



Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: W.W. Grainger, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: Michael Sampson Date: December 13, 2016

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC SAFETY AND EMERGENCY MANAGEMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for PUBLIC SAFETY AND EMERGENCY MANAGEMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: W. W. Grainger, Inc. Date: December 13, 2016

Company Address: 100 Grainger Parkway

City: Lake Forest State: IL Zip: 60045

Contact Person: Michael Sampson Title: Senior Government Sales Manager

Authorized Signature: Michael Sampson Michael Sampson
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 121416-WWG

Proposer's full legal name: W.W. Grainger, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 1, 2017 and will expire on February 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 31, 2017

NJPA Contract # 121416-WWG

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Grainger Industrial Supply

Authorized Signatory's Title Senior Government Sales Manager



VENDOR AUTHORIZED SIGNATURE

Michael Sampson

(NAME PRINTED OR TYPED)

Executed on February 3, 20 17

NJPA Contract # 121416-WWG

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: W.W. Grainger, Inc.

Address: 100 Grainger Parkway

City/State/Zip: Lake Forest, IL 60045

Telephone Number: 763-498-4318

E-mail Address: Michael.sampson@grainger.com

Authorized Signature: Michael Sampson

Authorized Name (printed): Michael Sampson

Title: Senior Government Sales Manager

Date: December 13, 2016

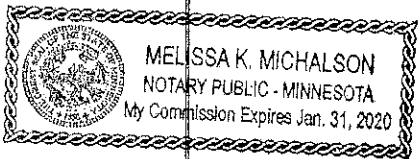
Notarized

Subscribed and sworn to before me this 12th day of December, 2016

Notary Public in and for the County of Miller State of MN

My commission expires: Jan. 31, 2020

Signature: Melissa Michalson





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: W.W. Grainger, Inc.

Questionnaire completed by: Michael Sampson

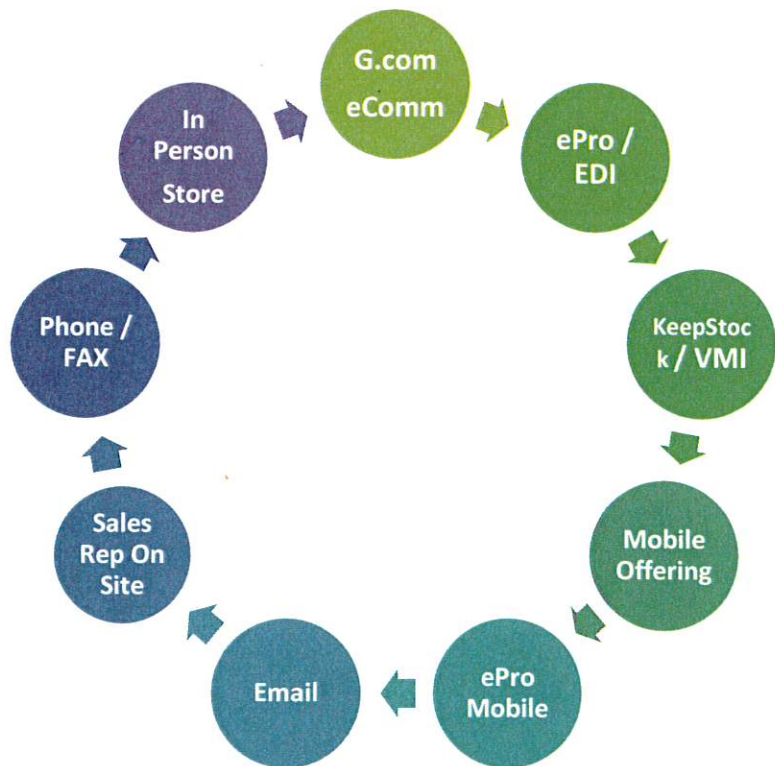
Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Grainger's standard payment terms are net thirty (30) days.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
At this time, Grainger does not offer leasing or financing options.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
Grainger is proposing a Business to Government order process flow model, which enables NJPA Members to provide purchase orders directly to Grainger via a contract resulting from this RFP. **(A dealer network is not part of our proposed process).**

Multiple Channel Approach

Between our branches, call centers, distribution centers and Web sites, NJPA Members can do business with Grainger in whatever way is most convenient. Grainger accepts orders through the following channels:

1. Grainger.com
2. eProcurement (Hosted and Punch-Out) & EDI
3. KeepStock® (inventory management solutions)
4. Mobile Offering
5. ePro Mobile
6. Phone
7. FAX
8. Email
9. Counter Calls at a local Grainger branch



Grainger.com

Grainger.com provides online ordering capabilities with full access to branch inventory. Our online offering includes over 1.5 million products with easy to use search functionality and ordering process. Grainger.com offers more than 1.5 million items, and NJPA Members will have access to the following features:

- User-friendly shopping tools to find products and prices quickly and easily
- Product specifications including item details and technical specifications
- Product comparisons
- SDS sheets (formerly MSDS)
- Real-time contract pricing with product availability
- Quick access to shared item lists
- Auto-reorder capabilities
- Online quote request
- Order status, pending orders and order history
- Invoice history
- Account management: payment methods, shipping address, authorized buyers and more
- Online Help with Click-to-Chat Support

Grainger was the first MRO Company to make our catalog and ordering capabilities available through the Internet, realizing early that more and more customers were looking to conduct their business electronically.

eProcurement (Hosted and Punch-Out) & EDI

Electronic marketplaces: Grainger has extensive experience in facilitating Members' purchasing through electronic marketplaces. Members can connect (punch-out) to Grainger's real time online catalog from their system to see NJPA's specific pricing, create a requisition and return the shopping cart back to the marketplace for review and approval.

The chart below reflects Grainger's experience and flexibility in offering Members options:

Marketplaces			
Adaco (Fourth)	Edict Systems	K12 Buy	Service Channel
Adelpo	Elcom	Ketera	ShipServ
Aeroexchange	Elemica	Maximo (IBM)	Shuster360
Ariba	EMS Technology (Operative IQ)	MedAssets – GPO*	Skyward
AssetPoint	Enporion	Meplato	SmartEquip
Bellweather	ePS	OnCare NEW	Sollod Technologies
BirchStreet	Epylon	Oracle Supplier Network (OSN)	SpendBridge
Brand Labs	Equal Level	P2P Solutions	Taulia
Business Purchasing Solution	ESM Solutions (form. eSchoolMall)	Perfect Commerce	Tejari
Califta	Expense Watch	Periscope	Thalerus
Capitol Computer Associates	GHX (Global Healthcare Exchange)	Premier – GPO*	TradeShift
Cinema Solutions	Global eProcurement (GEP)	Proactis	Tungsten (formerly OB10)
Click2Procure	Hubwoo	Procurement Partners	UniMarket
CommerceHub	IBM (Maximo)	Prodigo	Verian (ProcureIt)
Coupa	IBX / CapGemini	Puridiom	Vinimaya
cXML Connect	IDS	Quadrem	VITG Global
Datastream / Infor / iProcure	iMarine (Sea Procurement)	RealPages (OpsTechnology)	Wallmedien
DSSI	Infor / Datastream/ iProcure	SchoolDude	Yardi
ECi (DDMS software)	iProcure / Infor / Datastream	SciQuest	

Direct connections to Members' Enterprise Resource Planning (ERP) systems: Grainger also offers the ability to integrate our online catalog with Members' purchasing and ERP systems. Members who wish to punch-out

directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow.

