

#### Newsweek:

- America's Most Responsible Companies
- America's Greatest Workplace for Women
- · Most Trustworthy Companies in America

### Campus Forward:



# 2022 Awards

### Fortune

- · Best Workplaces for Women
- · 100 Best Companies to Work for
- · Fortune 500
- · World's Most Admired Companies

### Military Times Best for Vets Wall Street Journal

 Top 250 Best Managed Companies

Industrial Distribution Big 50 List

### Great Place to Work: Certified Built In

- · U.S. Best Places to Work
- · U.S. Best Large Places to Work
- · Chicago Best Places to Work
- Chicago Best Large Places to Work

### **Human Rights Campaign** Foundation -

- LGBTQ+ Workplace Inclusion Campus Forward:
- · Large Early Career Program







### SUMMARY

Throughout Grainger's response to the City of Tucson/OMNIA Partners Request for Proposals to provide Maintenance, Repair and Operations products and services to government and institutional sector agencies, we have strived to relate our deep commitment to the public sector. This is reflected in our competitive pricing, broad and accessible products, ability to deliver products when needed and digital platforms that make shopping easier. Team Member expertise reflects our commitment to be essential to every City of Tucson/OMNIA Partner Member. It is a privilege to work with the City of Tucson/OMNIA Partners. Our proposal seeks to continue the trust you have placed in us.

Thank you for considering our proposal







# **Appendix**

Please see the following information included in as a separate PDF attachment.

#### Services

- 1. Exhibit 01 Sourcing Terms and Conditions
- 2. Exhibit 02 WWW ESG Report
- 3. Exhibit 03 Grainger Safety Assessment
- 4. Exhibit 06 Grainger US Branch 7 DC Locations

# Other Requested or Referred-to Information

- 5. Exhibit 04-1 Sample Invoice
- 6. Exhibit 04-2 Sample Invoice
- 7. Exhibit 05 Item Purchase History (IPH) Report
- 8. Exhibit 07 City of Tucson Business License

**REQUEST FOR PROPOSAL NO. 240078** 

Page **29** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

#### SPECIAL TERMS AND CONDITIONS G.

# G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume **Expenditures** (SAVE) cooperative. http://www.tucsonprocurement.com/coop partners.aspx and click on "Cooperatives" for a list of agencies Cooperative Purchasing Agreements with have City; http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

# G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

# G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

# G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

### G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

**REQUEST FOR PROPOSAL NO. 240078** 

Page 30 of 45
RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

# G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

# **G.7. SUBCONTRACTORS**

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

# G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

Page 31 of 45
RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# H. INSURANCE REQUIREMENTS

# H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

# H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: \$1,000,000

B. General Aggregate: \$2,000,000

C. Products & Completed Operations Aggregate: \$2,000,000

D. Personal and Advertising Injury: \$1,000,000

E. Blanket Contractual Liability: \$1,000,000

# H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

# H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory

B. Employer's Liability: \$1,000,000

C. Disease Each Employee: \$1,000,000

D. Disease Policy Limit: \$1,000,000

E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Page **32** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# **H.5. Policy Change Notice**

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

# H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

# H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

# H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

# H.9. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**REQUEST FOR PROPOSAL NO. 240078** 

Page **33** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

# H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

# H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

Page **34** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

# I. STANDARD TERMS AND CONDITIONS

# I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

# I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

# I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

# I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

### I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

# I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

**REQUEST FOR PROPOSAL NO. 240078** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

Page **35** of **45** 

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

# I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

# I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

### I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

# I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

# I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

**REQUEST FOR PROPOSAL NO. 240078** 

Page **36** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

# I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

# I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

# I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

# I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

# I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

# I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

**REQUEST FOR PROPOSAL NO. 240078** 

Page **37** of **45** RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

# I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

# I.19. CONFLICTS OF INTEREST

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

# I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

**REQUEST FOR PROPOSAL NO. 240078** 

Page 38 of 45
RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

# I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

# I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

### I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

# 1.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

# I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

**REQUEST FOR PROPOSAL NO. 240078** 

Page 39 of 45
RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

# I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

# I.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

# I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

# I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

PH: (520) 837-4081

Page 40 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

# I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

### I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

# I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

Page **41** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

# I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

# 1.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

# I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

# I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

# I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

Page **42** of **45** 

- B. the State of Arizona minimum wage
- C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: <a href="https://www.tucsonaz.gov/minimumwage">www.tucsonaz.gov/minimumwage</a>

## I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

#### **REQUEST FOR PROPOSAL NO. 240078**

Page 43 of 45 RESPONSIBLE CONTRACT OFFICER: Matthew Sage PH: (520) 837-4081

#### J. VENDOR QUESTIONNAIRE

#### J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by \_\_\_\_0\_%, if payment is made within \_\_NA\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.

## J.2. Cooperative Purchasing Program

## Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes

X No

If yes, state percentage.

## J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License? Yes.

If yes, please provide a copy of your City of Tucson Business license in the next question.

## City of Tucson Business License

If yes on the above question please upload your business license. Please see Exhibit 07.

#### J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

## Technical Proposal\*

Please upload your Vendor Response to Evaluation Criteria.

\*Response required

## Pricing Proposal\*

Please upload your Pricing Proposal (if applicable).

\*Response required

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 240078** 

Page **44** of **45** 

RESPONSIBLE CONTRACT OFFICER: Matthew Sage

PH: (520) 837-4081

## Offer and Acceptance Form\*

Please upload the signed Offer and Acceptance Form.

\*Response required

## **OFFER AND ACCEPTANCE**

## **OFFER**

TΩ	THE	CITY	OF	TU	CSC	)N:

**TO THE CITY OF TUCSON:**The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendum in the Request for Proposal which is incorporated by reference as if fully set forth herein.

	For clarification of this offer, contact:
W.W. Grainger, Inc.	Name: Ken White
Company Name	
100 Grainger Parkway	Title: National Government Sales Manager
Address	
Lake Forest IL 60045	Phone:
City State Zip	
Signature of Person Authorized to Sign	Fax: NA
Signature of Person Additionized to Sign	
Ken White Printed Name	E-mail: ken.white@grainger.com
National Government Sales Manager	
Title	
ACCEPTANCE	<u>OF OFFER</u>
The Offer is hereby accepted. The Contractor is now bound Contract. This Contract shall be referred to as Contract No.	
CITY OF TUCSON, a municipal corporation	
Approved as to form:	Awarded:
This <u>2nd</u> day of <u>October</u> 20 24	This 2nd day of October 2024
Regina Wassen for	Nathan Davn

#### PPA ATTACHMENT F



#### Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Exhibit A Response for National Cooperative Contract
- Exhibit B Administration Agreement, Example
- Exhibit C Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D Principal Procurement Agency Certificate, Example
- Exhibit E Contract Sales Reporting Template
- Exhibit F Federal Funds Certifications
- Exhibit G New Jersey Business Compliance
- Exhibit H Advertising Compliance Requirement

#### CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc. ("Grainger"). Sections redacted are Confidential and Proprietary, Trade Secret protected. The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Member without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and, following notice to the City of Tucson and Omnia Partners, Grainger reserves the right to revise proposal prices.

Version June 28, 2023

# **Exhibit A Response for National Cooperative Contract**

### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### 1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

#### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

## 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

#### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.



#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

#### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.



### 3.1 Company

 A. Brief history and description of Supplier to include experience providing similar products and services.

Overview: With 2023 sales of \$16.5 billion, Grainger is the largest broad line Maintenance, Repair and Operations (MRO) distributor in the US and Canada. We serve more than 4.5 million corporate, government and institutional customers worldwide with innovative technology and deep customer relationships. Our customers have access to more than 1.6 million products and solutions via our purpose-driven culture and making a positive impact on our communities and the environment.

For over 97 years, Grainger has remained committed to helping professionals keep their operations running and their people safe by staying ahead of customer needs. Grainger's advantaged supply chain network supports multichannel offerings including branches, eCommerce channels and comprehensive inventory management. Grainger embraces its responsibilities to its customers, shareholders, and the communities it serves via:

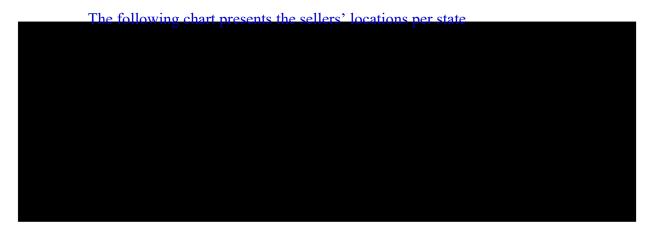
- A strategic US distribution network of 250 branches, 6 bulk warehouses and 14 distribution centers (DC) supporting the City of Tucson and OMNIA Partners' Members with future DCs in Houston, TX, and Gresham, OR.
- An extensive product line and over \$2.3 billion of on-hand inventory to meet agency requirements.
- Most customers receive next day product delivery; most in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing state and local government and healthcare sector multi-state, complex, nationwide contracts.

Grainger holds an advantaged position with its team member expertise, supply chain proficiencies and a broad in-stock product offering. We commit substantial investment to product acquisition, maintaining high inventory, delivery infrastructure, technology that discerns what products customers need and in the technical expertise of sales and technical support teams.

B. Total number and location of salespersons employed by Supplier.

Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.





C. Number and location of support centers (if applicable) and location of corporate office.

Grainger has three **Customer Contact Centers** that support over 1,800 Customer Support Associates. These contact centers are in Janesville, Wisconsin, Lake Forest, Illinois, and Phoenix, Arizona. Grainger contact centers are available 24 hours a day, 7 days a week to assist customers through phone, chat, and email.

Grainger's corporate headquarters is located in Lake Forest, IL.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years: **2021:** \$13B | **2022:** \$15.2B | **2023:** \$16.5B

✓ Submit FEIN and Dunn & Bradstreet report.

**FEIN:** 36-1150280

**D&B:** 005-10-3494 | *Please see Exhibit 001 D&B report* 

included with our submission.

E. Describe any green or environmental initiatives or policies.

Grainger recognizes the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations. Since 2009, Grainger has annually disclosed to the Carbon Disclosure Project (CDP), providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.



Our initiatives to reduce dependence on non-renewable energy consumption include: 1. Increasing solar energy use at our facilities, 2. Improving technology and efficiency in our building management systems, 3. Implementing high-efficiency HVAC life cycle replacements, and 4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Our current climate target, set in 2020, is to reduce global absolute Scope 1 direct emissions (those owned or controlled by a company) and Scope 2 indirect emissions (those emissions that are a consequence of the activities of the company but from sources owned or controlled by a company) by 50% by 2030, using a 2018 baseline. This target aligns our Scope 1 and Scope 2 reductions with the level of reduction required to limit global temperature rise to 1.5 degrees Celsius. Steady progress has been made toward achieving this target. Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%. In 2022, our total global Scope 1 and Scope 2 (market based) GHG emissions totaled nearly 92,000 metric tons of CO2e.

Grainger recognizes the importance of reducing Scope 3 emissions to mitigate climate risks and our environmental impact. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. Most of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to most of our Scope 3 emissions.

We continue this progress by refining our calculation methodology, improving our data sources, and engaging with suppliers and partners, particularly those critical to how we serve our customers.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

#### **Diverse Partners to Use through the Master Agreement**

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services and diversity expertise including our network of diverse suppliers, authorized resellers, and service providers.

#### **Grainger's Supplier Diversity Program**

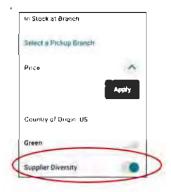
Version June 28, 2023



Grainger's Supplier Diversity Program affords Members access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program is designed to grow the sector while helping Members get their jobs done with quality products from diverse business enterprises (DBEs).

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:





Customer's may search easily for Supplier Diversity products on Grainger.com.

- More than \$2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person-owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

#### **Authorized Grainger Reseller Program**

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services and a broader selection of products.

Grainger and the authorized reseller will engage customers to discuss how best to serve the City of Tucson and OMNIA Partner Member including the



range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the customer can leverage Grainger's diversity solutions portfolio to achieve its goals.

#### **OMNIA Partners' Authorized Resellers and Certifications**

OMNIA Partners' Authorized Reseller	Certification
Aviate	SDVOSB, VOSBE, DSVOB, VBE, SBA, DVBE, SWaM
Black Box Safety	DVBE, SDVOSB, SLBE, SB, SDVOB, DVBE
Burgoon	WOSB, SBA, TXHub
Cal State Supply	SB
Collier Hardware	SB
Elevating Sales	DVBE, SB
Gordon Industrial	SB
Mavich	MBE, WBE, TXHub
Northgate	MBE
Pacific Office Solutions	WBE, KC SCS, SBA, WOSB, DBE
Peer Consultants	MWBE, MBE
Stygian	SBE, MBE, SB

Authorized Resellers above are aligned to the City of Tucson OMNIA Partners contract. (Grainger currently supports over 100 Authorized Resellers in our Diversity program.)

G.	Indicate if supplier holds any of the below certifications in any	classified
	areas and include proof of such certification in the response:	

~	Minority Women Business
	Enterprise Tyes No
	If yes, list certifying agency:
/	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  ☐ Yes ■ No
	If yes, list certifying agency:
/	Historically Underutilized Business (HUB) ☐ Yes No If yes, list certifying agency:
1	Historically Underutilized Business Zone Enterprise
	(HUBZone) ☐ Yes ☒ No If yes, list certifying agency:
/	Other recognized diversity certificate holder ☐ Yes ☑ No
	If yes, list certifying agency:



H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Grainger is an authorized distributor of MRO product and related services. As a distributor of services, Grainger does not retain or employ subcontractors, but instead offers Participating Entity Agencies access to suppliers, vendors, manufacturers and service providers that are vetted, insured, and contractually aligned with Grainger, selling product and service solutions to Participating Entity Agencies, saving them time, money and resources while keeping their people safe.

I. Describe how supplier differentiates itself from its competitors.

Grainger is the largest broad line MRO distributor in the US and Canada. Serving more than 4.5 million customers worldwide. We have the financial strength and reach to provide value to every customer in regular and emergency environments. This value, including dedicated salespeople and technical support experts, enables us to know in detail every customer and its challenges. The 1.6 million products and solutions offered is supplemented by enormous sourcing ability extending to 16,000 suppliers. Grainger's fundamental, to be essential to every customer, is the basis of investment in team members, product innovation, digital platforms and delivery to the customer.

Beyond financial resources, depth and availability of product, are advanced digital platforms shaped to customer ease of search and purchase. By knowing the customer in detail, Grainger anticipates customer need and designs its digital purchasing platforms to assist customer search, compare and purchase processes.

Grainger is a value-based company. Our work supporting OMNIA Partners' Members is the highest of responsibilities. If fortunate, Grainger will continue to serve the City of Tucson and OMNIA Partners' Members by understanding the responsibilities and challenges of each and all that this RFP entails. By doing the right things the right way, we benefit our customers, communities where we live and work and our shareholders.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees,



consumers, competitors, suppliers, or governmental entities. As a government contractor selling to federal, state, and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

- K. Felony Conviction Notice: Indicate if the supplier
  - ✓ is a publicly held corporation and this reporting requirement is not applicable;
  - ✓ is not owned or operated by anyone who has been convicted of a felony; or
  - ✓ is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against supplier.

#### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Grainger's proposal encompasses its **entire catalog of 1.6 million MRO products** and services **covering the breadth of MRO categories.** Our offering captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. The portfolio is continually enhanced to meet evolving customer needs.

**Products include the following MRO categories:** 

Version June 28, 2023



### REQUESTED PRODUCTS

The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

C	ategory	Key S	ub-Categories	
•	Motors & Power Transmission 25 Subcategories ~ 81 Manufacturers	- General - Definite Purpose - HVAC Motors - Gear Motors - Bearings	V-Belts & Accessories     Sheaves & Pulleys     Shaft Couplings, Collars & Universal Joints     Power Transmission Belts     Speed Controls	
(8)	Electrical Supplies 35 Subcategories ~ 240 Mfr. / Suppliers	- Distribution - Controls - Wire - Cable - Voice & Data Supplies	- Switches - Starters & Contactors - Fuses, Relays, Plugs, & Receptacles - Wire Management & Connectors - Extension Cords & Outlet Strips	
ţĮI	Lighting 17 Subcategories ~ 108 Manufacturers	- Lamps - Ballasts - Fixtures - Task Lighting - Flashlights & Balteries	Lighting Controls & Cantrol Systems     Bulb & Lamp Recycling     Emergency Lighting & Exit Signs     Indoor LED Light Fixtures     Job Site Lighting	
T	Tools  50 Subcategories ~ 286 Manufacturers	- Hand Tools - Power Tools - Outdoor Tools - Automotive Tools - Tool Storage	- Hammers & Striking Tools - Plumbing Tools - Demolition Tools & Equipment - Finishing Tools - Electrical Tools	
	Measuring Tools & Test Instruments 28 Subcategories ~ 150 Manufacturers	- Calipers - Gauges - Inspection - Micrometers - Multimeters	Pressure & Vacuum Measuring     Electrical Power Testing     Temperature & Humidity Measuring     Nonelectrical Properties Testing     Data Recording	
111	Pneumatics 13 Subcategories ~ 117 Manufacturers	- Pneumatic Tool & System Components - Air Compressors - Hydraulics - Pneumatic Hose Fittings & Couplings - Compressed Air Treatment	- Hydraulic Hose Fittings & Couplings - Hydraulic Filtration - Hydraulic Valves - Hydraulic Hoses - Distribution Equipment	
(One	Machining & Cutting Tools 69 Subcategories ~ 170 Manufacturers	- Drill Bits - Taps & Dies - Blades - Counterbores & Countersinks - Abrasives	- Threading - Milling - Sanding Disks & Kits - Cut-Off & Grinding Wheels - Sanding Belts & Kits	
	Material Handling, Storage & Packaging 62 Subcategories ~430 Manufacturers	- Ladders - Hoists - Shelving - Strorage - Furniture	- Packaging - Casters - Carts & Trucks - Drums - Pallet Jacks	
5	Welding 24 Subcategories ~ 70 Manufacturers	- Welding Equipment & Supplies - Filler Metals - Welding Safety Equipment - Soldering - TIG Welding & Accessories	- MIG Welding & Accessories     - Welding Supplies     - Plasma Cutting & Accessories     - Welding Cables Grounds & Accessories     - Welding Chemicals	



REQUESTED PRODUCTS (continued)

The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.

