



Contract # MA4601

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following

Contractor:

<u>W.W. Grainger, Inc</u>		
	Name	
<u>P.O. Box 419267</u>		
	Address	
<u>Kansas City</u>	<u>MO</u>	<u>64141-6267</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Caleb Moore Phone #253-306-2875 Email caleb.moore@grainger.com
Vendor #VC0000102434 Commodity Code #67015, 45024, 44582

2. CONTRACT PORTFOLIO NAME: Building Maintenance, Repair, and Operation Supplies
3. PROCUREMENT: This contract is entered into as a result of Solicitation #AS24-85.
4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none.
5. Prompt Payment Discount (if any): n/a. Discount Guarantee Period (if any): term of the contract.
6. Administrative Fee, as described in the Solicitation and Attachment A: 1.0.
7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
ATTACHMENT B: Scope of Work
ATTACHMENT C: Discount Categories
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

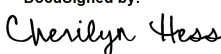
CONTRACTOR

 Digitally signed by Caleb Moore
Date: 2024.06.28 13:15:00 -06'00'

Contractor's Signature

Caleb Moore Government Sales Manager 6/28/2024
Print Name Title Date

STATE

DocuSigned by:

8F4EFD4CD1A44E...
Director, Division of Purchasing

6/28/2024
Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

Changes to: 3, 10, 17, 18, 21, 22, 29, and 30

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A. If Eligible User intends to procure items with federal funds, it shall provide Contractor notice of such intent within a reasonable time of ordering the items.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

- a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all third-party claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
 11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise mutually agreed upon, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor at its option will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification, or as otherwise mutually agreed upon, informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation, provided Contractor is given written notice of any new insurance requirement and is afforded a reasonable amount of time to comply.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination. Standard ground freight shipments are paid by Contractor on all Catalog Product orders. All other freight charges (non-standard) imposed by the freight carrier related to the shipment & shipments such as oversize, special handling, expedited or hazmat are paid by the Eligible User. In all instances, additional shipping charges shall be presented to the Eligible User prior to purchase. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and following consultation with Contractor, and at Contractor's expense: (i) return the Procurement Item(s) within thirty (30) days after delivery, for a full

refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor's liability is limited to the cost of the product or service that gave rise to this claim. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Contractor, at its option, will repair, replace, or otherwise correct and deliver nonconforming Procurement Item(s) in accordance with and shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) debar/suspend Contractor from receiving future contracts from the Division; or (iv) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, non-standard additional freight charges, if any, or adjustments) made under this Contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
- c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, vendors contracting with the State to provide any good or service, including supplies, information technology, or construction services, must certify that they are not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Vendors must also agree not to engage in either boycott for the duration of this Contract. For example, a vendor may not, without an ordinary business purpose, boycott the State of Israel or boycott companies that (1) engage in activities related to traditional energy, mining, agriculture; (2) engage in the manufacture, distribution, sale, or use of firearms; (3) do not meet environmental standards beyond applicable state and federal laws; or (4) do not facilitate access to abortion or sex characteristic surgeries. Accordingly, Contractor certifies that it is not currently engaged in either an economic boycott or a boycott of the State of Israel, or both. Contractor also certifies that it will not engage in such boycotts during the term of this Contract. If Contractor does engage in either such boycott, or both, it shall promptly notify the State in writing.

(Revision Date: 6/8/2023)

Attachment B: Scope of Work

Building Supplies (MRO)

1. Ordering

Contractor shall supply items in all awarded categories listed in Attachment C Contract Category Discounts. Orders will be placed directly with the Contractor by the Eligible Users. The Contractor will ship and invoice in accordance with the terms. The Eligible User will remit payment directly to Contractor.

Eligible Users can order in the following ways:

- Online through Grainger.com (Grainger Landing Page)
- The Grainger mobile app (available in the App Store and Google Play)
- Toll-free phone
- Email
- Online chat
- KeepStock® Inventory Management Solutions
- In-person in a Contractor Branch
- Account Management Team
- eProcurement EDI, XMLAll

Contractor offers a general catalog discount of 5% on all catalog items outside of the awarded category items. Volatile commodities may be excluded.