Content File: Grainger eProcurement also offers Members the option of loading a content file which includes all contract products and their contract price into the Member's system enabling the Member to shop and purchase Grainger product through their internal systems. Often the content is associated with the Member's web-based purchasing application.

KeepStock® Inventory Management Solutions

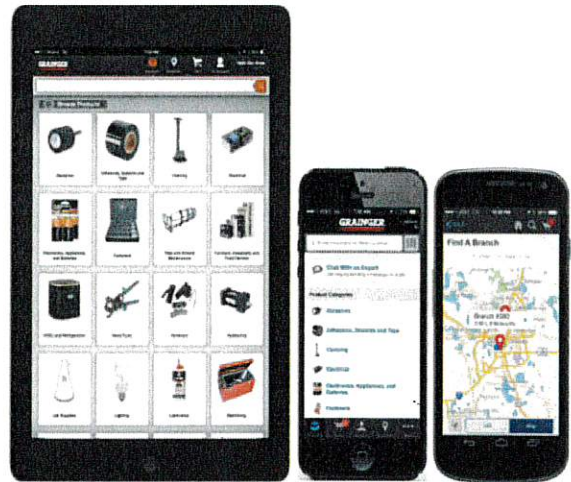
Another order processing platform Grainger offers is the ability to integrate Inventory Management orders through our online ordering channels. KeepStock® orders can be accessed on Grainger.com and routed through the Order Management System, providing full visibility to their orders. NJPA Members can approve, modify or deny these orders. KeepStock® onsite orders can also be accessed within a Grainger punch-out and returned to NJPA Members purchasing system for order generation.

Mobile Offering

Grainger's mobile apps make it easy for NJPA Members to get the products they need no matter what device they use or where their work takes them. For example, a Member employee does not need to leave the job site to place an order for the product they need to get the job done.

The Mobile apps and mobile web offer virtually all of the great features of Grainger.com including:

- Search and place orders
- Order Management – approval for increased visibility of purchases
- Personal and shared lists for easy reorder of product
- Location based lists to automatically surface lists of products for the building you are servicing
- Real time product availability
- Barcode scanning for easy reorder
- Click to chat with photo – for support
- KeepStock® order scanning
- Find a branch feature for product pick up
- Access to order history

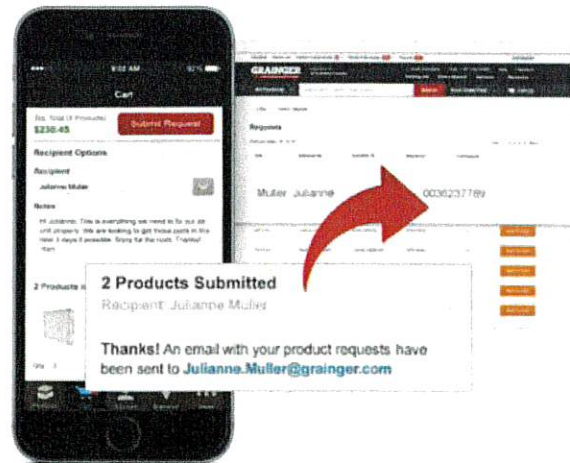


ePro Mobile

Many of the great mobile features apply in an ePro environment. For example, Members on SciQuest can use ePro mobile to place orders directly from the work site and have that requisition appear in the Grainger punch-out, allowing the Member's purchasing agent access to the order and process it through their ERP purchasing system.

Quarterly Reports

Yes, Grainger can provide all required quarterly reports. Grainger provides robust reporting for customers to allow management to make proactive strategic business decisions. Grainger has the ability to offer various detailed management reports which may be compiled at different levels of NJPA's organizational structure. All reports are available to NJPA Members free of charge.



Grainger's integrated ERP system is engineered for reporting, transactional, planning, logistical and operational needs of the facilities maintenance marketplace and especially to meet our customers' reporting requirements.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?
Yes, Grainger does accept P-card purchases for no additional cost.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Conditions and Requirements to Qualify

All General Catalog products purchased from Grainger are warranted from defects in workmanship for one year after the purchase from Grainger.

Claims Procedure

NJPA Members may contact local branch personnel or their local Account Manager to begin the product warranty service process.

Overall Structure Warranty

All products sold are warranted by Grainger only to buyers for resale or use in business or original equipment manufactured against defects in workmanship or materials under normal use for one (1) year after date of purchase from Grainger, unless otherwise stated. During such one (1) year period, Grainger will use reasonable efforts to repair or replace any defective product; provided, however, that buyer has returned the defective product to the appropriate Grainger branch or authorized service location, as designated by Grainger, shipping costs prepaid. Any repair or replacement or, at Grainger's option, Grainger's refund of amounts paid by buyer for the defective product, shall be buyer's sole and exclusive remedy.

Warranty Disclaimer. Grainger shall have no liability for, and expressly disclaims any warranty or affirmation of fact, express or implied, other than as set forth in this agreement, including without limitation (i) the implied warranties of merchantability and fitness for a particular purpose; (ii) any warranty or affirmation of fact related to misuse, improper selection, recommendation, or misapplication of any product; and (iii) any warranty or affirmation of fact that the catalogs, literature and websites it provides accurately illustrate and describe products. Grainger reserves the right to correct publishing errors.

Limitation of Liability. Any liability for consequential, incidental, special, exemplary or punitive damages is expressly disclaimed. Grainger's liability in all events shall not exceed the purchase price paid for the product that gives rise to such liability. Grainger's payment of such amount shall be the final and exclusive remedy in the exhaustion or unavailability of any other remedy specified herein and shall not be construed or alleged by buyer to have failed of its essential purpose.

No Warranties to Consumers. Grainger makes no warranties under the Magnuson-Moss Warranty-Federal Trade commission improvement act.

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

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

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

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

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

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

All warranties cover all products/equipment parts; Grainger does not provide labor, unless manufacturer's warranty covers labor.

Do your warranties cover all products, parts, and labor?