	Fasteners & Adhesives 26 Subcategories ~103 Manufacturers	- Nuts, bolts, washers, screws - Hooks, flat stock - Raw Materials (Metal, Rubber, Plastic) - Glue & Cement	- Tapes - Threadlockers - Adhesives & Glue - Concrete, Asphalt & Masonry - Dispensing Guns
U	Lubricants, Sealants & Paint 25 Subcategories ~148 Manufacturers	- Grease - Oil - Penetrates Sealants - Caulk - Paint	- Lubricants - Oilers, Reservoirs & Sprayers - Grease Feeders & Precision Metering Pumps - Stains & Equipment - Paint Booths, Paint Sprayers & Tools
	Safety & Security Supplies 59 Subcategories ~ 450 Mfr. / Suppliers	- Spill Containment & Storage - Fire Protection - Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory - Instrumentation	- Signs, labels, tags & security - Door & Window Security - Alarms & Warnings - Video Surveillance - Access Barriers & Crowd Control
	Cleaning Equipment & Supplies 17 Subcategories - 300 Manufacturers	- Chemicals - Equipment - Restroom - Paper - Waste Containers	- Cleaning - Odor Control - Janitorial Carts & Supply Holders - Trash Bags - Waste Containers
72	HVAC Supplies 27 Subcategories ~ 270 Manufacturers	- Controls - Heaters - Air Conditioning - Air Treatment - Fans	- Ventilators - Blowers - Central Equipment - Air Filters - HVAC Controls & Thermostats
S	Pumps & Plumbing 60 Subcategories ~ 320 Manufacturers	- Submersible, Centrifugal, Water System & Displacement Pumps - Pipe, Valves, Heaters, Coolers, Filtration & Faucets - Pipe Fittings & Couplings - Pipe & Tubing	- Tube Fittings - Toilets, Urinals, & Repair Parts - Faucets, Hose Bibs, & Hydrants - Shut-Off Valves - Drum Pumps - Sump, Effluent & Sewage Pumps
40	Emergency Preparedness 26 Subcategories - 59 Manufacturers	- Sand Bags - First Aid Supplies - Diaster Recovery Products - Emergency Water & Food Rations - Decontamination Shower	Incident Command & Triage Supplies     Emergency Response Cots & Beds     Earthquake Safety Devices     Off-Grid Energy Equipment & Accessories     Emergency Lightstick

15 Version June 28, 2023



OTHER Product Categories Sub-Categories					
	Sourcing	Non-Grainger catalog products & services			
	Fleet & Vehicle Maintenance 19 Subcategories ~ 300 Manufacturers	- Tire & Wheel - Automotive Electrical - Automotive Maintenance Tools - Automotive Chemicals - Automotive Towing	- Automotive Exterior - Automotive Mechanical - Vehicle Lighting - Automotive Cleaning/Appearance - Automotive Interior		
#	Hardware 18 Subcategories ~ 120 Manufacturers	- Door Hardware - Hardware Supplies - O-Rings & O-Ring Kits - Latches, Hasps, & Hinges - Door Locks & Deadbotts	- Magnets & Magnetic Strips     - Window Hardware     - Electromagnetic Locking Systems     - Braces & Brackets     - Springs		
	Office Supplies 23 Subcategories ~ 180 Manufacturers	- Boards & Easels - Writing & Correction - Computer Supplies & Media - Office Paper & Notebooks - Office Organizers	- Flags, Flag Poles & Accessories - Binders & Clipboards - Calendars & Planners - Document Covers, Displays & Frames - Laminating & Binding Equipment		
0	Lab Supplies 24 Subcategories ~ 200 Manufacturers	- Labware & Lab Chemicals - Water Testing Equipment & Meters - Lab Consumables - Lab Ovens, Heating & Refrigeration	- Lab Utensils - Lab Instruments - Lab Storage & Transport - Particle Sizing - Lab Equipment		
	Outdoor Equipment 23 Subcategories ~220 Manufacturers	- Insect & Pest Control - Pressure Washers & Accessories - Garden Hoses & Sprinkler Systems - Shovels, Tampers & Digging Tools	- Sprayers & Spreaders - Cutting & Pruning Tools - Snow & Ice Removal - Power Brushes, Yard Vacuums & Leaf Blowers - Rakes & Cultivating Tools - Fencing & Fencing Hardware		
0.0	Electronics & Appliances 5 Subcategories ~ 100 Manufacturers	- Two-way Radios & Accessories - Communications - Electronic Communication Equipment - Intercoms & Speakers - Batteries & Battery Chargers - Food Service Disposacies &	- Audio Equipment     - Video Equipment     - Data Entry Devices & Accessories     - Ovens, Refrigerators, Ice Machines     - Food Processesors, Garbage Disposals & Hardware		
	Hospitality & Food Service 30 Subcategories ~ 139 Manufacturers	Dispensers - Food Service Cookware & Preparation - Food Service Snack Foods & Condiments	<ul> <li>Food Processing</li> <li>Food Service Storage &amp; Transpert</li> <li>Hospitality Uniforms &amp; Workwear</li> <li>Food Service Apparel</li> <li>Guest Room Amenities</li> </ul>		
V	Reference & Learning Supplies 5 Subcategories 11 Manufacturers	- Classroom Supplies - Books & Book Supplies			

Version June 28, 2023



**Services**: Grainger's services illustrated below will be made available to the City of Tucson and OMNIA Partners' Members and include:

Sourcing	Consulting Services	Safety Services	Inventory Management	Sustainability Solutions	Services & Solutions	Emergency Preparedness	Training & Education
Q		8		1		(A)	2
Access to 5M+ Additional Products	Storeroom Layout & Optimization	Field Safety Professionals Audits & Assessments	Vendor Managed Inventory (VMI) Solutions	60,000 EPP Products	Safety Services Lock-Out / Tag- Out, Fall Protection, Turnarounds	24/7 Disaster Support	Grainger KnowHow® Online Training
Over 16,000 Grainger Sourcing Suppliers	Procure to Pay Baseline	Grainger Site Assessment	Vending	Sustainability Landing Page	Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations	Extended Branch Hours	Specialty Workshops & Technical Training
Product Line Extensions	Product Standardization	Online Solution Center	Managed (Grainger & Non-Grainger	Sustainable Services: Energy, Waste, Air Quality & Water	Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment	Emergency Preparedness Catalog	Fee-Based Training by Vetted, Insured Third-Party Suppliers
Flexible Fulfillment including Drop-Ship	Supplier Consolidation	Managed Footwear Program & Shoemobile	Customer Managed (CMI) Solutions	Member Rebates	Custom Product Center	Emergency Preparedness Landing Page	Grainger Show Face-to-Face Supplier Trainings
Dedicated Team	Data Quality	Prescription Eyewear Program	Onsite Store & Trailer	Lighting Services	EHS Digital Services	Critical Supplies Prepositioned for Members	Onsite Key Supplier Training

Similar to Grainger continually adding products to its catalog, as new services become available, Grainger will automatically make each available to Participating Agencies and OMNIA Partners' Members.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Grainger products and services are offered throughout the United States, the District of Columbia, and US Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each customer. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a customer's location, and what the fastest means of delivery are.

Through this world class supply chain, Grainger fulfills most orders within 2 service days. Grainger also has ability to use local delivery sources, such as messenger services or common carriers, for emergency deliveries.



In respect to services, the Grainger sales team partners with Members to identify and implement services based on Member requirements. For fee-based services, we leverage a **nationwide network of third-party providers** in the areas of EH&S, Energy, and Facility solutions, helping customers address critical external and operational challenges they face every day.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Grainger's pricing team will apply coding to each Participating Agencies' account numbers (locations) within our company wide SAP Business Enterprise System. This coding will include the Master Agreement's pricing and freight terms, as well as all contract terms and conditions unique to your agreement. No matter the ordering channel accessed, the Participating Agency's specific contract pricing will be available to all locations via the customer's account number.

If a Member seeks to perform an audit, Grainger will assist in providing reporting for historic purchases including price, category, or other information. Data up to three years beyond the order invoice data and/or purchase order history up to three years beyond the order invoice date is available. Members can also verify Contract Reference Price on grainger.com or download OMNIA Partners' market basket pricing.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third-party suppliers or manufacturers may ship product direct to Grainger customers.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Grainger's distribution network includes 14 Distribution Centers with 16.5 million square feet and 250 US branch locations, each carrying approximately \$1 M of inventory. Storage capacity has been increased by recent investment in six new bulk warehouses nationally. Grainger's over \$2.3 billion in on-hand inventory is supported by a network of over 4,5000 Grainger key suppliers and manufacturers.

**Branch Network:** Each of the 250 branches carries inventory ranging from \$1.7 M to \$10 M within 23,000 square feet and average 13 employees. Branch locations operate Monday – Friday, 8am – 5pm local time, with some variance in hours. Branch team members will assist the City of Tucson and OMNIA



Partners' Members with purchasing decisions. Emergency support is available 24/7.

**Distribution Centers**: Grainger DC's range in size from 35,000 to 1,500,000 million square feet; 5 exceed 1,000,000 square feet. Two new DCs currently under construction in Houston, TX, and in Gresham, OR will contain 1.2 M sq ft and 535,000 sq ft, respectively. Stocking approximately 1.4 million of the fastest selling products, Grainger's technology systems and equipment enable most customer orders and branch inventory replenishment to be met by the DCs. The DCs ship orders directly to the customer or branch location. The following chart provides details of each DC:

Location	SKUs	Square Footage	Inventory Value
Southaven, MS	111,000	230,000	\$35M
Cleveland, OH	134,000	395,000	\$60M
Dallas, TX	150,000	560,000	\$90M
Greenville, SC	305,000	1.1 million	\$135M
Jacksonville, FL	119,000	230,000	\$35M
Kansas City, MO	131,000	1.3 million	\$60M
Minooka, IL	464,000	1.1 million	\$195M
Mira Loma, CA	133,000	345,000	\$60M
Patterson, CA	269,000	820,000	\$120M
Bordentown, NJ	283,000	1.3 million	\$150M
Denver, CO	73,000	45,000	\$9M
Plymouth, MN	89,000	35,000	\$10M
Seattle, WA	88,000	56,000	\$13M
Louisville, KY	200,000	1.5 million	\$70M

Please see *Exhibit O02 Grainger US Branch Locations* which provides address information.

Grainger's US Distribution Network





### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:



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



ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days







B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

**Existing Members:** Upon award, existing Members that are purchasing products under the current City of Tucson contract will be automatically transitioned to the new Master Agreement from the first day it takes effect. No further action will be needed; however, some Members may require agreement to additional terms to affiliate to the contract. We will work through this with each Member if required.

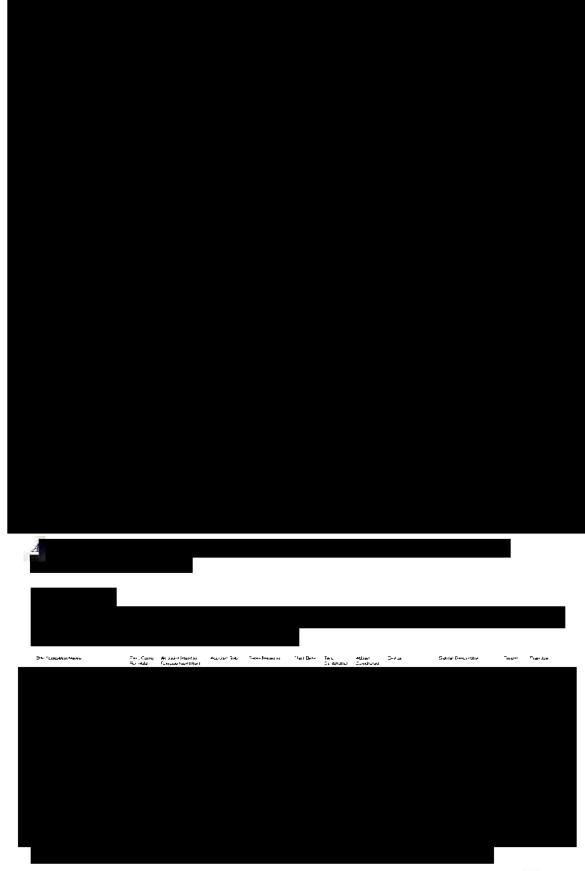
**Prospective Public Agencies:** New public agency customers seeking to use the City of Tucson and OMNIA Partners Master agreement will execute an affiliation document. Affiliation declaration can be done electronically through the dedicated OMNIA Partners landing page as well as Grainger.com.





Electronic Affiliation Document for Prospective Public Agencies which can be quickly completed to affiliate to the City of Tucson / OMNIA Partners' Master Agreement.







i. Creation and distribution of a co-branded press release to trade publications



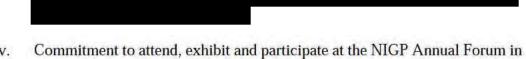
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days



 Design, publication and distribution of co-branded marketing materials within first 90 days



iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

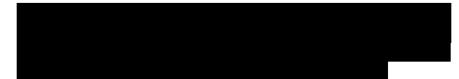


v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.





vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement



vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)



- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - · Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners





C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the incumbent supplier, Grainger recognizes the significance this new contract represents to customers. Our goal is to transition existing customers seamlessly and enable them to receive contract benefits immediately on Day 1 of contract term.

**Existing Customers:** Upon award, existing Grainger customers that are purchasing products under the existing City of Tucson contract **will be automatically transitioned** to the new Master Agreement from the first day it takes effect. **No further action will be needed.** 

Grainger holds other cooperative contracts. Please see Letter of Clarification.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

The current reciprocal Trademark License Agreement, allowing permission for reproduction consistent with Grainger's and OMNIA Partners guidelines, will be continued.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:



 Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency



Yes, Grainger requires that the Public Sector Sales Team members have knowledge of the Master Agreement, including that is competitively awarded, by a Principal Procurement Agency, the City of Tucson.

ii. Best government pricing



iii. No cost to participate

Yes, Grainger will confirm to all customers there is no cost to participate in the City of Tucson – OMNIA Partners Master Agreement.

- iv. Non-exclusiveGrainger confirms understanding of the above statement.
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts





Partners Master Agreement and its benefits and know the advantages regarding the use of cooperative agreements.

A national kick off call will be held by Grainger to develop and present the sales team training plan. Grainger's national sales force will be trained through national webinar sessions where all aspects of the new City of Tucson/OMNIA Partners Master Agreement will be reviewed and discussed. In addition, Grainger will work with OMNIA Partners to target specific markets for in-person Joint Planning Meetings.

Once implementation training is completed, regularly scheduled status meetings will be held throughout the life of the contract to gauge progress and resolve challenges. New Grainger team members will be provided background on the Master Agreement during these meetings.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts

Ken White will manage all Grainger resources to support the City of Tucson/OMNIA Partners Master Agreement including marketing, sales, sales support, financial reporting, and contracts.

Ken White Primary Point of Contact Senior National Government Sales Manager Email: <u>ken.white@grainger.com</u> Mobile: 720-988-7669



Grainger's Government Leadership Team and resources outlined below will support all aspects and requirements for the City of Tucson / OMNIA Partners Master Agreement.