2. Delivery Requirements

Delivery is required within 1-10 calendar days, or otherwise agreed upon by the parties. Products shall be delivered as requested on the purchase order. **No delivery/shipping fees will be charged on standard ground freight shipments. All other freight charges (“non-standard freight charges”) imposed by the freight carrier related to the shipment & shipments such as oversize, special handling, expedited or hazmat are paid by the Eligible User. The non-standard freight charges will be quoted/presented to the Eligible User and agreed upon prior to the order being shipped.**

Shipments shall be F.O.B. destination freight prepaid. The Contractor shall retain title and risk of loss until products 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 State will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Any replacement items will be free of charge and no shipping/delivery fees assessed.

The cost to replace or repair products damaged during transportation and delivery will be the responsibility of the Contractor.

Contractor shall provide the State with a monthly Customer Service Level Scorecard that presents the following Key Performance Indicators (KPIs) no later than fifteen (15) calendar days following the end of each Contract month:

- On Time Delivery
- Fill Rate
- Complete Shipment Rate
- Product Accuracy
- Invoice Accuracy

3. Procurement Card Policy

P-Card Policy: The Contractor accepts all types of VISA, MasterCard, Discover, and American Express cards.

4. Customer Service Representatives and Locations

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

After Hours Support: Should a critical product be needed after standard U.S. branch business hours, the eligible user can call 800-CALL-WWG (1-800-225-5994) toll-free. Contractor's after-hours service works in the following manner:

1. A Customer Support representative from a U.S.-based Customer Service Center answers the call
2. The Customer Support representative will collaborate with a local Contractor branch employee
3. The branch employee will contact the eligible user within 60 minutes of the call to arrange to meet at the branch and fulfill the critical order.

Technical Support: A representative must be available for technical support regarding product features and compatibilities during the product warranty period via telephone, in person, or by email. The technical support must be accessible to people with disabilities.

The Contractor's Customer Service encompasses Leadership, Account Managers, Customer Service Associates, Branch Store, and Technical Advisors. All customer service team members

will have training, expertise, and experience addressing the State of Utah Agreement, including the Contractor product and services lines and product inventory and delivery. Each Contractor Team member providing customer service has access to the State's account holder invoices and records and responsibility to engage further resources companywide to assist the Eligible User.

Team Member Title	# aligned to the State	How They Service the State
Group VP for Government VP for Government	1 1	Oversee and direct preparation of response to the State's RFP, supervise preparation of implementation strategy and direction and coordination of state-wide service to the State's members.
Regional Sales VP, Western Region Government Director	1 1	Lead strategy implementation and service to each State of Utah customer.
Government Sales Manager	1	Primary State Grainger lead implementing and executing Grainger's State of Utah agreement with an emphasis on State partnership and agency engagement. Conduct quarterly business reviews. As needed, determine and execute new purchasing protocols, program rollout across all agency locations including, acquisition control, energy efficiency and sustainability, safety diversity alliance. Ensures contract compliance and education with all sales team members to deliver state-customized solutions.
Government Program Mgr.	1	Works with Public Safety Responder and Emergency Management agencies and departments to understand their unique needs, plans, and processes to protect people and property and respond to and recover from natural and man-made disasters.
District Sales Manager	3	Lead sales strategy and execution for aligned sales team members. Meet with key agency officials to understand agency objectives and requirements. Drive accountability for all Grainger sales team members to understand and improve how we can service NASPO Members more effectively.
Sr. Account Manager Account Manager Government Account Rep Account Relationship Mgr.	1 4 1 4	Provide person-to-person support to individual Members as to critical assistance supporting the agency's mission in context of MRO requirements. Proactively meet with Members to discuss challenges and drive continuous improvement measures.
Local Branch Teams Hill AFB Team	26 2	Across Grainger's 250 US full-service branch locations, averaging 13 employees per location, team members can assist in account matters, technical product support, will call service product purchase or returns and 24/7 emergency support.
Customer Support Team	1,892	Grainger has four U.S.-based Customer Support Centers (Lake Forest, IL, Janesville, WI, Waterloo, IA, and Phoenix, AZ) that help the State customers via phone, email and chat to assist members to: <ul style="list-style-type: none"> - Help placing orders. - Information on order status (including backorders) and deliveries. - Price information based on the State of Utah's contract. - Detailed product information (including availability, product search, and technical support) - Help with emergency orders. - Product quotes - Assistance around any other State concerns