All warranties cover all products/equipment parts. Grainger doesn't provide labor, unless manufacturer's warranty covers labor.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Grainger shall have no liability for, and expressly disclaims any warranty, express or implied, including (i) the implied warranties of merchantability and fitness for a particular purpose and (ii) any warranty or affirmation of fact related to misuse, improper selection, recommendation, or misapplication of any product.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
This is not applicable because Grainger is a distributor, not a manufacturer, and therefore does not have technicians on staff.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
Grainger, as a nationwide distributor of Maintenance, Repair and Operations products, generally will not be the manufacturer and service provider for the majority of the products offered pursuant to the awarded contract. Upon request, the manufacturer of a given product will address the geographic availability of a warranty repair technician.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Many of the Products listed in Grainger's General Catalog are warranted by the manufacturer to the final user. Upon request by Buyer, as a service for the Term of this Agreement, Grainger will obtain copies of manufacturers' consumer warranties and will furnish them free of charge to Buyer. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger assumes no responsibility for the content or coverages contained in any manufacturer's warranty or sales literature by providing this service.
- What are your proposed exchange and return programs and policies?
Returns for Grainger catalog products can be made up to one (1) year from the date of purchase. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price.

The above represents Grainger's policy, however; in practice Grainger attempts to put the Member first and in many instances may accept returns that do not meet all of the above criteria.

For assistance with returns, Members call Grainger Customer Care at 800-GRAINGER (472-4643).

- 6) Describe any service contract options for the items included in your proposal. Grainger offers its customers a wide range of product and product related services. We are not a service provider however; we will facilitate through our vast network of suppliers and product manufacturers various services in support of the product we sell. For example, Grainger offers product specific Extended Protection plans to our customers. The Extended Protection Plan coverage offers our government and commercial customers an additional two to three years of warranty coverage against product failure (either from defects in materials or from normal wear and tear) following expiration of the standard Grainger Limited Warranty with over 100,000 Grainger products qualifying for this type coverage. Additional information on our product related service options is available upon request.

Customers may choose from two plans based on product price. The price of the Extended Protection Plan coverage is based on the Grainger catalog/list price of the eligible item you are purchasing.

Plan Tyle	Catalog List Price Range	Plan Details
Replacement Plan	Eligible products < \$500	One-time product replacement for failed covered products—no repair service necessary.
Repair Plan	Eligible products ≥ \$500	Parts & Labor for mechanical and electrical failures on covered products. If your covered product can't be repaired, it will be replaced with a product with equal or similar features and functionality.

After you order your Extended Protection Plan coverage, you will receive your coverage documents by mail in about 30 days. There is no registration required. If your covered product fails, simply call 1-800-811-1747.

The screenshot shows the Grainger website's 'Extended Protection Plan' page. At the top, there is a navigation bar with the Grainger logo and links for 'General Catalog', 'Find A Branch', 'Services', 'Solutions', and 'Worldwide'. Below this is a search bar with the placeholder text 'Enter keyword, item, model or replacement part number' and a 'SEARCH' button. To the right of the search bar are links for 'BULK ORDER PAD' and 'CART'. The main content area is titled 'Extended Protection Plan' and features a large image of a worker in a hard hat. The text on the page reads: 'TOUGH ON YOUR STUFF? Avoid the costly hassles of unexpected repairs and replacements. EXTENDED PROTECTION PLAN'. Below the image, there is a 'Get Service' section with the text: 'Call 1-866-550-8680 for purchases made prior to 07/26/2016. Call 1-800-811-1747 for customer service and purchases made on 07/26/2016 or later.' At the bottom, there is a section titled 'More Protection. Fewer Worries.' with the text: 'Get peace of mind with an extra measure of protection for your purchases. Avoid the costly hassles of repairs or replacements for up to three years and help keep your business up and running.'

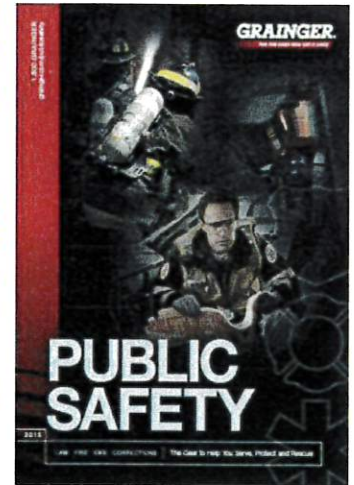
Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Grainger is much more than a supplier offering a wide breadth of products and an extremely efficient distribution system. Through the relationships Grainger has developed over the years with NJPA and NJPA Members, Grainger has demonstrated its value by providing unparalleled service and cost saving solutions for facilities maintenance products, including Public Safety items. Grainger is dedicated to understanding each Member's specific needs, and working with our Public Safety Catalog manufacturers and suppliers to assist each Member with achieving its goals.

Grainger's product portfolio also includes a complete array of gear and equipment, apparel, and industry specific specialty tools designed to sustain law enforcement, fire service, (including station supplies), emergency management agencies, department of corrections, and facilities maintenance, uniforms, and fleet vehicle maintenance to leverage a single source of supply to sustain all needs and requirements to complete their mission.

The following chart describes our product breadth and manufacturers that Grainger offers in Public Safety as seen in our Public Safety catalog.



Additionally, Grainger offers our **full catalog of products** including over 1.5 million SKUs provided by over 4,800 suppliers from over 36 MRO categories to NJPA Members. Please see the attached Exhibit 01 **Grainger Categories Line Card** discussing all of our categories. Grainger has also provided a hard copy of our Public Safety Catalog. Grainger has also developed a Public Safety landing pages for Public Safety customers on [grainger.com](http://www.grainger.com), which can be accessed via the following link: www.grainger.com/publicsafety