Grainger's Leadership Team

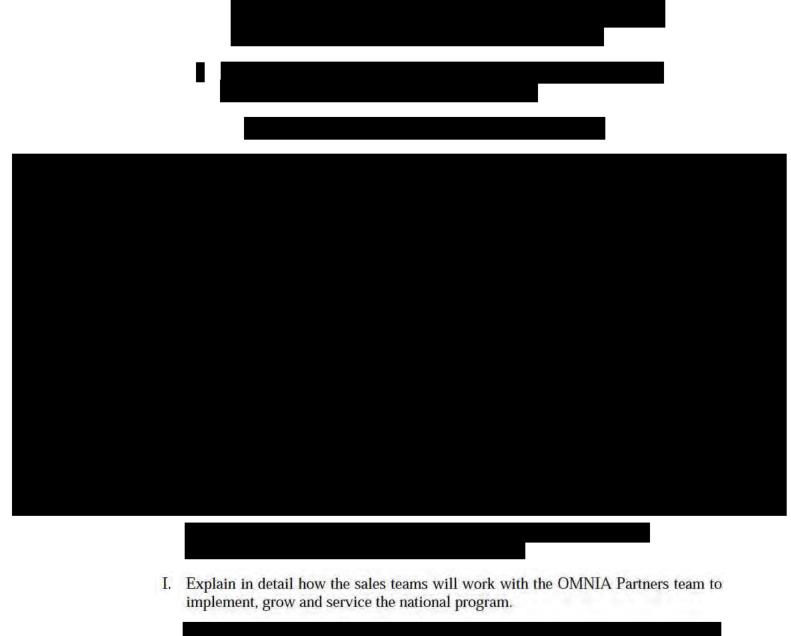




H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.





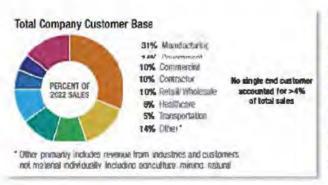




I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.



J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.



Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 sales of \$16.5 billion. Grainger has contracts across the 50 States and local governments, and with the Federal government. Please see Letter of Clarification.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Grainger's Digital Purchasing Channels: www.Grainger.com,



## Mobile Apps, ePro/EDI Punchout Capability and KeepStock Inventory Management

## Grainger.com Benefits (New features are in red)

	Grainger's eCommerc	e Online Ordering
	Access to over 1.6 million products for US sites	Search by Customer Part #
	Access to real-time contract pricing	<ul> <li>Setup approvals based on dollar amount or budgets by user</li> </ul>
	Compare Items	Auto Reorder
•	Self-Service tools like access to invoices, packing slips, and Proof of Delivery	Real-time product availability
	Order history and order status	eQuotes
	Personal and shared lists	Click to Call and chat support
•	Customizable order and line-level checkout fields	Pay invoices on <u>line</u>
	Branch Pickup	Bulk Order Pad
	Manage and Replenish KeepStock Program	<ul> <li>View Previously Purchased Products</li> </ul>
	Self-Service quote creation	Access multiple Account #s with 1 login with Multi Account User (MAU)

Grainger owns, operates, and manages its commercial online platform, Grainger.com. This solution is available on a desktop computer and on mobile devices. The scope of our ecommerce, shopping and delivery experience reflects a market leading position. We develop and manage our ecommerce systems to provide users an exceptional experience as they select, compare, evaluate, and purchase products on our mobile apps or through our website, knowing that they can track their purchases and product delivery.

#### Market Research

**Search, Find, and Compare** – Grainger.com is an intuitive, fully configured ecommerce solution with enhanced tools and effective purchasing controls. Searching for and comparing products, reviewing technical data and instructions, examining alternate products, evaluating pricing and completing a purchase can be fulfilled quickly on Grainger.com or the Grainger mobile app (available in the App Store and Google Play).

Advanced Search Functions of Grainger.com – Search functions include dynamic search and compare capabilities, expansive product information, photographs, price, product location and shipping information. Users can search, filter and review by Keywords, Description, Manufacturer/Brand, Model Number, Image (mobile applications), Cross Reference Number, National Stock Number (NSN), UNSPSC, Supplier Diversity, Relevant Categories, or via the Product Index. The system provides search term recommendations as users type the search terms in the type-ahead capability.

Search results are laid out logically for each specific category, with relevant technical specifications prominently displayed, making it easier to perform comparisons and the final product selection.

Customer Priority Products can be Searched - Grainger.com identifies



Government purchase priorities such as Green Products, Environmentally Preferred, Socio Economic- Small Business Status, Country of Origin and EPA Certified (i.e., Energy Star). *Grainger's platform allows customers to search by manufacturer or supplier. Customers can combine attributes to further refine their search.* 

**Technical Product Information** — Grainger provides extensive information on each product it offers, which often includes product manuals and video operating and information guides. Our product pages provide enhanced visibility for compliance information and associated documents. For relevant products, we also offer 360-degree views, CAD models and easier product selection using technical specifications. We have a team of Technical Product Specialist (TPS) available with deep experience to answer questions and assist the customer. Grainger relies on expertly curated product assortments to ensure high quality products that fit customer purposes.

**Pricing, Availability and Shipping Clarity** – Pricing is clearly presented for every product. Availability of the product and shipping schedules are prominently displayed as are item quantities. Products can be saved in the shopping cart and shared with colleagues.

Selecting and Purchasing – The customer clicks "Add to Cart" to purchase the product. By inspecting the cart and clicking "Proceed to Check out," the online cart will present the product price, quantity, and delivery date. Delivery information and payment method will be pre-filled with either pre-selected information or that appearing on the last order but can be adjusted by the user. The online cart will automatically populate information relating to the product – its part number, description, brand, quantity requested, price per item and total sale. Grainger.com recognizes the customer's tax-exempt status.

**Shipping** – The user can select delivery to an existing address or create new address locations. The delivery location can be modified during the order process.

**Agency Information** – Custom fields are provided to the Government purchaser for an agency's purchase order number, project or job number, requisition name, Department or component and delivery instructions.

**Purchase Approvals** – *Spend and approval requirements can be custom structured for any user.* Orders can be routed and edited to up to four individuals for approval, denial or forwarding. An e-mail will notify those in the review chain of any action. A reviewer many edit and approve, deny or forward an order. The status of each approval is shown on the account. Only orders with appropriate approvals are processed by Grainger. Any authorized user can receive a copy of the order, a denial or when forwarded for further action.

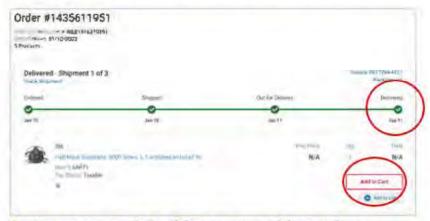
#### **Order Tracking & Proof of Delivery**

For Grainger.com orders, Grainger will send a PDF document recognizing

Version June 28, 2023 33



proof the order has been delivered by a carrier to the customer.



Customers can track the delivery status of their order on grainger.com.

#### Grainger's Order Management System

Grainger's Order Management System (OMS) on Grainger.com includes an Order Management Dashboard (shown below). Through its customizable spend-management and order-visibility functionality, OMS helps Members manage spend more efficiently. Members' eCommerce administrator can assign a spend limit for individual users per order, month, or year to ensure each user has one limit or a time-based budget.

### Other features on grainger.com include:

- Personal and Shared Lists: Create and share personalized lists of frequently purchased items with others on the account. This makes it easier to order the same items next time.
- Custom Catalog: Direct Members to the best values or restrict items
  that should not be ordered. Members can view "Your Products" or
  toggle between the Members' catalog and Grainger's general catalog.
  Grainger.com can also add Order Management to route products
  outside of custom catalog to route for Approval, driving compliance to
  desired products. Additionally, we can customize the Catalog Names
  displayed in grainger.com. (Grainger can default the starting catalog to
  either the Member's custom catalog or the Grainger full catalog.)

**Grainger Mobile App** for iPhone and Android devices is optimized for use on any smartphone. End-users have access to Grainger.com no matter the location: job site, truck, plant floor, and garage or maintenance shop. Using the mobile website or app, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out — with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.

#### **eProcurement**

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and payment.

Version June 28, 2023 34

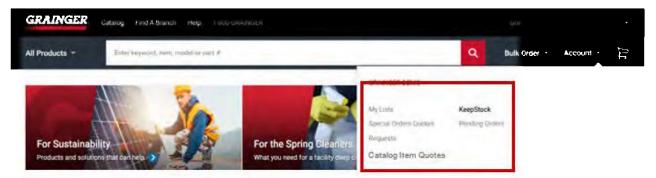


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Grainger eProcurement solutions can integrate Members' purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punchout experience. Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like 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.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.



Customers have efficient capabilities listed on their home screen when they sign into their account.

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:



**Supported eProcurement EDI 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

Version June 28, 2023



- Purchase Order Acknowledgement 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice 856 ANSIx12
- Functional Acknowledgement 997 ANSIx12

KeepStock® Web is central for managing Grainger inventory. It seamlessly integrates the KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide total visibility to the entire inventory. KeepStock Web provides on demand real-time reporting and tracking capability.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 00 in year one
\$ 00 in year two
\$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

#### Please see Letter of Clarification.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Version June 28, 2023 36



Detail Supplier's strategies under these options when responding to a solicitation.

In any circumstance where a Public Agency commences a further formal solicitation, including each of the scenarios presented, Grainger will evaluate the circumstances and determine the most effective path to pursue.

Please see Letter of Clarification.

## Appendix

### Please see the following items in the Appendix in a separate PDF:

- 1. Exhibit O01 Dunn and Bradstreet Report
- 2. Exhibit O02 Grainger US Branch Locations
- 3. Exhibit O03 NJ Employee Info Report Certificate

Version June 28, 2023 37



# **Exhibit B Administration Agreement, Example**

ADMINISTRATION AGREEMENT
THIS ADMINISTRATION AGREEMENT (this " <u>Agreement</u> ") is made this day of 20, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (" <u>OMNIA Partners</u> "), and (" <u>Supplier</u> ").
RECITALS
WHEREAS, the
WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;
WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;
<b>WHEREAS</b> , OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and
WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

#### **DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.



#### TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees



that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier



shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

#### Please see Letter of Clarification.

- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("<u>Contract Sales Report</u>"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

#### Please see Letter of Clarification.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole



discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Please see Letter of Clarification.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

#### A. OMNIA Partners:

OMNIA Partners 5001 Aspen Grove Franklin, TN 37067

Attention: Legal Department - Public Sector Contracting

		Attention. Legal Depa	1111
B.	Sup	oplier:	



- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
Example Only	
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date



# Exhibit C Master Intergovernmental Cooperative Purchasing Agreement, Example

#### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "OMNIA Partners"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("Participating Public Agencies"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,



including but not limited to any and all obligations to fully and accurately report discounts and incentives.

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("<u>GPO</u>") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS



PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
Example Only	
Authorized Signature	Signature
_	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date



# **Exhibit D Principal Procurement Agency Certificate, Example**

## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of <b>[PPA Name]</b> (" <u>Principal Procurement Agency</u> "), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Authorized Signature, [PPA Name]
Example Only
Signature
Name
Title
Date



## Exhibit E Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel: Example Only

	IANA	I A®	Supplier Name		Total Sales	\$0.00										
U	MN	IA	Contract Number		Admin Fee %											
PA	ARTNE	RS	Reporting Period		Total Admin Fee	\$0.00							FC	R OM	NIA USE	ONLY
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Nar
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### Exhibit F Federal Funds Certifications

## FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### Please see Letter of Clarification.

#### **DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan:
    - (iv) A loan guarantee; or
    - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
  - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.



**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

## 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at  $\underline{52.204-26}$ , Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at  $\underline{52.212-3}$ , Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services" in paragraph (c)(2) of the provision at  $\underline{52.204-26}$ , or in paragraph (v)(2)(ii) of the provision at  $\underline{52.204-26}$ , or in paragraph (v)(2)(ii) of the provision at  $\underline{52.204-26}$ .



Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

#### (b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<a href="https://www.sam.gov">https://www.sam.gov</a>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
  - (d) Representation. The Offeror represents that—
- (1) It □ will, ▼ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It  $\Box$  does,  $\mbox{\ \ M}$  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
  - (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.
  - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
  - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.



- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
  - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
  - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).



Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

#### (b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

#### (d) Reporting requirement.

or

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.



(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

awarded by the Participating Agency and the Appendix II to Part 200, as applicable.	the Participating Ag	ency's subcontracto	rs shall cont	tain the procu	rement provision	s o
APPENDIX II TO 2 CFR PART 200						
(A) Contracts for more than the simplification amount determined by the Civilian Action (Councils) as authorized by 41 U.S.C. 1 where contractors violate or breach contractors	gency Acquisition 1908, must addres	Council and the sadministrative, c	Defense Ao ontractual,	equisition Ro or legal rem	egulations Cou nedies in instan	nci
Pursuant to Federal Rule (A) above, when rights and privileges under the applicable laby either party.						
Does offeror agree? <b>YES</b>	KI	v	_Initials of	Authorized	Representative	0
(B) Termination for cause and for converge (B) (B) (B) (B) (B) (C) (B) (C) (B) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C			e including	the manner	by which it will	be
Pursuant to Federal Rule (B) above, when right to immediately terminate any agreen breach or default of the agreement by Offe	nent in excess of \$	10,000 resulting fror	n this procu			
Does offeror agree? YES offeror	KI	V	_Initials of	Authorized	Representative	0
(C) Equal Employment Opportunity. Ex definition of "federally assisted constru provided under 41 CFR 60-1.4(b), in acco 12319, 12935, 3 CFR Part, 1964-1965 Co 11246 Relating to Equal Employment O Contract Compliance Programs, Equal E	ction contract" in ordance with Execump., p. 339), as am pportunity," and in	41 CFR Part 60-1.3 utive Order 11246, ' ended by Executive oplementing regula	must inclu "Equal Emp e Order 113 ations at 41	de the equal ployment Opp 75, "Amendi CFR part 60	opportunity cla portunity" (30 C ng Executive Or	use CFF de
Pursuant to Federal Rule (C) above, when contract, the equal opportunity clause is inc			ıl funds on a	ny federally a	assisted construc	tior
Does offeror agree to abide by the above?	YES	KW	_Initials of A	uthorized Rep	oresentative of off	erc
(D) Davis-Bacon Act, as amended (40 construction contracts in excess of \$2	,000 awarded by n	on-Federal entities	must incl	ude a provis	ion for complia	nce

- (D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work



Initials of Authorized Representative of offeror

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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Cannot certify compliance absent opportunity specific information Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? Cannot certify compliance absent opportunity specific information Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

KW

Does offeror agree? YES

<u> </u>			•	
(G) Clean Air Act (42 U.S.C	C. 7401-7671q.) and the Federal	Water Pollution Control	Act (33 U.S.C.	1251-1387), as
amended—Contracts and su	bgrants of amounts in excess of	\$150,000 must contain a	provision that red	uires the non-
Federal award to agree to co	mply with all applicable standard	ls, orders or regulations i	ssued pursuant t	the Clean Air
Act (42 U.S.C. 7401-7671q) a	nd the Federal Water Pollution C	ontrol Act as amended (3	33 U.S.C. 1251- 13	87). Violations
must be reported to the Fede	ral awarding agency and the Regi	ional Office of the Environ	mental Protection	Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

to comply with all applicable requirements as re	rerenced in Federal Rule (G) above	<b>).</b>
Does offeror agree? YES	KW	Initials of Authorized Representative of offeror



(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES	KW	Initials of Authorized Re	presentative of offeror
Dood onlord agree. ILO			procentative or energi

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES	KW	Initials of Authorized Re	oresentative of offero



#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

	• • • • • • • • • • • • • • • • • • • •	, ,		
Does offeror agree? YES	KW	_Initials of Authorized Representative of offeror		
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT				
When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).				
Does offeror agree? YES	KW	_Initials of Authorized Representative of offeror		

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

#### CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)



The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: 

Cannot certify compliance absent opportunity specific information.

## FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS				
CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH) Certificate of Compliance with 49 USC §5323(j)(1) The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. Check for YES:				
OR				
Certificate of Non-Compliance with 49 USC §5323(j)(1)  The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.  Check for YES:   Cannot certify compliance absent opportunity specific information.				
Does offeror agree? YESInitials of Authorized Representative of offeror				
Offeror's Name: W.W. Grainger, Inc. Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045 Phone Number: 800-472-4643 Fax Number: NA  Printed Name and Title of Authorized Representative: Ken White Email Address: Ken.White@grainger.com Signature of Authorized Representative: Xen White Date: 03/28/24				
CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336				
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.				
Does offeror agree? YESInitials of Authorized Representative of offeror				
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS				
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.				
Does offeror agree? YES Initials of Authorized Representative of offeror				
COMMUNITY DEVELOPMENT BLOCK GRANTS				

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever



is the more restrictive requirement. When using Fec of the Federal Davis-Bacon Act. HUD-4010 Labor I		hall comply with all wage and latest reporting provisions to this contract.
Does offeror agree? YES	KW	Initials of Authorized Representative of offeror
Offeror agrees to comply with all federal, state, a further acknowledged that offeror certifies com specifically noted above.		
Please see Letter of Clarification.		
Offeror's Name:  W.W. Grainger, Inc.		
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045		
Phone Number: <u>800-472-4643</u>	Fax Numbe	r: <u>NA</u>
Printed Name and Title of Authorized Representative Ken White, National Government Sales Manager	e:	
Email Address: Ken.White@grainger.com		
Signature of Authorized Representative:	n White	Date: <u>3/28/24</u>



#### FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement, ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement, c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

#### Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.



- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

#### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.