5. Return Policy and Process

Returns for Contractor products must be made within 1 year from the date of purchase unless otherwise indicated. Returned product(s) must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required. The Contractor will either replace the product or issue a credit for the purchase price. Returns of non-General Catalog items may be subject to a restocking charge. There are no return fees for order related caused by the Contractor.

Returns Process.

Before returning any product, Eligible User should contact Contractor either by logging on to grainger.com/returns or calling Contractor's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases. If you are shipping the product, please do as follows:

1. Carefully package the item(s) and include the packing slip.

2. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number and the item number for the product.
3. Indicate whether you would like a replacement product or a credit.
4. Ship the package to the nearest Grainger branch
5. Please prepay shipping – Contractor does not accept Cash on Delivery (C.O.D.s).
6. For assistance with returns, call Grainger Customer Care at 1-800-GRAINGER (472-4643)

Custom orders are sold on a “Final Sale” basis only. No cancellations, returns, refunds or credits are allowed.

6. Warranty

Contractor must guarantee that all products offered are new, in ongoing production, and/or currently functioning in a user environment. The Contractor ensures that all products are authorized for sale in the United States and have the original manufacturer’s serial number, which shall not have been altered in any way.

Satisfaction Guarantee to All Eligible Users.

Eligible User should contact Contractor if not satisfied with a product for any reason. Contractor will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Contractor.

Limited Warranty.

- A. All products sold are warranted by Contractor only to Eligible Users for use in government and not resale.
- B. Contractor warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of invoice from Contractor, unless otherwise stated. Provided that Contractor accepts the product for return during the limited warranty period, Contractor may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by the Eligible User. Eligible User must return the product to the appropriate Contractor branch or authorized service location, as designated by Contractor, shipping costs prepaid. Contractor's repair, replacement, or refund of amounts paid by Eligible User for the product, shall be Eligible User'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 Contractor. Contractor disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Contractor also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Contractor expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Contractor's

liability in all events is limited to the purchase price paid for the product that gives rise to any liability.

Return Policy.

A. Contractor 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 Contractor is required for all returns. Contractor's 30-day satisfaction guarantee does not apply to "Line-Item Extension Products" and products sold on a "Final Sale" basis.

B. Returns After 30 Days. Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Contractor is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Line-Item Extension Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Contractor.

C. 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 Line-Item Extension Product quotations or invoices as "Non-Cancellable" or "Non-Returnable"; and (vi) any other items that Contractor may designate as a "Final Sale" from time to time.

7. Fee Based and Value Add Services

Contractor can provide additional fee based and value add MRO Line-Item Extension services such as recycling, MRO vending machines, disaster recovery services, access to trade shows and training events, and a wide variety of MRO related solutions. Additional Line-Item Extension services shall be performed by Contractor directly or by Contractor as an authorized distributor of vetted/contract vendors/service providers. A sampling of additional Line-Item Extension services offered by Contractor include, but are not limited to:

- Software Punch-out Capability
- Installation, Repair, Maintenance & Turnkey Solutions & Services
- Inventory Management Solutions (KeepStock)
- Vendor-Managed Solutions
- Vending Solutions
- Customer-Managed Solutions
- Small Business Programs
- Green / Sustainability Programs
- Training & Education
- Customer Support Services
- Line Item Extensions/Special Order Sourcing
- Online Solution Center