Public Safety Suppliers and Materials		
Law Enforcement Category	Catalog Manufacturers	Product Breadth
Law Enforcement - Body Armor	GH Armor Systems	Over 1,400 products
Law Enforcement - Gun Holsters	5.11 Tactical, Gould & GoodRich Inc., Uncle Ricks	Over 500 products
Law Enforcement - Duty Belts	5.11 Tactical, Blackhawk, Flir, Gould & GoodRich Inc.	Over 400 products
Law Enforcement - Handcuffs and Restraints	Cortech, ASP, Peerless	Over 100 products
Law Enforcement - Forcible Entry Tools	Blackhawk, Crescent, Dasco Pro	Over 50 products
Law Enforcement - Knives	Gerber, 5.11 Tactical, Benchmade	Over 300 products
Law Enforcement - Bags	5.11 Tactical, Cortect, Blackhawk, Meret Products	Over 400 products
Law Enforcement – Flashlights	5.11 Tactical, Ability 1, ASP, Bright Star, Pelican, Streamlight	Over 600 products
Fire Service – Turnout Gear	Fire-Dex, Ranger, Morning Pride	Over 200 products
Fire Service – Fire Hoods	Honeywell, Fire-Dex, innotex	Over 25 products
Fire Service – Fire & Rescue Helmets	Fiberglass, Thermoplastic, ABS, Uitem	Over 200 products
Fire Service – Fire Fighter Gloves	Honeywell, Innotex, Shelby, Ergodyne	Over 150 products
Fire Service – Fire & Rescue Boots	Thorogood Shoes, Helfire, Cosmas Java, Cosmas, Fire-Dex	Over 750 products
Fire Service – Fire Hose	Armored Textiles, Moon American	Over 170 products
Fire Service Nozzles	Moon Ajerican, Elkhart Brass, Dixon	Over 115 products
Fire Service – Thermal Imaging & Cameras	Fluke, Flir, Milwaukee, Cordex	Over 100 products
EMS – Equipment Bag	5.11 Tactical, Meret Products, MedSource, Engodyne	Over 175 products

Public Safety Suppliers and Materials		
Law Enforcement Category	Catalog Manufacturers	Product Breadth
EMS – AEDsd	Zoll, Defibtec, First Voice	Over 30 products
EMS – First Aid	American Red Cross, First Aid Only, Dynarex, Medique, North by Honeywell	Over 600 products
EMS – Patient Transport	Ferno, FSI, MeSource	Over 20 products
EMS – Disposable Gloves	Ansell, Microflex, ShoaBest, Kimberly-Clark	Over 550 products
EMS – Monitoring Diagnostics	Maxtec, MedSource, HealthSmart	Over 25 products
EMS – Emergency Oxygen & Supplies	Meret Products, MedSource, Life Cop	Over 40 products
EMS – Wound Care	First Aid Only, North by Honeywell, Physicianscare, American Red Cross	Over 180 products
Correction – Extreme Use Furniture & Mattresses	Cortech	Over 100 products
Correction – Handcuff & Restraints	Peerless, ASP, Cortech	Over 100 products
Correction – Food Delivery Systems	Cortech, Ability One	Over 75 products
Correction – Forensics & Lab	Cortech, Eva-Safe, Gent-L-Kare, Ampac	Over 2,200 products
Correction – Inmate Uniform	Cortech	Over 25 products
Correction – Hygiene Products	Cortech	Over 100 products
Correction – Detectors/Scanners	Garrett, Xplosenss	Over 40 products
Uniform – Apparel	5.11, Horace Small, Vertex, Propper	Over 6,000 products
Uniform – Footwear	5.11, Bates, Rocky, Honeywell, Thorogood, Cosmas	Over 25,000 products
Uniform – Gloves	Damascus, Youngstown Glove Co., Ironclad, 5.11	Over 200 products
Uniform Badges & Patches	Hero's Pride	Over 200 products
Additional – Fleet & Maintenance	Federal Signal, Garmin, PSA, Amber	Over 16,000 products
Additional Security Management	FUR, AVON, ATN, Steiner, LE Targets	Over 3,000 products
Emergency Response & Preparedness	Over 50 Manufacturers	Over 1,000 products

Please see the following Exhibits for further information:

- 02 Fire and Fire Fighter Line Card
- 03 Law Enforcement Line Card
- 04 Active Shooter Line Card
- 05 GH Active Shooter Kit
- 06 Public Safety Catalog**
- 07 511 Tactical Gear Catalog**
- 08 Digital Ally FirstVu Body Cameras
- 09 Digital Ally Vehicle Video System
- 10 Gemtor Fire and Rescue
- ** Full catalog available upon request

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
 Grainger's Pricing Summary Offer (please see Exhibit 18– Pricing Summary) reflects a combination of several methods of pricing strategies: Line Item Pricing, a Category-discount program, NJPA Member incentive and a General Catalog discount.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
 The discounts in our Pricing Summary Offer range from 15% to 28% off our current catalog price at time of purchase. Discounts are reflected in our Pricing Summary Offer in Exhibit 18.
- 10) The pricing offered in this proposal is
 _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
 Grainger understands that NJPA Members may look for additional pricing concessions through bids, large quantity/volume orders, Requests for Proposal (RFPs) and/or Requests for Quote (RFQs). Please see Exhibit 18 Pricing Summary for more detail.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
 The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis. For more information please see Exhibit 16, **Sourcing Terms and Conditions**.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
 Grainger includes all costs associated with product and product related services purchased by our customers in our pricing submittal. Our pricing is transparent. The price quoted or invoiced is the total cost of acquisition for the product and/or product related service to be paid by the customer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
Prepaid Freight Program (Shipping)
 Grainger offers the NJPA Member pre-paid freight on standard ground shipments. Title transfers to NJPA Members at time of delivery, FOB Destination. Other terms and fees may apply for shipment of product to Alaska and Hawaii as well as export orders and orders placed for Sourced Products. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier will be paid by Member.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Grainger does not intend to offer direct product and / or service support to NJPA Members located in Canada. Grainger will, however, assist any NJPA Member located in Canada engage resources available to Canadian businesses through Acklands-Grainger (Canada).

As noted above, Grainger offers the NJPA Member pre-paid freight on all standard ground shipments. Other terms and fees may apply for shipment of product to Alaska and Hawaii as well as export orders and orders placed for Sourced Products. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier will be paid by Member.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Grainger presents the following unique distribution and or delivery methods or options in our proposal:

- Free Standard Ground Delivery to all NJPA Members
- No Minimum Order Requirement
- Over \$1.25 billion On-Hand Inventory
- Over 1.5 Million Unique Products
- 95% Customers Receive Next Day Service
- Emergency Support \$50 fee waived for NJPA Members

Grainger understands the importance of product delivery requirements at no cost to NJPA. To that end, Grainger provides all NJPA Members with **free delivery with no minimum order requirements** for standard ground deliveries.

Grainger's world class supply chain starts with over 4,800 supplier partnerships that give Grainger access to over 1.5 million unique products. Over 500,000 of these items are actively stocked and purchased in Grainger's U.S. branch and distribution center network. Grainger has invested over \$1.25 billion in inventory that is strategically located in our U.S. network of 249 branches and 13 distributions centers to provide industry leading service to our customers. Grainger's end-to-end supply chain strategy brings together customer demand, sources of supply and Grainger's distribution operations to deliver a robust capability aimed at helping customers procure product in a just-in-time manner to reduce their operating costs. This large inventory investment allows **Grainger the ability to fill over 95% of our customer order lines that same day they are received. A standard operation for Grainger is to deliver the order to the customer the next day.**

After Hour 24/7 Emergency Service

Grainger's after hours emergency service is provided at no extra cost to the NJPA Member. Assistance after standard Grainger branch business hours is provided through a toll-free number (800-225-5994). The call center will engage local Grainger team members to provide assistance. The local team will contact the NJPA Member within 1 hour of the initial call to address the emergency need.