#### **1.1** Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

#### **1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability.</u> This requirement applies to all FEMA grant and cooperative agreement programs.

#### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- **a.** <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

#### **b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,



- loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- **c** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

#### During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September



- 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- **(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or



suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- **b.** <u>Applicability</u>. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- **C.** Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.
  - iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

<u>Suggested Language</u>. The following provides a sample contract clause:

#### Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and



3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- C. Additionally, contractors are required to pay wages not less than once a week.

#### 5. COPELAND ANTI-KICKBACK ACT

- **a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- **b.** Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

<u>Sample Language</u>. The following provides a sample contract clause:

#### Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.
   § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

#### 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c. <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

#### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
- \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or



loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

#### 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).



- **b.** <u>Applicability</u>. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- **c.** <u>Suggested Language</u>. The following provides a sample contract clause.

## Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- **1.** The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 9. DEBARMENT AND SUSPENSION

- a. <u>Standard</u>. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
  - **b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
  - c. Requirements.



- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at <a href="https://www.sam.gov.5ee-2">www.sam.gov.5ee-2</a> C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 2. The contract requires the approval of FEMA, regardless of amount.
  - 3. The contract is for federally-required audit services.
  - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- **d.** <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating



Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- **c.** <u>Suggested Language</u>.

## Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** <u>Required Certification</u>. If applicable, contractors must sign and submit to the non-federal entity the following certification.

<u>APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING</u> Certification for Contracts, Grants, Loans, and Cooperative Agreements



The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, W.W. Grainger, Inc.\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

3/28/24

Ken White

Date



#### 11. PROCUREMENT OF RECOVERED MATERIALS

- a. <u>Standard</u>. 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. <u>See\_2</u> C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- **b.** <u>Applicability</u>. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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

## d. Suggested Language.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;

recovered materials identified in the EPA guidelines.

- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

<u>Applicability</u> For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

<u>Domestic Preference for Procurements</u> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

#### 13. ACCESS TO RECORDS



a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

#### 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
  - fraudulent claims for payment to the federal government. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems



appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

- a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
- b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
- c. Equal Opportunity in Employment All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
- e. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their



- regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- f. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.
- Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Please see Letter of Clarification.

Offeror's Name: W.W. Grainger, Inc	
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045	
Phone Number: <u>800-472-4643</u>	_Fax Number: <u>NA</u>
Printed Name and Title of Authorized Represer Ken White, National Government Sales Manag	
Email Address: ken.white@grainger.com	
Signature of Authorized Representative:	Ken White
Date: 3/28/24	



## FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

- (1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- (2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C.
- § 5323(I) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **ACCESS TO RECORDS AND REPORTS**

- (1) <u>Record Retention</u>. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (2) <u>Retention Period</u>. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



#### **FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### Contractor agrees to:

- a) <u>Maintain</u> all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

#### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



- (c) **Disabilities** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **INCORPORATION OF FTA 4220.1F TERMS**

- (1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- (2) Flow Down The incorporation of FTA terms has unlimited flow down.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its



subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

### INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down The incorporation of FTA terms has unlimited flow down.

#### SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



### CARGO PREFERENCE REQUIREMENTS

## Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

#### **FLY AMERICA**

## Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.SFlag Air Carriers
International air transportation of persons (and their personal effects) or property by U.Sflag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
Stated Reason(s):

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.



#### **RECYCLED PRODUCTS**

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

#### CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

## When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **ADA ACCESS**

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### SAFE OPERATION OF MOTOR VEHICLES

- 1) Seat Belt Use The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) Distracted Driver The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

### FTA PROTEST NOTIFICATION

## A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.



- 2) A protest shall include:
  - a. The name, address, and telephone number, including FAX number if available, of the protestor;
  - b. The signature of the protestor or authorized representative;
  - c. Identification of the contract/solicitation;
  - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
  - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
  - a. The items to be procured are urgently required;
  - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
  - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
  - b. Violations of Federal law or regulation.



9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

## A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.



# **Exhibit G New Jersey Business Compliance**

#### NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: W.W. Grainger, Inc.

<u>Orgar</u>	lization Address: 100 Grainge	r Parkway, Lake Forest, IL 60045	
<u>Part</u>	I Check the box that represen	ts the type of business organization:	
So	le Proprietorship (skip Parts II and	III, execute certification in Part IV)	
$\square$ No	on-Profit Corporation (skip Parts II	and III, execute certification in Part IV)	
X Fo	r-Profit Corporation (any type)	Limited Liability Company (LLC)	
Pa	rtnership Limited Partne	ership Limited Liability Partnership (LLP)	
X Ot	her (be specific): for profit/public	ly traded corporation.	
<u>Part</u>	<u>II</u>		
X	The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.  (COMPLETE THE LIST BELOW IN THIS SECTION)		
	OR		
	No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)		
<u>(Pleas</u>	e attach additional sheets if more spa	ace is needed):	
Na	me of Individual or Business Entity	Home Address (for Individuals) or Business Address	
The Va 10.61	anguard Group (investment firm) %	100 Vanguard Boulevard, Malvern, PA 19355	



## <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
No parent: Grainger is the parent	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Home Address (for Individuals) or Business Address

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *name of contracting unit* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *type of contracting unit* to notify the *type of contracting unit* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *type of contracting unit* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ken White	Title:	National Government Sales Manager
Signature:	Ken White	Date:	3/28/24



## NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



## NON-COLLUSION AFFIDAVIT

State of New Jorsey Colnado
County of Donalas

SS:

I, Ken White	residing in Highlands Ranch
(name of affiant)	(name of municipality) and State of Coloradoof full
in the County of Douglas age, being duly sworn according to law o	
age, being duty sworn according to taw o	if thy oath depose and say that.
Lam National Government Sales Manage	of the firm of W.W. Grainger, Inc.
(title or position)	(name of firm)
	the bidder making this Proposal for the bid
(title of bid proposal)	, and that I executed the said proposal with
	s not, directly or indirectly entered into any agreement,
	e taken any action in restraint of free, competitive bidding in
	and that all statements contained in said proposal and in this
affidavit are true and correct, and made we City of Tucson relies upor	n the truth of the statements contained in said Proposal
(name of contracting unit)	a the frith of the statements contained in said resposal
	idavit in awarding the contract for the said project.
contract upon an agreement or understand	agency has been employed or retained to solicit or secure such ding for a commission, percentage, brokerage, or contingent fide established commercial or selling agencies maintained by
Subscribed and sworn to	
pefore me this day 24 Manch	Then White Signature
2024	Ken White
7	(Type or print name of affiant under signature)
	(1) prot proting of animal and a measure of
Notary public of Colorado	_
A A A	THE PERSON OF TH
My Commission expires 4 All W 202	DELORES M STUMP  HOTARY PUBLIC - STATE OF COLORADO
, O	NOTARY ID 20104022082
Seal)	MY COMMISSION EXPIRES JUL 9, 2026



# AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:	W.W. Grainger, Inc.
Street: 100 Graing	er Parkway
City, State, Zip Co	de: Lake Forest, IL, 60045

## **Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

## **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

## Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

## Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

3/28/24	Ken White
	Authorized Signature and Title



### DOC #3, continued

## P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html</a>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns-2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Not Applicable to Grainger



### DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

<sup>\*</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



## DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Informa				
	Grainger, Inc.			
Address: 100 Grainger	<u>.</u>			
City: Lake Forest	State: IL	Zip: 60045		
The undersigned being authorompliance with the provision accompanying this form.	•		•	
Ken White	Ken White	National Gov	ernment Sale	es Manager
Signature	Printed Name	Title		
Pa	rt II - Contrik	oution Disc	closure	
Disclosure requirement: I political contributions (m the committees of the gov	ore than \$300 per election	n cycle) over the	12 months p	orior to submission to
Contributor Name	Recipient		Date	Dollar Amount
No contributions	_			\$



## DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



## DOC#5

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:		
holding 10% of more of the iss	ntains the names and home addresses of all stockholders sued and outstanding stock of the undersigned.	
	er owns 10% or more of the issued and outstanding stock	of
Check the box that represents the ty	vpe of business organization:	
Partnership X Corpo		
Limited Partnership Limite	ed Liability Corporation Limited Liability Partners	nio
		P
Subchapter S Corporation		
Stockholders:	, if necessary, complete the stockholder list below.	
	, if necessary, complete the stockholder list below.  Name:	
Stockholders: Name: The Vanguard Group		
Stockholders:  Name: The Vanguard Group (investment firm) 100 10.61%  Home Address: 100 Vanguard Blvd.	Name:	
Stockholders:  Name: The Vanguard Group (investment firm) 100 10.61%  Home Address: 100 Vanguard Blvd. Malvem, PA 19355	Name:  Home Address:	
Stockholders:  Name: The Vanguard Group (investment firm) 100 10.61%  Home Address: 100 Vanguard Blvd. Malvem, PA 19355  Name:  Home Address:	Name:  Name:	
Stockholders:  Name: The Vanguard Group (investment firm) 100 10.61%  Home Address: 100 Vanguard Blvd. Malvern, PA 19355  Name:	Name:  Home Address:  Name:  Home Address:	

Subscribed and swom before me this 24 th day of 1000 (Affiant)

(Notary Public)

(Notary Pu



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <a href="https://www.state.ni.us/treasury/purchase/">https://www.state.ni.us/treasury/purchase/</a>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

## **CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder 25 List of

OR	
Jersey Department of the Treasury's Chapter 25	or/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed of List. I will provide a detailed, accurate and precise description of the activity or affiliates, has engaged in regarding investment activities in Iran by complete or affiliates.
Entity Engaged in Investment Activities	
Relationship to Vendor/ Bidder	
Description of Activities	
Ouration of Engagement	
Inticipated Cessation Date	
KIN ICATION	Attach Additional Sheets If Necessary.
ormation and any attachments hereto, to the CUA is relying on the information contained to of this certification through the completion tent in writing of any changes to the information in the a false statement or misrepresentation in	best of my knowledge are true and complete. I acknowledge that the herein, and that the Vendor is under a <u>continuing obligation</u> from the of any contract(s) with the ACUA to notify the Qualified Purchasing tion contained herein; that I am aware that it is a criminal offense to this certification. If I do so, I will be subject to <u>criminal prosecution</u> reach of my agreement(s) with the ACUA, I am permitting the ACUA
he undersigned, certify that I am authorized to cormation and any attachments hereto, to the CUA is relying on the information contained to of this certification through the completion tent in writing of any changes to the information at the false statement or misrepresentation in the der the law, and it will constitute a material but declare any contract(s) resulting from this certain the contract of the contract of the law.	best of my knowledge are true and complete. I acknowledge that the herein, and that the Vendor is under a continuing obligation from the of any contract(s) with the ACUA to notify the Qualified Purchasing tion contained herein; that I am aware that it is a criminal offense to this certification. If I do so, I will be subject to criminal prosecution reach of my agreement(s) with the ACUA, I am permitting the ACUA rtification void and unenforceable.
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# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Grainger's current State Division of Revenue issued Business Registration Certificate.





## EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

## **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- · Copy of Letter of Federal Approval
- Certificate of Employee Information Report (see below)
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

## See the guidelines at:

https://www.state.nj.us/treasury/contract\_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name:	Ken White		Title: National Government Sales M	
Signatu	re: Ken	White	_ Date:	03-28-24

CERTIFICATE OF EMPLOYEE INFORMAT	Certification 4424 ION REPORT
RENEWAL  This is to certify that the contractor listed below has submitted an Employe  N.J.A.C. 17:27-1.1 of seq. and the State Treasurer has approved said re- affect for the period of 15-DEC-2021. to15-DEC-	port. This approval will remain in
W. W. GRAINGER, INC. 100 GRAINGER PARKWAY LAKE FOREST IL 60045 5201	Clas M. Musin
	ELIZABETH MAHER MUÓIC State Treasurar



## DOC #9 MACBRIDE-PRINCIPLES



Signature

Version June 28, 2023

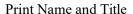
## STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## MACBRIDE PRINCIPALS FORM

MACDRIDE I MINCH ALS FORM					
BID SOLICITATION #: 240078 VENDOR/BIDDER: W.W. Grainger, Inc.					
VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989					
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by the hecking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise the awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) ercent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in efault and seeking debarment or suspension of the party.					
I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:					
CHECK THE APPROPRIATE BOX					
The Vendor/Bidder has no business operations in Northern Ireland; or					
OR  The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.					
<u>CERTIFICATION</u>					
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.					
Ken White 03-28-24					

Date





# **Exhibit H Advertising Compliance Requirement**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

#### Nationwide:

Nationwide.				
State of Alabama	State of Hawaii	Commonwealth of	State of New Mexico	State of South
		Massachusetts		Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">https://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">https://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">https://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">https://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-governments</a> and <a href="http://www.usa.gov/state-governments">http://www.usa.gov/state-go

Certain Public Agencies and Political Subdivisions:



CITIES, TOWNS, VILLAGES AND BOROUGHS **INCLUDING BUT NOT LIMITED TO:** 

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR

CITY OF AUMSVILLE, OR CITY OF AURORA, OR

CITY OF BAKER, OR

CITY OF BATON ROUGE, LA CITY OF

BEAVERTON, OR CITY OF BEND, OR

CITY OF BOARDMAN, OR CITY OF BONANAZA,

OR CITY OF BOSSIER CITY, LA CITY OF

BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR

CITY OF CANYONVILLE, OR CITY OF

CLATSKANIE, OR CITY OF COBURG, OR

CITY OF CONDON, OR CITY OF COQUILLE, OR

CITY OF CORVALLI, OR

CITY OF CORVALLIS PARKS AND RECREATION

DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR CITY OF DONALD,

OR

CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR

CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI CITY OF

KENNER, LA

CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON,

OR

CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY,

OR CITY OF MILWAUKIE, OR CITY OF MONROE,

LA

CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA CITY OF NORTH

PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY

OF POWERS, OR

CITY OF PRINEVILLE, OR CITY OF REDMOND, OR

CITY OF REEDSPORT, OR CITY OF RIDDLE, OR

CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR CITY OF SALEM, OR

CITY OF SANDY, OR CITY OF SCAPPOOSE, OR

CITY OF SHADY COVE, OR CITY OF SHERWOOD,

OR CITY OF SHREVEPORT, LA CITY OF

SILVERTON, OR CITY OF SPRINGFIELD, OR CITY

OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR

CITY OF TROUTDALE, OR CITY OF TUALATIN, OR

CITY OF WALKER, LA CITY OF WARRENTON, OR

CITY OF WEST LINN, OR CITY OF WILSONVILLE,

OR CITY OF WINSTON, OR CITY OF WOODBURN, OR

LEAGUE OF OREGON CITES

THE CITY OF HAPPY VALLEY OREGON ALPINE, UT

ALTA, UT ALTAMONT, UT

ALTON, UT AMALGA, UT

AMERICAN FORK CITY, UT

ANNABELLA, UT ANTIMONY, UT

APPLE VALLEY, UT AURORA, UT

BALLARD, UT

BEAR RIVER CITY, UT BEAVER, UT

BICKNELL, UT

BIG WATER, UT BLANDING, UT

BLUFFDALE, UT BOULDER, UT

CITY OF BOUNTIFUL, UT BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT

CANNONVILLE, UT

CASTLE DALE, UT CASTLE VALLEY, UT CITY

OF CEDAR CITY, UT CEDAR FORT, UT

CITY OF CEDAR HILLS, UT CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY,

CHARLESTON, UT CIRCLEVILLE, UT

CLARKSTON, UT CLAWSON, UT

CLEARFIELD, UT CLEVELAND, UT

CLINTON CITY CORPORATION, UT COALVILLE, UT

CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT DANIEL, UT

DELTA, UT

DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT

EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH,

UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT

EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON,

UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING,

UT FILLMORE, UT

FOUNTAIN GREEN, UT FRANCIS, UT

FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT

GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT

HANKSVILLE, UT HARRISVILLE, UT HATCH, UT

HEBER CITY CORPORATION, UT HELPER, UT

HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT

HIDEOUT, UT HIGHLAND, UT HILDALE, UT

HINCKLEY, UT HOLDEN, UT HOLLADAY, UT

HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT

CITY OF HURRICANE, UT HYDE PARK, UT

HYRUM, UT INDEPENDENCE, UT IVINS, UT

JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB,

KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT

KINGSTON, UT

KOOSHAREM, UT LAKETOWN, UT LA

VERKIN, UT LAYTON, UT LEAMINGTON, UT

LEEDS, UT

LEHI CITY CORPORATION, UT LEVAN, UT

LEWISTON, UT LINDON, UT LOA, UT

LOGAN CITY, UT LYMAN, UT LYNNDYL, UT

MANILA, UT MANTI, UT MANTUA, UT

MAPLETON, UT

MARRIOTT-SLATERVILLE, UT MARYSVALE, UT

MAYFIELD, UT MEADOW, UT MENDON,

UT

MIDVALE CITY INC., UT MIDWAY, UT

MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT

MONA, UT MONROE, UT

CITY OF MONTICELLO, UT MORGAN, UT

MORONI, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT MYTON, UT

NAPLES, UT NEPHI, UT

NEW HARMONY, UT NEWTON, UT NIBLEY, UT

NORTH LOGAN, UT NORTH OGDEN, UT

OAKLEY, UT

OGDEN CITY CORPORATION, UT OPHIR, UT

NORTH SALT LAKE CITY, UT OAK CITY, UT



ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT

PLAIN CITY, UT

PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT

PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT ROY, UT

RUSH VALLEY, UT

CITY OF ST. GEORGE, UT SALEM, UT

SALINA, UT

SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA

SPRINGS, UT SCIPIO, UT

SCOFIELD, UT SIGURD, UT SMITHFIELD, UT

SNOWVILLE, UT

CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, LIT

SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT TRENTON, UT

TROPIC, UT UINTAH, UT VERNAL CITY, UT

VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT

WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT

WENDOVER, UT

WEST BOUNTIFUL, UT WEST HAVEN, UT WEST

JORDAN, UT WEST POINT, UT

WEST VALLEY CITY, UT WILLARD, UT

WOODLAND HILLS, UT WOODRUFF, UT

WOODS CROSS, UT

## COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA

CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OP

CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR

COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR

CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

CURRY COUNTY, OR

DESCHUTES COUNTY, OR

DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA GILLIAM

COUNTY, OR

GRANT COUNTY, OR HARNEY

COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII

COUNTY, HI

HOOD RIVER COUNTY, OR JACKSON

COUNTY, OR JEFFERSON COUNTY,

OR JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE

CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION

LAFOURCHE PARISH, LA KAUAI

COUNTY, HI KLAMATH COUNTY,

OR LAKE COUNTY, OR LANE

COUNTY, OR LINCOLN COUNTY,

OR LINN COUNTY, OR

LIVINGSTON PARISH, LA

MALHEUR COUNTY, OR MAUI

COUNTY, HI

MARION COUNTY, SALEM, OR MORROW

COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH

LAW LIBRARY, OR

ORLEANS PARISH, LA

PLAQUEMINES PARISH, LA POLK

COUNTY, OR RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT

LANDRY PARISH, LA

SAINT TAMMANY PARISH, LA SHERMAN

COUNTY, OR TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK

COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR

YAMHILL COUNTY, OR

COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR



AGRICULTURE EDUCATION SERVICE

EXTENSION DISTRICT, OR ALDER CREEK-BARLOW WATER

DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA

R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT

DISTRICT, OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT

IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY

DISTRICT, OR

ARCH CAPE SANITARY DISTRICT.