- Consulting Services
- Grainger's Footwear Program
 - Shoemobile Solution
- Grainger's Prescription Eyewear Program
- Emergency Preparedness Services
- KeepStock Fee Based Solutions
- Managed MRO
- KeepStock Organize
- Safety Services and Technical Training
- Energy Services
- Lighting Services
- Facility Services
- Custom Product Center
- Safety In-Field Specialist Assessments

Safety EHS Services: Contractor's Environmental, Health & Safety Services help Eligible Users protect their people, facilities, and the environment. The Contractor provides comprehensive solutions addressing:

- Assessments, audits, studies & testing.
- Preparing specific safety programs, policies and procedures, and implementation plans.
- Training
- Installations, repairs, certifications & permitting\
- Specialty services, such as workshops, and rentals.

Many Safety EHS Service assessments and audits are provided at no additional fee for Eligible Users. The Contractor account manager can assist in determining the scope of work required.

Energy/Sustainability Services: The Contractor can identify and implement a wide range of efficient solutions for Eligible Users to help design and facilitate the installation of energy-saving and water conservation measures.

Facility Services: The Contractor Facilities Services help prolong the life of the Eligible Users building and structures and support safety initiatives. These services keep facilities dry, safe, and sustainable. Services include:

Building Envelope Services

- Roof Restoration: Rooftop Safety Installation and Roof Cleaning
- Façade Services
- Parking Garage Services
- Building Condition Assessments
- Paving Services
- Ceiling Tile Installation/Replacement.

Flooring: Concrete Polishing, Floor Design and Installation, Floor Repairs, and Floor Striping.

Assembly & Installation Services

- Shelving & Racking
- Fencing
- Modular Units - Lab Furniture & Equipment

The Contractor's Government Program Managers interface with Public Safety Eligible Users to gain an understanding of public safety and emergency preparedness plans. They participate in drills and exercises and work with the Eligible Users during and post-event to assist the Emergency Operations Center (EOC) in their response.

The Contractor's Field Safety Specialists help solve Eligible User's EH&S challenges by providing safety assessments, cost-saving projects, and program standardization strategies. They bring safety and health knowledge to Eligible Users' locations. They can align the right supplier representatives and additional technical resources to help meet product and service needs.

Contract Overview Training: The Contractor will support the Eligible Users in the design and/or deliver tailored training to increase knowledge of the contract and its benefits and effective access to Grainger.com, e-procurement applications, and vending, if applicable.

Online Training: The Contractor also offers online training available 24/7 for no additional fees on the following topics:

- Grainger.com user training
- Sustainability programs such as Site Assessments & ROI calculators
- KnowHow® Resource and Training
- Ask an Expert
- Grainger Safety Solution Center
- Managed Footwear Program

Onsite Supplier Training & Demonstrations (On Site and Off): Contractor's Account Management Team will collaborate with the State's Eligible Users and key suppliers to bring hands-on demonstrations and training to customers for new products or training on usage. Eligible Users are able to leverage a value add session at a supplier site for further education

Direct Technical Support: The Contractor offers direct technical support from knowledgeable field personnel and manufacturers' field representatives from key suppliers who dedicate field resources to work solely with the Contractor's representatives.

The Contractor's in-house 150 team member Technical Product Support (TPS) can answer product-related questions and resolve complex technical issues.

- Ready to help the State's end users pick products, manage installation, troubleshoot, and access suppliers.
- Chosen based on in-depth professional field experience.

Grainger's Field Safety Specialists: These safety professionals help solve Eligible Users' EH&S challenges by providing safety assessments, cost-savings proposals, and program standardization strategies. The safety professionals are strategically positioned across the US to bring safety and health knowledge to the Eligible User's location. They can align the right

supplier representatives and additional technical resources to help meet the Eligible User's product and services needs.