24-hour service and support personnel are also available to assist in response to emergency situations faced by state and local governments such as man-made and natural disasters.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA

Grainger takes contract compliance very seriously. Understanding the terms of the contract is crucial to fully adhering to and complying with all contractual provisions. This includes ensuring all items are priced in accordance with the terms of the contract. Presented below is Grainger's process for category discounts and market basket pricing compliance.

Category Discount Compliance: At the start of a new contract, a dedicated team is responsible for contract compliance to review all category discounts in the contract management system and in Grainger's ERP system. In the event the systems do not match, an exception report is created. This dedicated team reviews the exceptions, determines root cause, corrects the pricing, and contacts the Sales Representative to facilitate a revenue recovery for that customer.

Throughout the term of the contract, a dedicated team is responsible for category discount compliance. This team looks at the category discounts in the contract management system and in Grainger's ERP system. In the event the systems do not match an exception report is created.

This dedicated team reviews the exceptions and determines why the exception occurred, corrects the issue, and contacts the appropriate Grainger representative to work with the Member to facilitate the Member's desired form of revenue recovery.

Market Basket Compliance: At the start of a new contract a dedicated team is responsible for contract compliance to review the NJPA market basket in the contract management system and in Grainger's ERP system. In the event the systems do not match an exception report is created. This team reviews the exceptions, determines why the exception occurred, and corrects the issue. The Sales Representative is contacted to work with the Member to facilitate the Member's desired form of revenue recovery.

Throughout the term of the contract, a dedicated team is responsible for the market basket compliance. This team looks at the market baskets in the contract management system and in Grainger's ERP system. In the event the systems do not match an exception report is created.

This dedicated team reviews the exceptions and determines why it occurred, and corrects the issue. The Sales Representative is contacted to work with the Member to facilitate the Member's desired form of revenue recovery.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Grainger will provide NJPA with a Direct Sales Administrative Fee ("DSAF"), of Two Percent (2%) on all Product Purchases pursuant to an awarded contract. Qualifying purchases are those purchases made directly by an NJPA Member from Grainger pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to NJPA within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to NJPA within forty-five (45) days from the end of the quarter.

Grainger will provide NJPA with a Distributor Alliance Sales Administrative Fee ("DASAF"), of two (2%) on Members' Distributor Alliance Program purchases. Distributor Alliance Program purchases shall include all purchases made by NJPA Members through Grainger's Distributor Alliance Program pursuant to the awarded contract and will include total net invoice price less any items purchased under the Customer Specific Pricing program (as identified in Paragraph II of Grainger's Pricing Summary Offer), freight, taxes, returned products and credits. Grainger will calculate the DASAF amount quarterly and provide the DASAF payment to NJPA within forty-five (45) days from the end of the quarter. Grainger will also provide a quarterly DASAF report to NJPA within forty-five (45) days from the end of the quarter.

Industry-Specific Questions

- 19) Describe your unique technology-related solutions as they apply to public safety and managing emergencies.

Grainger's technology related solutions are founded on our relationship with our customer and use of our extensive supplier network. Our goal and objective is to aggressively work with our customer to define and then satisfy their public safety and emergency management needs. Proactively focused, we strive to set the industry standard with respect to identification and introduction across the public safety and emergency management spectrum of cutting edge product, technology and related services.

- 20) Describe any specific training programs, certifications, or related services as they apply to the operation or use of your products or equipment.

Grainger offers the following training for our customers:

ASP-Comprehensive: Three day train the trainer Baton, Restraint and Flashlight training on Best practices.

Technical Training: Grainger will work with our customers to identify products and product categories for which they would like additional training. Grainger will work with our General Catalog manufacturers and suppliers to develop training programs as required to meet your needs. Some examples of programs that we currently use:

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

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

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

Brady Manufacturing Lock Out/Tag Out Class - Training for correct methods to apply lock out/tag out devices for compliance to OSHA. Film presentation and hands on demonstration of different devices. Joint presentation by Grainger Account Manager and Brady Representative at the customer location. *Note: Fee-based seminar.*

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

Customer Training

Grainger will provide contract and ordering training at no additional cost to ensure your personnel are familiar with the benefits of your new contract and how to order products and materials. Below are proven training programs available to all NJPA's employees:

No Cost Instructional Training	In Person	Virtual	Literature
Contract			
• Details of the award			
• Price and discounts specific to Market Basket items			
• Customer service and wide-variety of order processing support channels	✓	✓	✓
• Introduction of the local Sales and Customer Service support staff			
Ordering			
• Online Ordering - Grainger.com			
• Phone			
• Email	✓	✓	✓
• Fax			
• KeepStock			
Customer Service Processes			
• How to Engage			
• Hours of Operation	✓	✓	✓
• Problem Resolution			
• Technical Support			
Product			
• Delivery			
• Return Policy	✓	✓	✓
• Training			
• Warranty			

Presented below are screen shots of available Grainger.com online tutorials:

The Grainger Help Desk – Video Tutorials

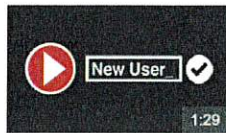
Get support when you need it by browsing videos on the most popular features of Grainger.com. These short clips provide detailed answers with step-by-step instructions.

[Return to the Grainger Help Desk](#)

 Frequently Asked Questions

 Grainger.com® Guide

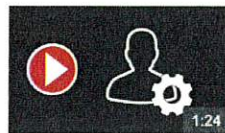
Getting Started & Account Administration



Single Page Registration



My Account Overview

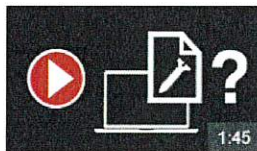


Account Settings

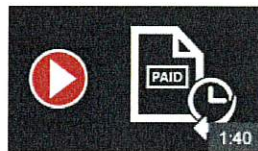
Grainger has video tutorials available for our customers such as “Getting Started and Account Administration” that are available on Grainger.com, allowing customers to view these tutorials at their convenience. Frequently asked questions ¹ are available in addition to a Grainger.com customer guide.

²

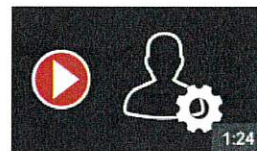
Where Is my Order?



Order History: Locating Past Orders



Invoice History



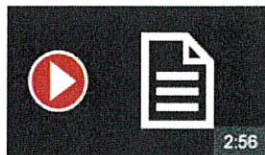
Account Settings



Order History: Customizing Your View & Downloading Data

Another set of available tutorials includes “Where is my Order” which previews Order History, Invoice History, Account Settings and Customizing your view and downloading data.