OR ARNOLD IRRIGATION

DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILEY-SPENCER R.F.P.D., OR

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR

BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT,

BANDON R.F.P.D., OR BANKS FIRE DISTRICT, OR BANKS FIRE DISTRICT #13, OR BAR L RANCH ROAD DISTRICT, OR

BARLOW WATER IMPROVEMENT DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION

DISTRICT, OR

BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY,

INC., OR

BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR

BEAVER WATER DISTRICT, OR

BELLE MER S.I.G.L. TRACTS SPECIAL ROAD

DISTRICT, OR

BEND METRO PARK AND RECREATION DISTRICT

BENTON S.W.C.D., OR

BERNDT SUBDIVISION WATER IMPROVEMENT

DISTRICT, OR

BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,

BIG BEND IRRIGATION DISTRICT, OR

BIGGS SERVICE DISTRICT, OR

BLACK BUTTE RANCH DEPARTMENT OF POLICE

SERVICES, OR

BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-

SUMMIT R.F.P.D., OR

BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE

MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER

WATER DISTRICT, OR

BLY R.F.P.D., OR

BLY VECTOR CONTROL DISTRICT, OR

BLY WATER AND SANITARY DISTRICT, OR BOARDMAN

CEMETERY MAINTENANCE DISTRICT, OR

BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN

R.F.P.D., OR

BONANZA BIG SPRINGS PARK & RECREATION DISTRICT. OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR

BONANZA R.F.P.D., OR

BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT,

BORING WATER DISTRICT #24, OR

BOULDER CREEK RETREAT SPECIAL ROAD

DISTRICT, OR

BRIDGE R.F.P.D., OR

BROOKS COMMUNITY SERVICE DISTRICT, OR

BROWNSVILLE R.F.P.D., OR

BUELL-RED PRAIRIE WATER DISTRICT, OR

BUNKER HILL R.F.P.D. #1, OR

BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR

BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR

CAMELLIA PARK SANITARY DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR CANBY AREA TRANSIT, OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR

CAMMANN ROAD DISTRICT, OR

CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR

CAPE FOULWEATHER SANITARY DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR

CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR CENTRAL CASCADES FIRE AND EMS, OR

CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA

CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE

DISTRICT, OR

CENTRAL OREGON INTERGOVERNMENTAL

COUNCIL

CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR

CHARLESTON FIRE DISTRICT, OR

CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR

CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT

CHEMULT R.F.P.D., OR

CHENOWITH WATER P.U.D., OR



CHERRIOTS, OR

CHETCO COMMUNITY PUBLIC LIBRARY

DISTRICT, OR

CHILOQUIN VECTOR CONTROL
DISTRICT, OR CHILOQUIN-AGENCY
LAKE R.F.P.D., OR CHINOOK DRIVE
SPECIAL ROAD DISTRICT, OR CHR

DISTRICT IMPROVEMENT

COMPANY, OR

CHRISTMAS VALLEY DOMESTIC WATER

DISTRICT, OR

CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER,

OR CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR

CLATSKANIE P.U.D., OR

CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT

CLATSKANIE R.F.P.D., OR

CLATSOP CARE CENTER HEALTH DISTRICT, OR

CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY

#15, INC., OR

CLEAN WATER SERVICES CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR

CLOVERDALE SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR

COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE

DISTRICT, OR

COLUMBIA DRAINAGE VECTOR CONTROL, OR COLUMBIA IMPROVEMENT DISTRICT, OR

COLUMBIA R.F.P.D., OR

COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR

CONFEDERATED TRIBES OF THE UMATILLA

INDIAN RESERVATION

COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR

COOS COUNTY AREA TRANSIT SERVICE DISTRICT,

OR

 ${\tt COOS}\ {\tt COUNTY}\ {\tt AREA}\ {\tt TRANSIT}\ {\tt SERVICE}\ {\tt DISTRICT},$ 

OR

COOS FOREST PROTECTIVE ASSOCIATION

COOS S.W.C.D., OR COQUILLE R.F.P.D., OR

COQUILLE VALLEY HOSPITAL DISTRICT, OR

CORBETT WATER DISTRICT, OR

CORNELIUS R.F.P.D., OR

CORP RANCH ROAD WATER IMPROVEMENT, OR

CORVALLIS R.F.P.D., OR

COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR COUNTRY

ESTATES ROAD DISTRICT, OR

COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D.,

OR

CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR

CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,

OR

CROOK COUNTY AGRICULTURE EXTENSION SERVICE

DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR CROOK

COUNTY FIRE AND RESCUE, OR

CROOK COUNTY PARKS & RECREATION DISTRICT, OR

CROOK COUNTY S.W.C.D., OR

CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED

RIVER RANCH R.F.P.D., OR

CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR

CRYSTAL SPRINGS WATER DISTRICT, OR CURRY COUNTY 4-H & EXTENSION SERVICE

DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE

DISTRICT, OR

CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR

CURRY PUBLIC LIBRARY DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY

DRIVE SPECIAL ROAD DISTRICT, OR

DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS

CREEK R.F.P.D., OR

DAYTON FIRE DISTRICT, OR

DEAN MINARD WATER DISTRICT, OR DEE

IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT

COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT,

OR

DEPOE BAY R.F.P.D., OR

DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES

S.W.C.D., OR

DESCHUTES VALLEY WATER DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR

DEXTER R.F.P.D., OR

DEXTER SANITARY DISTRICT, OR

 $DORA\text{-}SITKUM\ R.F.P.D.,\ OR$ 

DOUGLAS COUNTY FIRE DISTRICT #2, OR

DOUGLAS S.W.C.D., OR

DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT

COMPANY, OR

DUFUR RECREATION DISTRICT, OR

DUMBECK LANE DOMESTIC WATER SUPPLY, OR

DUNDEE R.F.P.D., OR

DURKEE COMMUNITY BUILDING PRESERVATION

DISTRICT, OR

EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE



DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE EAGLE VALLEY R.F.P.D., R.F.P.D., OR OR EAGLE VALLEY GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD S.W.C.D., OR HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD EAST FORK IRRIGATION DISTRICT, OR DISTRICT, OR EAST GOSHEN R.F.P.D., OR MULTNOMAH S.W.C.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT EAST SALEM SERVICE CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE S.W.C.D., OR AREA HEALTH DISTRICT, OR GRANTS PASS IRRIGATION DISTRICT, OR GREATER EAST UMATILLA COUNTY BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS R.F.P.D., OR EAST VALLEY PARK & RECREATION DISTRICT, OR WATER DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT, OR ELGIN COMMUNITY PARKS & RECREATION GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN DISTRICT, OR SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR GREENBERRY IRRIGATION DISTRICT, OR ELGIN HEALTH GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN DISTRICT, OR ELGIN ROAD SPECIAL DISTRICT, OR R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES DISTRICT, OR FIRE PROTECTION DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET **ELKTON** R.F.P.D., OR R.F.P.D., OR HARBOR R.F.P.D., OR **EMERALD** HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY ESTACADA CEMETERY MAINTENANCE S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR DISTRICT, OR ESTACADA R.F.P.D. #69, HARRISBURG FIRE AND RESCUE, OR OR EUGENE R.F.P.D. #1, HAUSER R.F.P.D., OR OR HAZELDELL RURAL FIRE DISTRICT, OR EUGENE WATER AND ELECTRIC BOARD HEBO JOINT WATER-SANITARY AUTHORITY, OR EVANS VALLEY FIRE DISTRICT #6, OR HECETA WATER P.U.D., OR FAIR OAKS R.F.P.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR FAIRVIEW R.F.P.D., OR HELIX PARK & RECREATION DISTRICT, OR FAIRVIEW WATER DISTRICT, OR HELIX R.F.P.D. #7-411, OR FALCON HEIGHTS WATER AND SEWER, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR FALCON-COVE BEACH WATER DISTRICT, OR HEPPNER R.F.P.D., OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION FARMERS IRRIGATION DISTRICT, OR DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR FOR FAR ROAD DISTRICT, OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOREST GROVE R.F.P.D., OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, FOX CEMETERY MAINTENANCE DISTRICT, OR OR HOOD RIVER S.W.C.D., OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR HOOD RIVER VALLEY PARKS & RECREATION GARIBALDI R.F.P.D., OR DISTRICT, OR GASTON R.F.P.D., OR HOODLAND FIRE DISTRICT #74 GATES R.F.P.D., OR HOODLAND FIRE DISTRICT #74, OR GEARHART R.F.P.D., OR HORSEFLY IRRIGATION DISTRICT, OR GILLIAM S.W.C.D., OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENDALE AMBULANCE DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLENDALE R.F.P.D., OR HUBBARD R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY,

IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT

GLENEDEN SANITARY DISTRICT, OR GLENWOOD WATER DISTRICT, OR



COMPANY, OR
ICE FOUNTAIN WATER DISTRICT,
OR IDAHO POINT SPECIAL ROAD
DISTRICT, OR
IDANHA-DETROIT RURAL FIRE
PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE

PROTECTION DISTRICT, C ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR ILLINOIS VALLEY S.W.C.D., OR IMBLER

R.F.P.D., OR

INTERLACHEN WATER

P.U.D., OR IONE

LIBRARY DISTRICT, OR IONE R.F.P.D. #6-604, OR

IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT,

OR IRRIGON R.F.P.D., OR

ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY

MAINTENANCE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR

JACKSON COUNTY LIBRARY DISTRICT,

JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR

JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR

JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR

JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR

JOHN DAY WATER DISTRICT, OR

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR

JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION

SERVICE DISTRICT, OR

JOSEPHINE COUNTY 911 AGENCY, OR

JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR

JUNIPER CANYON WATER CONTROL DISTRICT, OR

JUNIPER FLAT DISTRICT IMPROVEMENT

COMPANY, OR

JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT

DISTRICT, OR

KEATING R.F.P.D., OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR

KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR

KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER

DISTRICT, OR KILCHIS WATER

DISTRICT, OR

KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY

DRAINAGE SERVICE DISTRICT, OR

KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR KLAMATH COUNTY PREDATORY ANIMAL CONTROL

DISTRICT, OR

KLAMATH DRAINAGE DISTRICT, OR

KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR

KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR

KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR

KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR

LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR

LA GRANDE R.F.P.D., OR

LA PINE PARK & RECREATION DISTRICT, OR LA PINE

R.F.P.D., OR

LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3

LAIDLAW WATER DISTRICT, OR

LAKE CHINOOK FIRE & RESCUE, OR

LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT,

LAKE COUNTY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE

DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR

LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR

LAKESIDE R.F.P.D. #4, OR LAKESIDE WATER DISTRICT, OR

LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR

LAMONTAI IMPROVEMENT DISTRICT, OR

LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR LANE

TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR LANGLOIS

WATER DISTRICT, OR

LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON

R.F.P.D., OR

LEWIS & CLARK R.F.P.D., OR

LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN

S.W.C.D., OR

LINN COUNTY EMERGENCY TELEPHONE AGENCY,

OR

LINN S.W.C.D., OR



LITTLE MUDDY CREEK WATER CONTROL,

OR LITTLE NESTUCCA DRAINAGE

DISTRICT, OR

LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION

DISTRICT, OR

LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER

CONTROL DISTRICT, OR

LOOKINGGLASS RURAL FIRE DISTRICT,

OR LORANE R.F.P.D., OR

LOST & BOULDER DITCH IMPROVEMENT

DISTRICT, OR

LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA

WATER WORKS LOWELL R.F.P.D., OR

LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER

DISTRICT, OR

LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION

DISTRICT, OR

LOWER VALLEY WATER IMPROVEMENT

DISTRICT, OR

LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER

DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL

DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR

MALHEUR DRAINAGE DISTRICT, OR

MALHEUR MEMORIAL HEALTH DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE

DISTRICT, OR

MALIN COMMUNITY PARK & RECREATION

DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR

MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR

MARION COUNTY EXTENSION & 4H SERVICE

DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR

MARION S.W.C.D., OR

MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD

DISTRICT, OR

MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR

MCKENZIE PALISADES WATER SUPPLY

CORPORATION, OR

MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR

MEDFORD R.F.P.D. #2, OR

MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL,

Oŀ

MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR

MERRILL R.F.P.D., OR

METRO REGIONAL GOVERNMENT METRO

REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION COMMISSION

METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY

PARK, OR

 $\begin{array}{l} \textbf{MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES} \\ \textbf{CROSSING SANITARY SEWER DISTRICT, OR MILL CITY} \end{array}$ 

R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR

MILLICOMA RIVER PARK & RECREATION DISTRICT, OR

MILLINGTON R.F.P.D. #5, OR

MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH

DISTRICT, OR

MILTON-FREEWATER WATER CONTROL DISTRICT, OR

MIROCO SPECIAL ROAD DISTRICT, OR MIST-

BIRKENFELD R.F.P.D., OR

MODOC POINT IRRIGATION DISTRICT, OR MODOC

POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MONITOR R.F.P.D., OR

MONROE R.F.P.D., OR

 $MONUMENT\ CEMETERY\ MAINTENANCE\ DISTRICT,$ 

OR

MONUMENT S.W.C.D., OR

MOOREA DRIVE SPECIAL ROAD DISTRICT, OR

MORO R.F.P.D., OR

MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION

DISTRICT, OR

MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR

MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR

MT. ANGEL R.F.P.D., OR

MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR

MT. VERNON R.F.P.D., OR

MULINO WATER DISTRICT #1, OR

MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR

MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR

MULTNOMAH EDUCATION SERVICE DISTRICT

MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR

NEDONNA R.F.P.D., OR

NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR



NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D. OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, ORNYSSA ROAD ASSESSMENT DISTRICT #2, OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, OR

OREGON LEGISLATIVE ADMINISTRATION

OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR



PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR

PORT ORFORD CEMETERY
MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY
DISTRICT OR PORT ORFORD R F F

DISTRICT, OR PORT ORFORD R.F.P.D., OR

PORTLAND DEVELOPMENT

COMMISSION, OR PORTLAND FIRE AND

RESCUE

PORTLAND HOUSING CENTER, OR POWDER

R.F.P.D., OR

POWDER RIVER R.F.P.D., OR

POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH

DISTRICT, OR

PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES

SPECIAL ROAD DISTRICT #1, OR

PROSPECT R.F.P.D., OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER
DISTRICT, OR RAINIER
CEMETERY DISTRICT, OR

RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER

DISTRICT, OR

REDMOND AREA PARK & RECREATION

DISTRICT, OR

REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION

DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT

COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT,

OR

RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER

DISTRICT, OR

RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR

RIVERBEND RIVERBANK WATER IMPROVEMENT

DISTRICT, OR

RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR

RIVERSIDE MISSION WATER CONTROL DISTRICT,

OR

RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR

ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER

P.U.D., OF

ROCKY POINT FIRE & EMS, OR ROGUE RIVER

R.F.P.D., OR

ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE

VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR

ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES

ROAD DISTRICT, OR

ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT

DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT

TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT

DISTRICT

SALEM SUBURBAN R.F.P.D., OR SALISHAN

SANITARY DISTRICT, OR

SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON

RIVER PARK WATER IMPROVEMENT DISTRICT, OR

SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D.