Finding Products



Creating & Managing Lists



Adding Items to a List



Customizing Line Item Fields



Location Based Lists: Set Up via G.com Access via Mobile

Another set of tutorials, “Finding Products” instructs customers how to create and manage personal lists and location based lists.

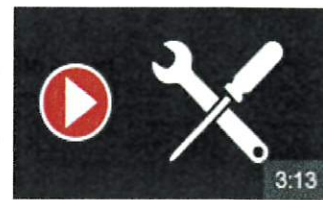
Order Management System



OMS Overview



Express Set Up



Custom Set up

Grainger's Order Management System (OMS) on grainger.com is also available for customers to review and includes an OMS Overview, an Express Set Up and Customization,

eProcurement



eProcurement Overview

Grainger offers the ability to integrate its General Catalog and buying process with customers' purchasing and ERP systems. Customers who wish to "Punch-Out" directly from their ERP can access Grainger's online catalog and return the shopping cart back to their purchasing system to manage the order workflow.

Account Managers will engage with each customer where integration is required and provide the proper in person, online and literature.

Grainger key suppliers' and manufacturers' dedicated field resources work to train and assist NJPA's employees in energy reduction areas including:

Lighting and Electrical Training: GE provides training for Grainger customers at their Lighting and Electrical Institute.

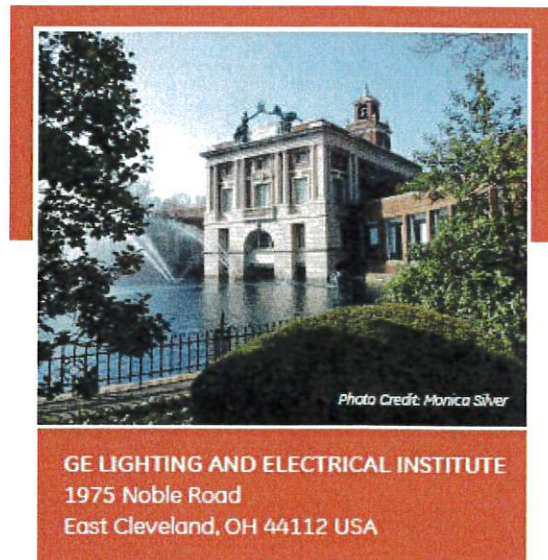
Training Session includes:

- Trends in the Lighting Industry
- New Product Updates
- Lighting and Equipment and Controls
- Energy Legislation Updates
- LED Lamps, Fixtures, Systems

Special Topics include:

- GE Lamp and Fixture Solutions
- Lighting Fixture Layouts and Solutions
- Property Management & Office Lighting
- Outdoor and Industrial Lighting

Occupancy Sensor Layout: Grainger's supplier Hubbell is available to meet and discuss any project related to occupancy sensors. Grainger and Hubbell can provide an occupancy sensor layout based on blueprints, either in electronic or paper form and a bill of material (BOM). Hubbell has also developed a simple to use tool, the H-MOSS® ROI. This worksheet calculates present annual energy costs without sensors and estimated annual savings with sensors.



New Products: Training for these products is scheduled through Grainger's local Sales Representatives, local branch personnel and / or General Catalog manufacturers and suppliers. Grainger will work with NJPA to coordinate training on any new products for which they identify a need for additional information.

NJPA's employees will also have free access to Grainger resources relating to product applications and the work environment.







FREE On the Job Webinar Series: Grainger.com provides current industry information and helpful updates. Grainger will provide trends and updates on its "On the Job Webinar Series" covering areas such as:

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



At On the Job, you'll be able to:

Register and attend FREE online Webinars, all at the convenience from your desk. If a Member is unable to attend the scheduled date, the Member may view past webinar recordings available online. (See the following screen shot).

Safety		
MONTH	TOPIC	
May 18, 2016 2P.M. ET	Hazard Communication & GHS: It's the Final Countdown	 View recording
April. 20, 2016 1P.M. CST	Basic Arc Flash with Application of NFPA 70E (2015 Edition)	 View recording
November 2015	Preventing Falls From Heights: Using Engineering & Administrative Controls (Part 1 of 3 Part Series)	 View recording
November 2015	Preventing Falls From Heights: Using Personal Protective Equipment (Part 2 of 3 Part Series)	 View recording
December 2015	Preventing Slips, Trips and Falls on the Same Level (Part 3 of 3 Part Series)	 View recording
October. 2015	Hazard Communication & GHS: Overview (Part 1 of 2 Part Series)	 View recording

21) Articulate all licensing requirements, annual maintenance agreements and costs, information storage policies, and procedures that relate to your software or other service solutions, if applicable.

Our software licensing practices, internal and supply provided maintenance agreements, information handling and storage policies, and procedures that relate to software or other service solutions are defined by current industry standards and accepted protocols. We are committed to protecting the privacy and security of our customer's data while exploring innovative ways to enhance the efficiency and effectiveness of our customer's online procurement experience.

Grainger is committed to protecting the privacy and security of our customers. To ensure our customers have a secure online experience, we have implemented multiple industry standard initiatives to enhance security. Transmission of sensitive data (orders, credit card info, login credentials, etc.) is via 1024-bit SSL. Sensitive information is stored in our system in encrypted format. This provides our customers with seamless access to use their credit card while protecting specific user information. Upon initial entry of a customer's credit card information online at Grainger.com, Grainger has the ability to house Procurement Cards in a PCI encrypted system to protect the credit card data.

With respect to software and other service solutions, Grainger performs technical assessments ensuring connectivity with a customer's software platform and system integration. Technology standards are developed and implemented to ensure compatibility with customer requirements. We also provide customized user training via a collaborative approach to the system upgrade.

From a development standpoint, we are focused on planning, analysis, and developing new software functionality for the Grainger.com and our eProcurement Sites. Our innovation team also automates and manually tests all releases and provides advanced support for member issues on Grainger.com. Its operational responsibility centers on continued support and functionality of customer's punch-out access and content deployment.

Signature: Michael Sampson Date: 12/13/16

**AMENDMENT TO
NJPA Contract #121416-WWG**

This AMENDMENT ("Amendment") to the Contract #121416-WWG ("Agreement") is effective on the date hereof, by and between National Joint Powers Alliance ("NJPA") and W.W. Grainger, Inc. ("Vendor").