#72, OR

SANTA CLARA R.F.P.D., OR

SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND

DRAINAGE IMPROVEMENT COMPANY, OR

SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE

R.F.P.D., OR

SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D.,

OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR

SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW

IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR

SHERIDAN FIRE DISTRICT, OR

SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY

DISTRICT, OR SILETZ R.F.P.D., OR

SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR

SILVER LAKE R.F.P.D., OR

SILVER SANDS SPECIAL ROAD DISTRICT, OR

SILVERTON R.F.P.D. NO. 2, OR

SISTERS PARKS & RECREATION DISTRICT, OR

SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR

SIUSLAW S.W.C.D., OR

SIUSLAW VALLEY FIRE AND RESCUE, OR

SIXES R.F.P.D., OR

SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT

COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR

SMITH DITCH DISTRICT IMPROVEMENT COMPANY,

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SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT. OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR

SUTHERLIN WATER CONTROL DISTRICT, OR

SWALLEY IRRIGATION DISTRICT, OR

SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR TOLEDO R.F.P.D., OR TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF **OREGON** TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT TUALATIN HILLS PARK & RECREATION DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR UNION GAP SANITARY DISTRICT, OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION DISTRICT,

UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR

UPPER MCKENZIE R.F.P.D., OR



UPPER WILLAMETTE S.W.C.D., OR VALE OREGON IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR WAMIC R.F.P.D., OR WAMIC WATER & SANITARY **AUTHORITY, OR WARMSPRINGS** IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT, OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR

WILLAMALANE PARK & RECREATION DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR

WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR

WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR

WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR

WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS

R.F.P.D., OR

YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR

## K-12 INCLUDING BUT NOT LIMITED TO: ACADIA

PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT

BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD

BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT

CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J

COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID

DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR SCHOOL DISTRICT NO.29

EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT

GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT



HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST

JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL

DISTRICT JEFFERSON SCHOOL DISTRICT

JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR

HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 SALEM-KEIZER PUBLIC

SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST

HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY

SCHOOL DIST, OR

MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL

DISTRICT 41

NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC

**SCHOOLS** 

NESTUCCA VALLEY SCHOOL

DISTRICT NO.101 NOBEL LEARNING

COMMUNITIES

NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT

2.1

NORTHWEST REGIONAL EDUCATION

SERVICE DISTRICT

ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND

PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE

SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE

DISTRICT

SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT

**SWEET HOME SCHOOL DISTRICT NO.55** TERREBONNE PARISH SCHOOL DISTRICT THE

CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA

MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL

DISTRICT

YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT

ALIANZA ACADEMY, UT ALPINE DISTRICT,

AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL

DISTRICT, UT

BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT

BOX ELDER SCHOOL DISTRICT, UT CBA CENTER,

CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING

HALL, UT

CHARTER SCHOOL LEWIS ACADEMY, UT CITY

ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT DAVINCI

ACADEMY, UT DAVIS DISTRICT, UT

DUAL IMMERSION ACADEMY, UT DUCHESNE

SCHOOL DISTRICT, UT

EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST

HOLLYWOOD HIGH, UT

EDITH BOWEN LABORATORY SCHOOL, UT EMERSON

ALCOTT ACADEMY, UT

EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM

ACADEMY, UT

GARFIELD SCHOOL DISTRICT, UT GATEWAY

PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT

GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON

SCHOOL DISTRICT, UT

ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK

CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL

DISTRICT, UT

KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW

ACADEMY, UT

LEGACY PREPARATORY ACADEMY, UT LIBERTY

ACADEMY, UT



LINCOLN ACADEMY, UT LOGAN

SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL

DISTRICT, UT
MOUNTAINVILLE
ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT
NAVIGATOR POINTE
ACADEMY, UT NEBO
SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING

& SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH

STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER

SCHOOL, UT PARADIGM HIGH SCHOOL,

UT

PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT

PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT

RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT,

UT

ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS

ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL

DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING

ARTS, UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING

ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT

WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL

OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG

UNIVERSITY - HAWAII CENTRAL OREGON

COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT LANE

COMMUNITY COLLEGE

LEWIS AND CLARK COLLEGE LINFIELD

**COLLEGE** 

LINN-BENTON COMMUNITY COLLEGE LOUISIANA

COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY

 $MT.\,HOOD\,COMMUNITY\,COLLEGE\,MULTNOMAH$ 

BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST

CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY OREGON

INSTITUTE OF TECHNOLOGY OREGON STATE

UNIVERSITY

OREGON UNIVERSITY SYSTEM PACIFIC

UNIVERSITY

PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE

UNIVERSITY REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE SOUTHEASTERN



LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY

COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND

UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT

UTAH STATE UNIVERSITY, UT

WEBER STATE

UNIVERSITY, UT

SOUTHERN UTAH

UNIVERSITY, UT SNOW

COLLEGE, UT

DIXIE STATE COLLEGE,

UT COLLEGE OF EASTERN

UTAH, UT UTAH VALLEY

UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### STATE AGENCIES

ADMIN. SERVICES

OFFICE BOARD OF

MEDICAL EXAMINERS

HAWAII CHILD SUPPORT

ENFORCEMENT AGENCY HAWAII

DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS

CORPORATION OFFICE OF MEDICAL

ASSISTANCE PROGRAMS OFFICE OF

THE STATE TREASURER

OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT

COALITION OREGON DEPARTMENT

OF EDUCATION OREGON

DEPARTMENT OF FORESTRY

OREGON DEPT OF

TRANSPORTATION OREGON DEPT.

OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF

**ENERGY OREGON STATE** 

BOARD OF NURSING

OREGON STATE DEPT OF

CORRECTIONS OREGON STATE

POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION

COUNCIL SANTIAM CANYON

COMMUNICATION CENTER SEIU LOCAL

503, OPEU

SOH- JUDICIARY CONTRACTS AND

PURCH STATE DEPARTMENT OF

DEFENSE, STATE OF HAWAII STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY STATE OF UTAH

FEDERAL TRANSIT ADMINISTRATION TERMS, CONDITIONS, AND CERTIFICATIONS

# FEDERAL TRANSIT ADMINISTRATION TERMS, CONDITIONS AND CERTIFICATIONS

## **Requirements/Conditions For All FTA Assisted Contracts:**

**Federal Disclaimer to Third Parties** 

Program Fraud and False or Fraudulent Statements and Related Acts

**Access to Third Party Contract Records** 

**Prohibitions Against Exclusionary or Discriminatory Specifications** 

**Changes to Federal Requirements** 

Termination Provisons (Contracts exceeding \$10,000)

**Civil Rights Requirements** 

Requirements for Disadvantaged Business Enterprises (DBEs)

**Incorporation of FTA Terms** 

## **Requirements for Contracts Exceeding \$25,000 Threshold:**

**Debarment and Suspension Requirements** 

# Requirements for Contracts Exceeding Small Purchase Threshold (\$100,000):

Report, record retention, and access provisions

**Buy America requirements** 

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation

**Lobbying Requirements** 

Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)

**Clean Water Requirements** 

**Clean Air Requirements** 

## **Cargo Preference**

**Acquisition of Property Shipped by Ocean Vessel** 

**Acquisition of Property Shipped by Air (Fly America)** 

## Construction Activities:

Equal Employment Opportunity (Except for supplies/raw materials)

Construction Employee Protection Requirements: (except for contracts < \$2,000, or for supplies/raw materials)

Davis Bacon Act (for contracts exceeding \$2,000)

Contract Work Hours & Safety Standards Act (contracts exceeding \$100,000)

**Copeland Anti-Kickback Act (for all construction contracts)** 

Siesmic Safety (for new buildings/additions only)

## **Non Construction Activities**

Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of \$100,000

## **Transit Operations**

**Transit Employee Protective Arrangements** 

**Charter Service Operation** 

**School Bus Operations** 

**Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations** 

# Planning, Research, Development and Demonstration Projects

Patent Rights Requirements
Rights in data and copyrights requirements

# Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

Bus Testing
Pre-Award and Post-Delivery Audit Requirements

## **Miscellaneous Special Requirements**

Environmental Protection
Energy Conservation Requirements
Metric System Requirements
National ITS Architecture
Requirements for Recycled Products (for items designated by EPA)
Seat Belt Use
Text Messaging While Driving

## **Federal Davis-Bacon Wage Rates**

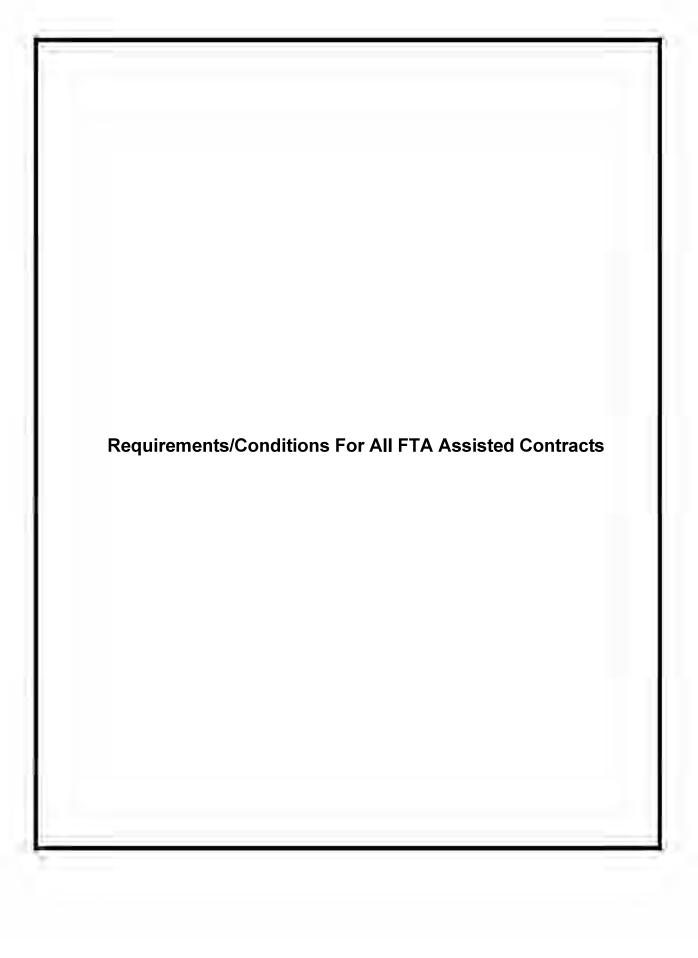
(If Applicable)

## **Certifications**

Buy America Transit Vehicle Manufacturer's DBE Certification Lobbying Bus Testing Requirements

# **Protest Procedures For Federal Transit Administration Funded Projects**

Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects



## This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

### **Federal Disclaimer to Third Parties**

- 1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

# Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

- 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Access to Third Party Contract Records (Form FTA Master Agreement MA (18) dated October 1, 2011)

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

## Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

## Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011 between Sun Tran and FTA), as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

## Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

- 1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.
- 2. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 6. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

- 1. Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

- b. DBE obligation The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.
- d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.
- e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
  - \* Identification of qualified DBE
  - \* Available listing of Minority Assistance Agencies
  - \* Holding bid conferences to emphasize requirements

- 2. DBE Program Definitions, as used in the contract:
  - a. Disadvantaged business "means a small business concern":
    - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
    - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

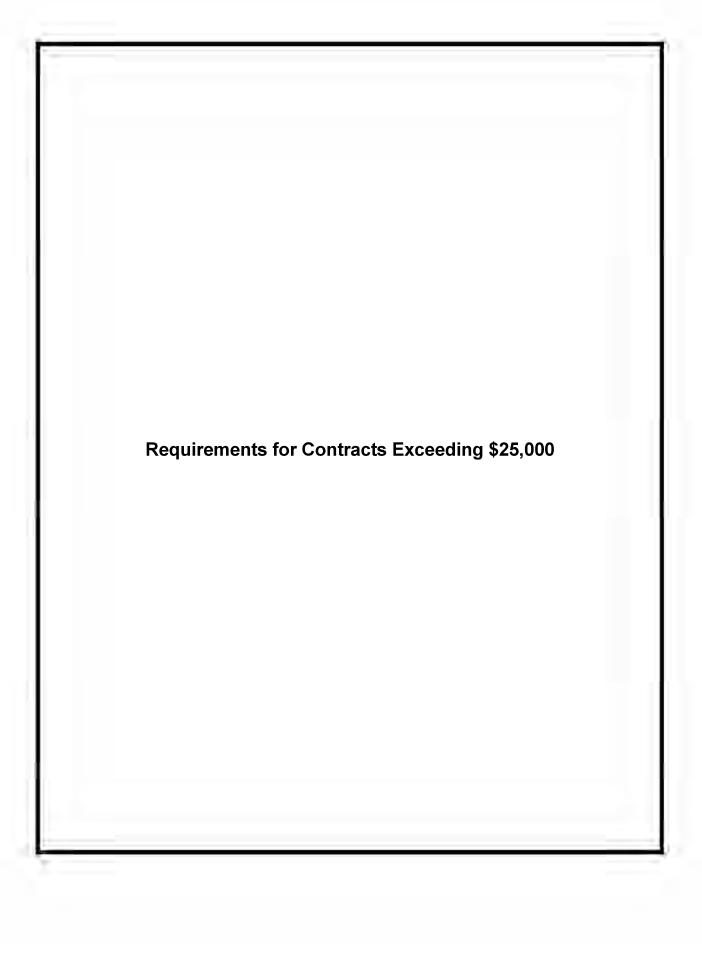
or

- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B (Section 106(c)) Determinations of Business Size.
- c. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
  - i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
  - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.
- Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3<sup>rd</sup> Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

## Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

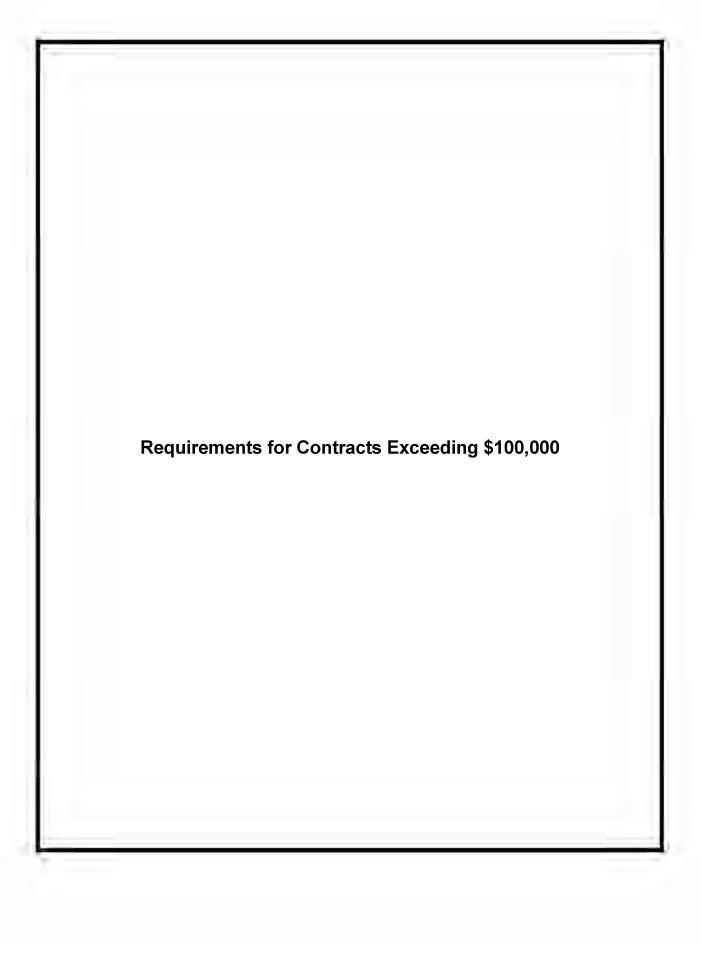
Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.



## Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

## Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over \$25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <a href="http://epls.gov/">http://epls.gov/</a> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.



## Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

#### Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

## Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

# Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of \$100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

# Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

#### **Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

## **Performance During Dispute**

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

#### Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

### **Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

#### Bonding Requirements for Construction Activities; may be imposed for non-construction activities

## Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction )
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

## Clean Water Requirements - 33 U.S.C. 1251

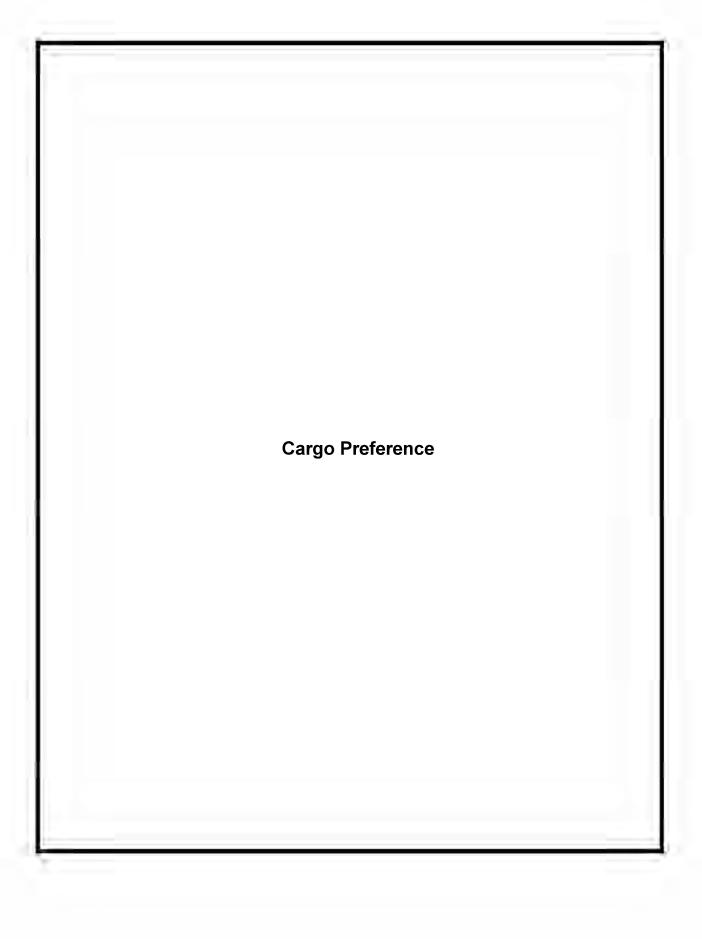
- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

## Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

## Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.



### Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

### Acquisition of Property Shipped by Ocean Vessel:

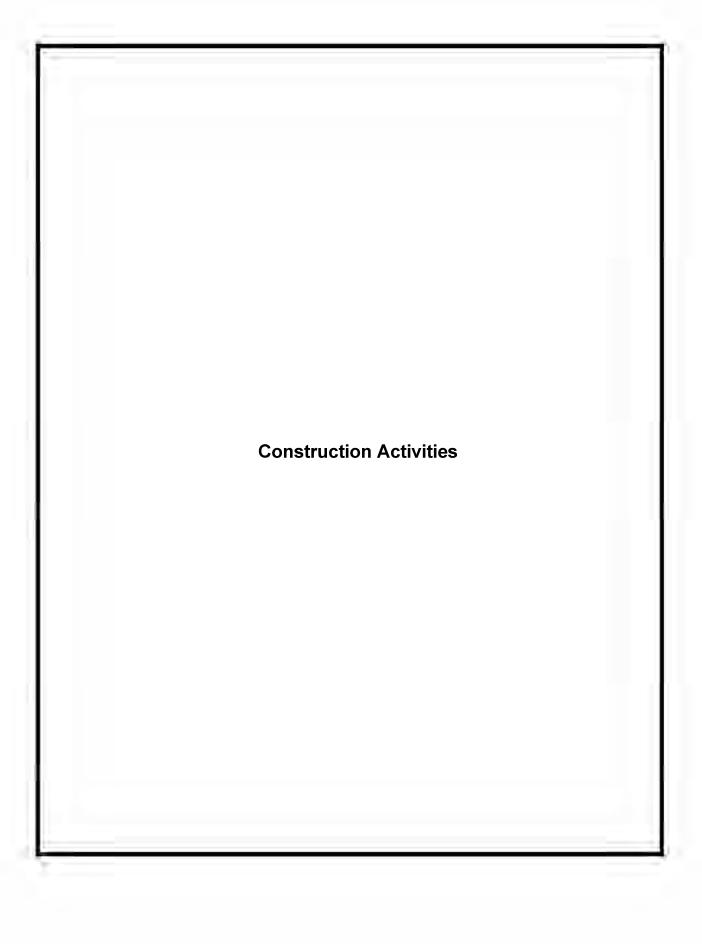
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

- use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### Acquisition of Property Shipped by Air (Fly America):

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.



## Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

### **Equal Employment Opportunity**

All construction contracts in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

#### **Nondiscrimination**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.
- c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## **Specifications**

The following clauses must also be included in all construction contracts and subcontracts over \$10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

- 1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
  - Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  - 3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

- 4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or singleuser toilet and necessary changing facilities shall be provided to assure privacy between sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.
- 12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.
- 13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.
- 14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

#### **Notice**

Contractor agrees to include the following notice in all construction subcontracts over \$10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

- 1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	Insert Goals for Each Year	Insert Goals for Each Year

- b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.
- c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4.	As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

# Construction Employee Protection Requirements: (except for contracts < \$2,000, or for supplies/raw materials)

Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

#### **Federal Labor Standards Provision**

[Code of Federal Regulations]
[Title 29, Volume 1, Parts 0 to 99]
[Revised as of July 1, 1998]
From the U.S. Government Printing Office via GPO Access
(http://www.access.gpo.gov/nara/cfr/index.html)
[CITE: 29CFR5.5]

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[Page 110-116]

#### **TITLE 29--LABOR**

**PART** 5--LABOR **STANDARDS PROVISIONS** APPLICABLE TO **COVERING FEDERALLY** CONTRACTS **FINANCED ASSISTED** AND CONSTRUCTION (ALSO **LABOR** STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A--Davis-Bacon and Related Acts Provisions and Procedures

Sec. 5.5 Contract provisions and related matters.

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more

than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

- of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
- classification under this contract from the first day on which work is performed in the classification.
- (2) Withholding Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any

- other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be

- purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees (i)
  Apprentices Apprentices will be permitted to
  work at less than the predetermined rate for
  the work they performed when they are
  employed pursuant to and individually
  registered in a bona fide apprenticeship
  program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in

accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (10) Certification of eligibility (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# Contract Work Hours and Safety Standards

- (1) Overtime requirements No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including
- watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

# SO CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

#### TITLE 29 - LABOR

Subtitle A - Office of Secretary of Labor

# PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.

Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

- (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan quarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

#### Sec. 3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
- subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <a href="http://www.dol.gov/esa/whd/forms/wh347instr.htm">http://www.dol.gov/esa/whd/forms/wh347instr.htm</a> or its successor site.
  - (c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however. That the following standards are met:

- (1) The deduction is not otherwise prohibited by law;
- (2) It is either:
- (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

- (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
- (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
  - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the ``reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
- (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
  - (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

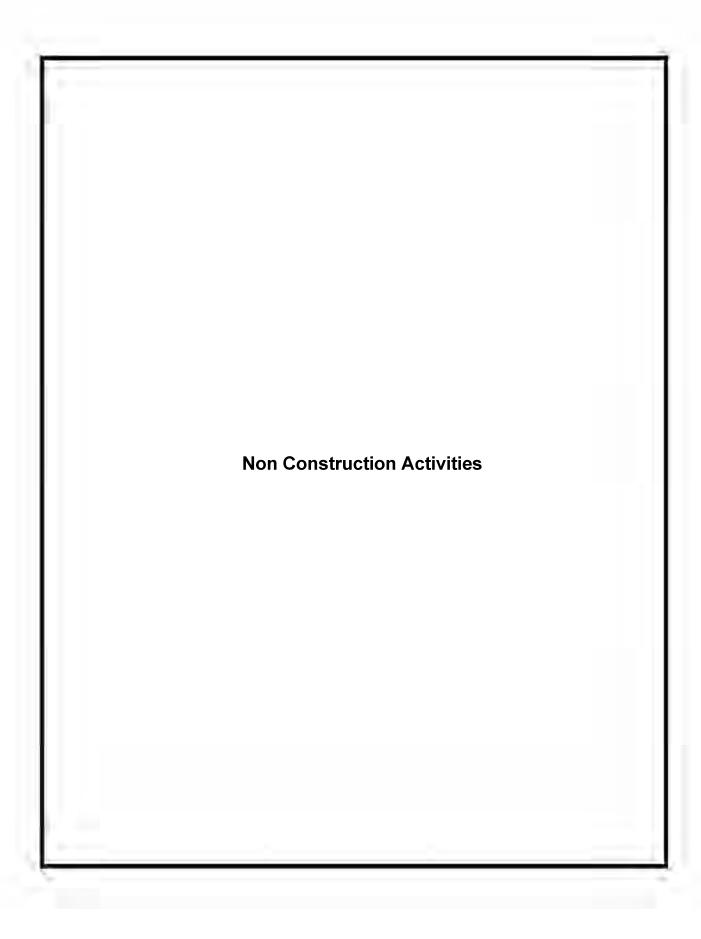
All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

#### Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

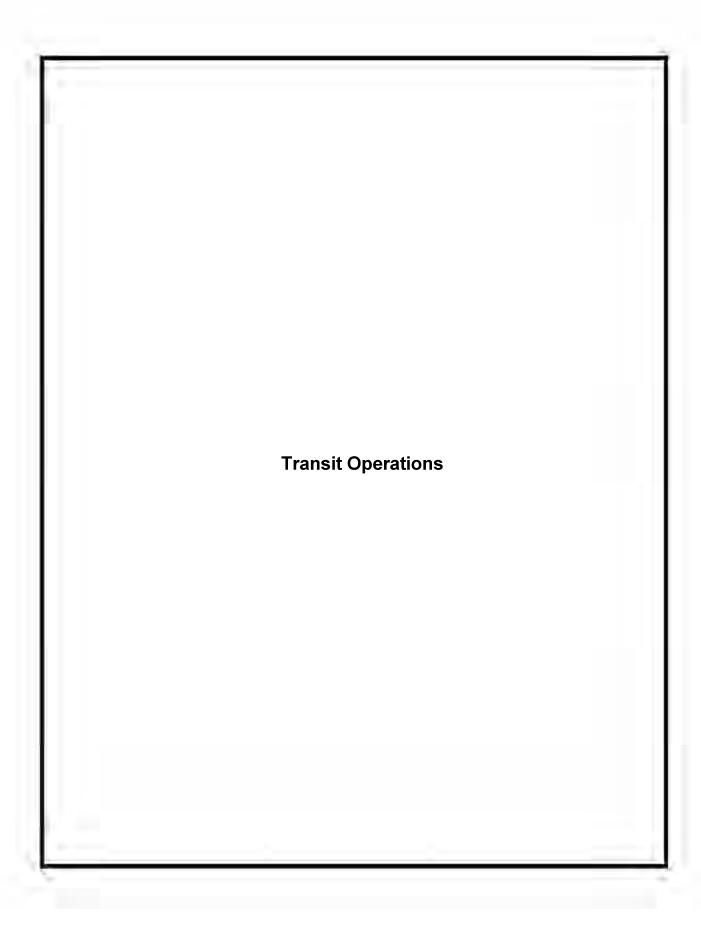
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project



# Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.



# Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

# Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

#### Privacy Act - 5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- 1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- The Contractor also agrees to include these requirements in each subcontract to administer any system
  of records on behalf of the Federal Government financed in whole or in part with Federal assistance
  provided by FTA.

Planning, Research, Development and Demonstration Projects
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#### Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- A. Rights in Data This following requirements apply to each contract involving experimental, developmental or research work:
  - The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
  - 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
    - a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
    - b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
      - 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
      - 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
    - c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- B. Patent Rights This following requirements apply to each contract involving experimental, developmental, or research work:

- General If any invention, improvement, or discovery is conceived or first actually reduced to
  practice in the course of or under the contract to which this Attachment has been added, and that
  invention, improvement, or discovery is patentable under the laws of the United States of America
  or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide
  immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"
- 3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.
- 2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

## Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(I) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:
  - a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;
  - b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
  - a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;
  - b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.



# Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

#### Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize 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.

## Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

#### **National ITS Architecture**

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

#### Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **Seat Belt Use**

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

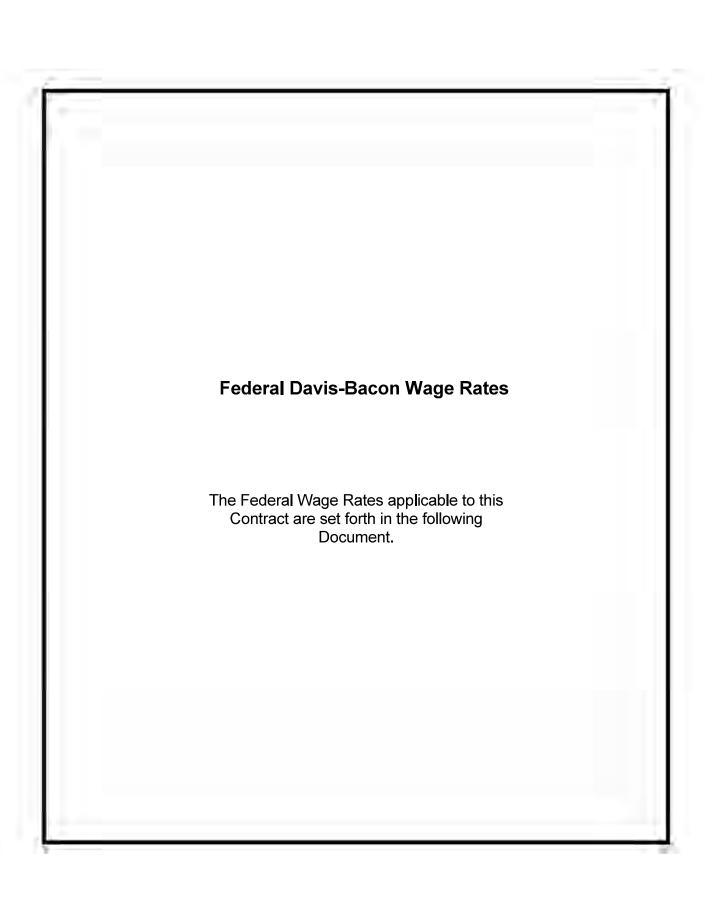
## **Text Messaging While Driving**

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

- a. Definitions. As used in this Special Provision:
  - (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

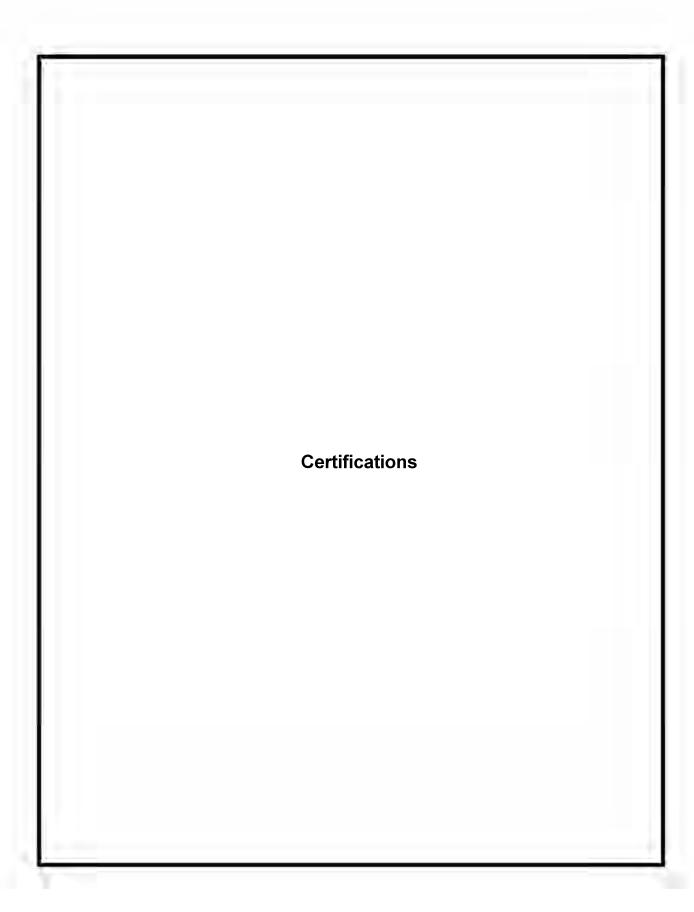
include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- b. Safety. The Grantee is encouraged to:
  - (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
    - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
    - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
    - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
  - (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
    - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.





INSERT MOST RECENT WAGE DECISION INFORMATION HERE



# BUY AMERICA CERTIFICATION CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

(To be submitted with each bid or offer exceeding \$100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C.

# Certificate of Compliance with 49 U.S.C. 5323(j)(1)

5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_\_

Signature\_\_\_\_\_

Company Name\_\_\_\_\_

Title \_\_\_\_\_

# Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date	Marc	ch 27, 2024	
Signature			
Company	Name	W.W. Grainger, Inc.	
Title	Title Senior National Government Sales Manager		

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# BUY AMERICA CERTIFICATION CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.

(To be submitted with each bid or offer exceeding \$100,000)

(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION Certificate of Compliance with 49 CFR part 26.