Vendor was awarded an NJPA Public Safety and Emergency Management Related Equipment, Supplies, and Services effective February 1, 2017, until February 1, 2021, relating to the provision of services by Vendor to NJPA and their Members, and

Vendor has recently re-examined their Pricing Summary Offer under this Agreement and recognized the need to amend their pricing structure to further create an alliance that is unified and delivers results that are measurable and cost effective to NJPA Members. Vendor is desirous of modifying their previous Pricing Summary Offer which will result in overall lower costs products to Members.

Both parties agree that certain terms within the contract shall be updated and amended, and

Vendor and NJPA desire to amend the Agreement only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. **Form P, Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions (Pricing, Delivery, Audits, and Administrative Fee), Answers to Questions 8 and 9 in the Vendor's Response to the above-mentioned Request for Proposal, the following portion of the response shall be amended as follows to reflect a change in the percentage discount:**

The discounts in our Pricing Summary Offer range from 3% to 30% off our current Contract Reference Price in effect at the time the Catalog Product is purchased by Member from Grainger. Current Contract Reference Prices for Catalog Products shall be available when Member logs into its account on Grainger's Website.

2. **Form P, Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions, in the Vendor's Response to the above-mentioned Request for Proposal, the Exhibit 18 – Pricing Summary Offer shall be stricken and replaced with an updated Exhibit 18 entitled Pricing Summary Offer attached hereto.**
3. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

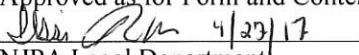
National Joint Powers Alliance®

x 
Authorized Signature – Signed

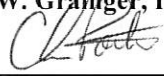
By Chad Coquette
Name – Printed

Title Executive Director / CEO

Date 9/28/17

Approved as for Form and Content

NJPA Legal Department

W.W. Grainger, Inc.

x 
Authorized Signature – Signed

By Chris Porter
Name – Printed

Title Sr. Government Sales Manager

Date Sep. 27, 2017

I. INTRODUCTION

Since 2006 Grainger has demonstrated, through our successful business relationship, the ability to continuously meet or exceed the Public Safety and Emergency Management Related Equipment, Supplies, and Services needs all National Joint Powers Alliance (NJPA) members regardless of size or geographical location. By partnering collaboratively to gain a shared understanding with NJPA, Grainger has been able to create an alliance that is unified and delivers results that are measureable and cost effective.

Grainger's Pricing Summary Offer has been developed and is based upon on the deep understanding of Member purchase history, requirements and goals that Grainger has acquired by working closely with NJPA, NJPA Members, and our suppliers. With this in mind, we have customized this Pricing Summary Offer to emphasize and support the cooperative value that NJPA provides to its Members. In addition to the national pricing program, each member will have the ability to customize a core list (NJPA Member Hot List) to meet its individual pricing needs. Grainger also recognizes the possibility that NJPA Members may have changing procurement goals with regards to Minority, Small Business and Women Business Enterprise utilization; environmentally preferred and green products; cost saving solutions and the use of on-line electronic ordering. Grainger has included solutions targeting such areas in our enclosed offer.

The goal of our proposal is to establish a nationally competitively bid Public Safety Contract that creates value for NJPA Members by saving time and effort in the procurement process. The collective purchasing power of 50,000-plus NJPA Members contributes to a successful cooperative purchasing alliance between NJPA, NJPA Members and Grainger.

II. LINE ITEM PRICING/MEMBER HOT LIST/VOLUME DISCOUNTS/CUSTOMER SPECIFIC PRICING (CSP)

Grainger has developed a line item pricing program to meet the needs of the national cooperative requirement along with a customer specific pricing program to meet the individual needs of each member. These two programs represent savings in addition to the category discount program outlined in section III below.

A. NJPA Line Item Pricing

Grainger offers a Line item price list consisting of approximately 500 items as included in the Line Item Pricing List, of Attachment 1. The line item pricing list is based upon the 500 top Public Sector safety items. These items include, but are not limited to, the most frequently purchased Public Sector safety items from actual NJPA Members over the last twelve (12) month period.

Line Item Pricing List item net prices will be held firm for twelve (12) months from the contract award date ("Contract Year"). In the event a Line Item Pricing item is discontinued, Grainger will work with NJPA to find a mutually agreeable replacement item for addition to the Line Item Pricing List. Grainger will review the Line Item Pricing List of items on an annual basis to ensure this list of items remains customized and relevance based on NJPA Member Public Sector safety needs. This review will be based on data accumulated by Grainger throughout the term of this contract. An annual review and application of this data will ensure that NJPA Members continue to receive the most significant savings on the items they purchase most.

B. NJPA Member Hot List

Grainger offers this additional pricing program to address NJPA Members' individual needs. The Member Hot List is structured to allow individual NJPA Members to obtain additional pricing that meets their individual needs and specific purchase patterns.

Member Hot List: Grainger will offer individual NJPA Members the option to develop a customized hot list. In exchange for these additional discounts, it is Grainger's expectation that NJPA Members will strive to purchase these items from Grainger. Grainger will work with respective NJPA Members to develop a customized Member Hot List based upon the Member's critical or most frequently purchased items.

Member Hot List individual net prices will be held firm from the date the Member Hot List is implemented through the balance of the applicable Contract Year. As purchasing tendencies, market conditions and/or NJPA Member needs change over the contract term, Grainger will work with respective NJPA Members to update Member Hot List items to reflect such changes. Thereafter, the updated Member Hot List item net prices will be held firm through the remainder of the applicable Contract Year.

In the event a Member Hot List Item is discontinued, Grainger will work with the NJPA Member to identify a mutually agreeable replacement product and will add this replacement item to the Member Hot List.

For products not on the Hot List, all percentage-off discounts for Catalog Products shall be deducted from the Contract Reference Price (“CRP”) in effect at the time the Catalog Product is purchased by Member from Grainger. Current Contract Reference Prices for Catalog Products shall be available when Member logs into its account on Grainger’s Website. The Contract Reference Price may change three times annually, generally on January 1, May 1 and August 1 (“Adjustment Dates”).

C. Volume Price Discounts Resulting from Competitive Situations- Customer Specific Pricing (CSP)

Grainger understands that NJPA Members may look for additional pricing concessions through bids, large quantity/volume orders, Requests for Proposal (RFPs) and/or Requests for Quote (RFQs). Grainger will evaluate these opportunities and may respond by providing additional Customer Specific Pricing.

III. OVERVIEW OF PERCENTAGE DISCOUNT PROGRAMS

In addition to the above line item pricing programs targeting NJPA Members’ higher volume planned purchases Grainger offers a range of deeper discounts for the following NJPA product categories, fee based services, as well as the balance of General Catalog items. These discount programs are designed to help NJPA Members with their unplanned purchases by providing them with very competitive pricing for those items they buy less frequently but for which overall purchases accumulate.

A. Product Category Discount Program

Category	Discount Off of CRP
Safety	12%
Gloves and Hand Protection	12%
Security	12%
Head Protection	12%
Traffic Safety	12%
Hearing Protection	12%
Footwear and Footwear Accessories	12%
Respiratory	12%
Police and EMT Uniforms	12%
Detectors, Scanners, and Accessories	12%
Self Defense	12%
Access Barriers and Crowd Control	12%

For products not in the Line Item Pricing List or the Member Hot List, as noted above, Category Discounts will apply to the Contract Reference Price at time of transaction. Grainger’s Contract Reference Price may change three times annually, generally on January 1, May 1 and August 1 (“Adjustment Dates”).

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

New products added to Grainger.com and products that are re-categorized into different product categories may not immediately receive the applicable Category Discount. Nevertheless, these products will receive a minimum discount of 3% off the Contract Reference Price at time of transaction.

B. General Catalog Discount of 3%

This Program offers participating NJPA Members a firm discount of three percent (3%) off of the Contract Reference Price for the term of the contract. This discount applies to all products not categorized per the Product Category Discount Program described in section III-A above. Grainger reserves the right, in its sole discretion to determine the appropriate category for a particular product. In general, products will be categorized based on Grainger's system and product hierarchy.

C. Services

Grainger will price services at three percent (3%) off the Contract Reference Price as reflected when Member logs into its account on Grainger's Website at time of transaction. Upon addition of any new service to Grainger.com to which a Contract Reference Price is assigned, Grainger will offer that service at 3% off such Contract Reference Price. Service(s) added to Grainger.com during the term of this Agreement will be immediately included as part of the Contract and no written amendment shall be necessary to include them under Contract terms and conditions.

I. IMPACT OF DIFFERENT PRICING

Grainger's offer is unique to new and current affiliated Members to the NJPA Public Safety Contract, in that any affiliated Member will also have access to Grainger's MRO pricing and products. This will allow NJPA Members to streamline their procurement process and operations for MRO items and materials.

Pricing and discounts reflected in this NJPA Public Safety contract will also be reflected in NJPA's MRO contract 102114. Similarly, pricing and discounts reflected in NJPA MRO contract will be reflected in this NJPA Public Safety contract.

V. MINORITY, SMALL BUSINESS AND WOMEN BUSINESS ENTERPRISE

Grainger has over twenty (20) years of successful experience offering ESB/MBE/WBE/DV companies opportunities through two core programs. Grainger's Supplier Diversity Program affords ESB/MBE/WBE/DV manufacturers and suppliers access to Grainger's 1.2 million US customers. Grainger has 170 ESB/MBE/WBE/DV product suppliers providing items to customers through our catalog and distribution channels. These Certified Supplier Diversity companies employ more than 9,000 people across the US.

Grainger's Distributor Alliance program provides opportunities for ESB/MBE/WBE/DV companies to assist government agencies in meeting their MRO product and service requirements. In the Distributor Alliance reseller program, NJPA members can leverage these companies' expertise and experience to buy their MRO products and meet ESB/MBE/WBE/DV goals. The program has grown to more than sixty (60) distributors offering products in all states.

VI. GRAINGER PRODUCT SOURCING PROGRAM

Grainger's sourcing team procures Public Safety supplies products not found in the Grainger General Catalog. Grainger's sourcing team leverages Grainger's buying power for Public Safety products not included in its 1.5 million Catalog product offering and provides customers with a total cost solution for acquiring infrequently ordered items. Through this capability, Grainger provides quick access to over 6,500 suppliers. Additionally, this

channel provides access to line extensions (non-Grainger General Catalog product from Grainger General Catalog suppliers) and some discontinued product catalog lines.

Sourcing is a Center of Excellence designed to extend Grainger's product breadth and depth, beyond our standard offer and allows customers to further consolidate their purchases of maintenance, repair, and operating supplies. Please see Exhibit 16, ***Grainger's Sourcing Terms and Conditions*** and Exhibit 17, ***Grainger Sourcing Literature***

VII. PREPAID FREIGHT PROGRAM

Grainger offers the NJPA Member pre-paid freight on standard ground shipments. Title transfers to NJPA Members at time of delivery, FOB Destination. Other terms and fees may apply for shipment of product to Alaska, Hawaii, U.S. Territories as well as export orders and orders placed for Sourced Products. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier will be paid by Member.

VIII. EMERGENCY SERVICE PROGRAM

After Hour 24/7 Emergency Service: Grainger's after hours emergency service is provided at no extra cost to the NJPA member. Assistance after standard Grainger branch business hours is provided through a toll-free number (800-225-5994). The call center will engage local Grainger team members to provide assistance. The local team will contact the NJPA member within 1 hour of the initial call to address the emergency need.

24-hour service and support personnel are also available to assist in response to emergency situations faced by state and local governments such as man-made and natural disasters.

Grainger will waive its customary \$50 emergency fee as defined in our response for NJPA Members.

VII. NJPA MEMBER INCENTIVE

Grainger proposes a One Percent (1%) NJPA Member Incentive payable to those NJPA Members who meet the following criteria: (1) have made at least Twenty-five Thousand Dollars (\$25,000.00) in total Qualifying Purchases, defined as purchases from MRO contract 102114 and this Public Safety contract during the immediately preceding Contract Year; AND (2) have demonstrated purchase growth of at least Ten Percent (10%) over the immediately preceding Contract Year. For those NJPA Members with no prior purchase history with Grainger, the NJPA Member Incentive will be offered upon the achievement of at least Twenty-five Thousand Dollars (\$25,000.00) in Qualifying Purchases during the applicable Contract Year.

Total Qualifying Purchases Incentive will be paid to NJPA Members by Grainger within forty five days (45) following the end of the respective Member MRO contract 102114 year.

**AMENDMENT #2
TO
CONTRACT #121416-WWG**

THIS AMENDMENT is by and between **Sourcewell** and **W.W. Grainger, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Public Safety and Emergency Management Related Equipment, Supplies, and Services, to Sourcewell and its Participating Entities (Contract).

The parties agree to extend the Contract to satisfy the validated needs and requests of Sourcewell Members.

This Amendment is effective upon the date of the last signature below and has the effect of extending the Contract through August 31, 2022.

The Contract will not be extended again for additional time and that during the term of this extension Sourcewell will no longer market the Contract.

The Contract and all prior amendments are incorporated into this Amendment.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

W.W. Grainger, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Procurement Officer

DocuSigned by:
By: Allison Darling
Allison Darling

Date: 12/14/2021 | 4:39 PM CST

Title: Sr. National Government Sales Manager

Approved:

Date: 12/14/2021 | 3:58 PM CST

DocuSigned by:
By: Chad Couette
Chad Couette, Executive Director/CEO

Date: 12/14/2021 | 4:41 PM CST