(To be submitted with all bids or offers for transit vehicles)

(To be signed and submitted by the manufacturer of the product offered)

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

W.W. Grainger, Inc.	Name of Offeror
	_ Signature of the Offeror's Authorized Official
Ken White Senior National Government	
Sales Manager	Name and Title of the Offeror's Authorized Officia
March 27, 2024	_ Date

# CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, **\_W.W. Grainger, Inc.\_**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

	_ Signature of Contractor's Authorized Official
Ken White Senior National Government	
Sales Manager	Name and Title of Contractor's Authorized Official
March 27, 2024	 Date

### CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(Pertains only to the acquisition of Turnkey Rolling Stock over \$100,000)) (To be signed and submitted by the manufacturer of the product offered)

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date:	
Signature:	N/A
Company Name: _	
Title:	

Protest Procedures For Federal Transit Administration Funded Projects

### City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

### A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

### 2. A protest shall include:

- A. The name, address, and telephone number, including FAX number if available, of the protestor;
- B. The signature of the protestor or authorized representative;
- C. Identification of the contract/solicitation;
- D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
- E. The form of relief requested.
- 3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

- 7. The City may proceed with a procurement when a protest is pending if the City determines that:
  - A. The items to be procured are urgently required;
  - B. Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8. FTA will only entertain a protest that alleges:
  - 1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
  - 2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

### A protest filed with FTA shall:

- A. Include the name and address of the protestor.
- B. Identify the grantee, project number, and the number of the contract solicitation.
- C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.
- D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.



W.W. Grainger, Inc. 100 Grainger Parkway Lake Forest, IL 60045-5201 Tel: 847.535.1000 Fax: 847.535.9243

www.grainger.com

March 28, 2024

Mr. Matthew Sage Procurement Manager City of Tucson Business Services Department Shared Services Procurement Division 255 W, Alameda, 6<sup>th</sup> Floor Tucson, AZ 85701

RE: W.W. Grainger, Inc., Letter of Clarification and Exception to the City of Tucson Request for Proposal No. 240078 Maintenance Repair and Operations Supplies Parts, Equipment, and Materials

Dear Mr. Sage:

W.W. Grainger, Inc. ("Grainger", "Contractor", or "Offeror") appreciates the opportunity to respond to the City of Tucson ("City") Request for Proposal No. 240078 ("RFP"), Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Materials. As you know, Grainger's focus on contract compliance and customer satisfaction is second to none. To that end, Grainger respectfully requests the opportunity to incorporate, should we be awarded this contract, our clarifications, and exceptions into the terms of the contract. Our objective is to earn the privilege of working with the City of Tucson and OMNIA Partners and doing so with an understanding that our collective expectations with respect to operationalization of contract terms and conditions are aligned. In accordance with RFP Section D.9. Exceptions to Contract Provisions, your favorable consideration of our proposed exceptions and clarifications is requested:

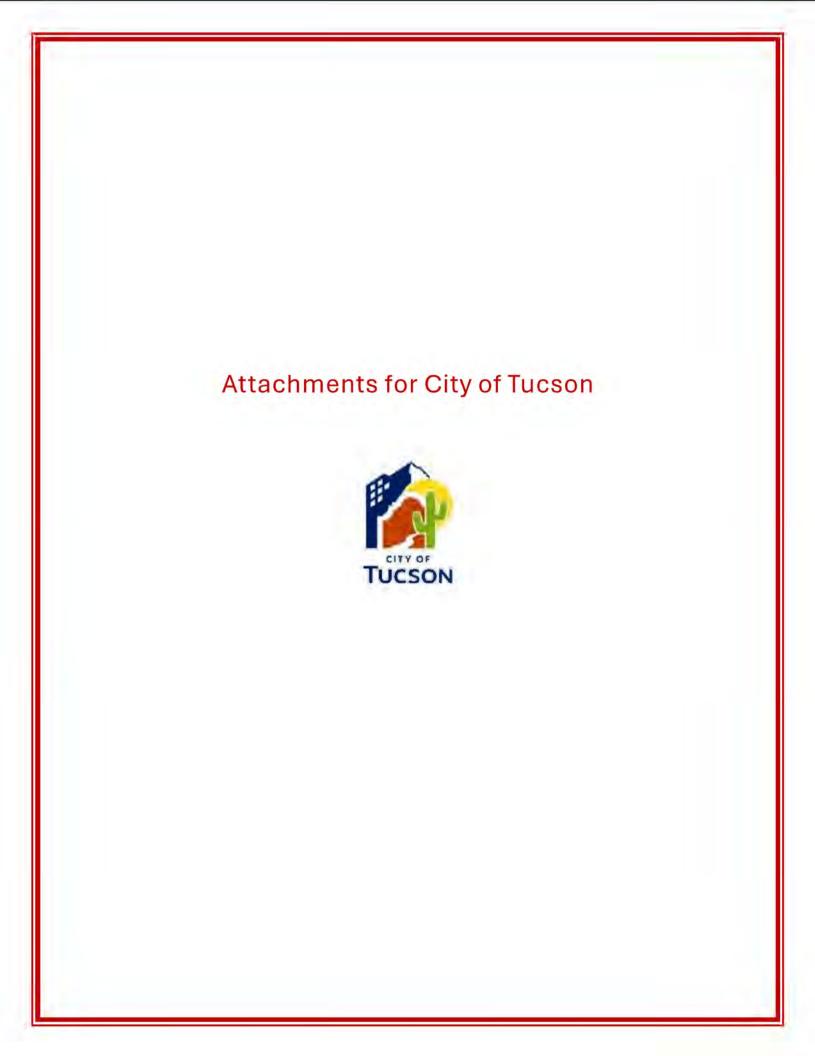




Should you have questions or would like to discuss any aspect of our clarifications and exceptions in greater detail, please contact me.

Sincerely,

Ken White Senior National Government Sales Manager ken.white@grainger.com 720-988-7669







### TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller'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. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

### 1. SOURCED PRODUCTS

- a. SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.
- **b.** SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.
- C. SOURCED PRODUCTS WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.
- d. SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller 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 Seller 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 Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller 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 Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

### 2. SOURCED SERVICES

- a. SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.
- b. SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A third-party provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms



and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

- c. SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular breach, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular breach. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular breach shall be Buyer's sole and exclusive remedy.
- d. SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED 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 SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.
- e. SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.





### Chairman and CEO A Letter from Our

## Grainger at a Glance

ESG Highlights Our Purpose

Awards

### Social

**Environmental** Environmental

Diversity, Equity and Inclusion Talent Recruitment Health and Safety

**Emissions Reduction** 

Strategy

Climate Change Disclosure and GHG Emissions Management

Waste and Recycling

Team Member Learning Community Investment

# Sustainability Solutions for Our Customers Our Approach to ESG

Environmental and Social Customer Solutions

Materiality Assessment

ESG Governance

Value-Driven Sustainable Practices

### Appendix

Forward-Looking Statements

**Ethics and Compliance** 

Governance

Grainger and The Sustainable Development Goals (SDGs)

Information Security **Business Continuity** 

Privacy

TCFD Index

GRI Index

SASB Index

# ABOUT THIS REPORT

Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB), and we provide a completed in 2021. We also align disclosures to the Task Force on Climate-Related Financial Global Reporting Initiative (GRI) content index to indicate the location(s) of particular ESG topics and data. The data in this document is for the reporting period January 1, 2022 to December 31, 2022 unless otherwise specified. Throughout this report, data figures are The report's contents are shaped by our ESG materiality assessment, which was last rounded and approximate.

### BOUNDARY

operations and number of team members. In this report, the specific geographic and business represent more than 80% of Grainger's business based on percentage of revenue, scope of Although Grainger's ESG commitments apply throughout the world, this report is primarily focused on the company's major operations in North America. These operations currently unit boundaries are referenced as following:

- subsidiaries, except where the context makes it clear that the reference is only to W.W. "Total company", "Grainger", "global", or "globally" refer to W.W. Grainger, Inc. and its Grainger, Inc. itself and not its subsidiaries.
- customer expertise. The high-touch solutions model serves customers with complex buying needs. This segment includes the Grainger-branded businesses in the United States (U.S.), "High-Touch Solutions N.A." refers to Grainger's High-Touch Solutions segment, which provides value-added MRO solutions that are rooted in deep product knowledge and Canada, Mexico and Puerto Rico.
- "High-Touch Solutions U.S." refers to Grainger-branded businesses in the U.S. that form part of the high-touch solutions model

- MonotaRO Co., Ltd. (MonotaRO) online channels which operate predominately in the U.S. "Endless Assortment" refers to Grainger's Endless Assortment segment that provides a streamlined and transparent online platform with one-stop shopping for millions of products. The Endless Assortment segment includes Zoro Tools, Inc. (Zoro) and and Japan.
- operations in the stated geographies. Both reportable segments High-Touch Solutions N.A. Stated geographies such as "U.S." or "U.S. and Canada" refer to all of Grainger's and Endless Assortment are included.

# **EXTERNAL ASSURANCE**

Grainger receives ongoing verification of its environmentally preferable SKU designation from a emissions, energy consumption, waste generation and water consumption data. Additionally, The company engages with Apex Companies, LLC, for verification of its greenhouse gas third-party provider.

### DATA VALIDATION

In 2021, Grainger's Controllership team began an extensive ESG metric validation project, which reported internally and externally, validation of source data and calculation of metrics. In 2022, a new team within Controllership was established that is dedicated to reviewing ESG data and ensuring accuracy, completeness and consistency in external reporting on an ongoing basis. was completed in 2022. The objectives of this work included assessment of all ESG metrics

# At Grainger, our more than 26,000 team members work diligently to fulfill our purpose:

# We Keep The World Working

Achieving that calling demands that we always do the right thing for our people, our customers and the environment. In that spirit, I'm excited to share with you Grainger's 2023 Environmental, Social and Governance (ESG) Report, in which we detail how we are enabling our team to make a positive impact for the customers and communities we are privileged to serve.

subject-matter experts across the business, we are advancing key priorities, incorporate those initiatives into our operations and strategy. Together with I have the honor of heading our ESG Leadership Council, which sets the strategic direction for Grainger's ESG program and identifies ways to including linking executive compensation to our ESG objectives and advanding our near-term focus areas:

- Customer Sustainability Solutions
- Supplier Diversity
- **Energy and Emissions**
- · Diversity, Equity and Inclusion

sustainability, making an impact in our communities and building a strong, welcoming culture. More details on our work can be found in this report. operations and allows us to scale our actions to make a greater impact. Each of these focus areas is an important part of both our culture and Early indications show we are delivering on each of them, driving

environment. We strive to make sure each team member feels welcome and Meeting our ESG objectives aligns with Grainger's purpose-driven culture. We have long focused on building a more diverse, equitable and inclusive named one of the Fortune' 100 Best Companies to Work For, and for the irst time was recognized by Fortune as one of the Best Workplaces for able to do their best work. For the second year in a row, Grainger was Nomen and America's Most Innovative Companies.

ensure Grainger remains a company our customers trust and a place where impacting the communities where we operate. By doing this, we continue to As we look ahead, we will remain a leader in ESG by living our principles, helping our customers meet their own sustainability goals and positively our learn members have meaningful and fulfilling careers.

I am confident the Grainger team will continue to act with integrity and serve our customers, as we've done for nearly 100 years.





on each of us to always do Our success is the result culture, one which calls of a purpose-driven our customers, the the right thing for environment and each other. -- D.O. MACHEMINE

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Grainger at

# \$15,2B

4.5M

26,000

We Keep The World Working®, by providing our

the United Kingdom. We achieve our purpose, (MRO) products in North America, Japan and

customers with the products and services they need to keep their operations where

distributor of maintenance, repair and operating

W.W. Grainger, Inc., is a leading broadline

a Glance

 $\mathbb{N}$ 

5,000

Sustainability Environmental Social Governance Solutions

# Our Purpose

We Keep The World World World

### **OUR ASPIRATION**

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

For more information on Grainger, visit invest, grainger.com.



ঞ্জ Start with the customer



: Embrace curiosity



Act with intent



Compete with urgency



Win as one team





Do the right thing



# CUSTOMER SUSTAINABILITY SOLUTIONS



>\$1B in Grainger High-Touch Solutions U.S. environmentally preferable product (EPP) sales

### SUPPLIER DIVERSITY



spent by Grainger High-Touch Solutions U.S. on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person-owned businesses, as well as historically underutilized business zone (HUBZone) and disadvantaged businesses3

# **ENERGY AND EMISSIONS**



total global Scope 1 and Scope 2 emissions reduction since 2018. Grainger has set a target to reduce its total global absolute Scope 1 and Scope 2 GHG emissions by 30% by 2030 from a 2018 baseline

During the federal government's fiscal year ended September 30, 2022.
 This information is as disclosed in the 2023 Proxy Statement.

# DIVERSITY, EQUITY AND INCLUSION

35% women in leadership positions in the U.S. and Canada

24% racially and ethnically diverse team members in leadership positions in the U.S.

36% women directors serving on our board $^4$ 

27% racially and ethnically diverse directors serving on our board<sup>4</sup>

# **ETHICS AND COMPLIANCE**

100% of required total company team members certified in Grainger's Business Conduct Guidelines

# WASTE AND RECYCLING



94% recycling rate across our U.S. distribution centers



### Awards

# **SUSTAINABILITY AND ESG**



Dow Jones Sustainability Indices

2022: sixth consecutive year

A- in 2022



siporcos

72 percentile

2023 Sustainalytics ESG Industry Top-Rated Company

2023 Newsweek: America's Most Responsible Companies

2023 Top 50 Noteworthy Companies and Top Regional Company for Diversity



DIVERSITY, EQUITY AND INCLUSION

**CULTURE AND WORKPLACE** 



DE EQUALITY
EQUALITY

Great Place To Work Certified

2022: sixth consecutive year

Perfect score for eighth consecutive year in 2022

Re-certified



# S S







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Greinger at a Glance Table of Contents

Our Approach to ESG

Environmental Sustainability

Social

Governance

Appendix

2023 ESG Report | 8



# ESG Governance

The Board of Directors (Board), executive leadership team and senior leaders take an active role in our overall ESG strategy. This includes ESG oversight by the Board, strategic direction by our executive leadership team and strategic and programmatic implementation by senior leaders and subject matter experts.

### OVERSIGHT

Board of Directors

Board Affairs & Nominating Committee (BANC)

### STRATEGIC DIRECTION

ESG Leadership Council (ELC)

# STRATEGIC & PROGRAMMATIC IMPLEMENTATION

**ESG Working Groups** 

### GRAINGER.

# BOARD OVERSIGHT

Our Board, guided by the Operating Principles for the Board of Directors, is responsible for Grainger's overall strategic direction. This direction includes ESG oversight by the Board Affairs and Nominating Committee (BANC), which is composed of independent Directors, including those with expertise in corporate environmental, social and governance matters. The BANC reviews Grainger's ESG programs and reporting at least annually, including, but not limited to, energy and emissions; community impact; governance; company culture; talent strategy; and diversity, equity and inclusion practices. Learn more about our Board governance in our 2023 Proxy Statement and in our Committee Charters.

# **ESG LEADERSHIP COUNCIL**

In developing Grainger's ESG efforts, Chairman and CEO, D.G. Macpherson leads an ESG Leadership Council (ELC) composed of senior-most leadership that sets the strategic direction of Grainger's ESG program and identifies ways to incorporate ESG initiatives into operations and strategy. This group meets at least quarierly and updates the BANC on a regular basis.

# **ESG WORKING GROUPS**

The ESG Leadership Council's strategy is implemented by cross-functional ESG Working Groups focused on near-term priorities, material topics and supporting efforts such as reporting. Our ESG Working Groups comprise leaders and subject matter experts who are responsible for implementing programs to drive progress on key ESG topics and goals.

# **EXECUTIVE COMPENSATION**

During 2022, in partnership with the Compensation Committee's independent compensation consultant and our ESG Leadership Council, we studied various notional compensation program designs to assess how ESG metrics could align with our goal to drive a purpose-driven culture that enables strong performance and aligns with our ESG objectives. Informed by this review, we have integrated an ESG modifier within the U.S.-based Grainger Leadership Team's annual incentive program for 2023s. The ESG modifier can increase or decrease payouts determined by financial performance based on two quantitative metrics: total global absolute Scope 1 and 2 emissions and diverse leadership representation.

Table of Granger at a Dve Sustainshifty Environmantal Bodial Governance Appendix Contents Glance Appendix Solutions ESG

2023 ESQ. Rep. 11 7

<sup>5.</sup> Grainger Leadership Team represents the CEO's leadership team (executive leadership).

### EXHIBIT II

### **General Conditions for Non-Construction Contracts**

Section I — (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, milenemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- Non-construction contracts (without maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 use Section II; and
- Maintenance contracts (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from
  - the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

### 12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

- product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,
  - continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
  - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
  - (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
  - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
  - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
  - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
  - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action:
  - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
  - (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
    - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
    - (i) Any reasonable payment to a person, other than an officer or employee of a

- person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
  - (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

### 16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules.

### 17. Equal Opportunity for Workers with Disabilities

protect the interests of the United States.

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

seller] may request the United States to enter into such litigation to

i.Recruitment, advertising, and job application procedures; ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave; vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

### 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

### 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

### 20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

### 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

### **22.** Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

### 23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

- materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