Trade Shows & Training: As a Contractor customer, Eligible Users may have access to Contractor hosted trade shows and training events. One such Show is the Grainger Show, which is held every two years and brings together in one forum customers, suppliers, and sales team members for a 2 ½ day event encompassing educational classes for continuing education credits, access to manufacturer and supplier representatives, and hands on opportunities with a broad variety of maintenance, repair, and operations products, solutions, and services. Contractor Team Members and Supplier Representatives lead training certification courses, provide best practices, and speak to current challenges and trends in the world of facility MRO. Invited attendees require authorization from their respective ethics advisor prior to participation.

Attachment C Contract Category Discounts

Contractor shall apply the following Contract Category Discount percentages to all Contract purchases.

Contract Number		MA4601
Vendor		W.W. Grainger
Category		Discount %
1	Janitorial and Sanitation	14%
2	Fasteners	30%
3	Material Handling	10%
4	Plumbing	16%
5	Power Source	14%
6	Landscape & Outdoor Equipment	10%
7	Lighting	15%
8	HVAC	13%
9	Hand Tools	10%
10	Power Tools	9%
11	Electrical and More	18%
12	Paint and Supplies	10%
13	Security	13%
14	Safety	16%

Contract Category Discounts: Contract category discounts for the fourteen (14) named Contract categories will remain fix/firm for the terms of this Contract, including renewal terms.

Other Category Discount: Grainger has an entire catalog of over 1.5M products and services across the full spectrum of MRO categories. These categories include, but are not limited to: Abrasives, Adhesives, Sealants and Tape, Cleaning and Janitorial, Electrical, Electronics and Batteries, Fleet and Vehicle maintenance, Furnishings, appliances & Hospitality, HVAC & Refrigeration, Hardware, Hydraulics, Lab Supplies, lighting, Lubrication, Machining, Material Handling, Motors, Office Supplies, Pipe, Hose, Tube & Fittings, Plumbing, Pneumatics, Power Transmission, Pumps, Raw Materials, Reference and Learning Supplies, Safety, Security, Test Instruments, Public Safety Equipment, Outdoor Equipment, Packaging and Shipping, Paints Equipment and Supplies.

Pricing for products within Contractor's other catalog product categories not listed herein will be at Contractor's Contract Reference Price ("CRP"), minus at least five percent (5%). Contractor uses its Contract Reference Price, which is similar to other's contract list price, as a market-based price point applicable to Contractor contract customers. Contractor's CRP is the price point to which Contract Discounts will be applied at the time of sale. Contractor periodically reviews and adjusts its CRP to ensure Contractor's pricing remains market competitive.

Volatile Product: Contract Category Discounts and Other Catalog Discount is not applicable to

Contractor designated Volatile Product.

Pricing for Line-Item Extension Products and Services: The pricing model for Contractor's Line-Item Extension Product and 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 Eligible User's purchase of Line-Item Extension Product or Services. Upon request, Contractor will provide Eligible User a quotation from the source of supply or vendor of the Line-Item Extension Products or Services requested, 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 Line-Item Extension Product or Services terms, the additional Line-Item Extension Product or Services terms shall prevail. Further detail as to Line-Item Extension terms and conditions are presented below.

Terms and Conditions for Line-Item Extension Products and Services.

Contractor will procure products and services not available through the Contractor General Catalog or website ("Line-Item Extension Products and Services"). The pricing model for Line-Item Extension Products and 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 Eligible User's purchase of Line-Item Extension Products and Services. Upon request, Contractor will provide Eligible User a quotation from the Contractor's vetted and contracted source of supply or vendor of the Line-Item Extension Product and Service, 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 Line-Item Extension Product and Service terms, the additional Line-Item Extension Product and Service terms shall prevail.

1. Line-Item Extension Products.

a. Line-Item Extension Products Shipping. Unless otherwise agreed to in writing between Contractor and Eligible User, Line-Item Extension Products are shipped with all costs imposed by the carrier related to the shipment paid by Contractor. Title and risk of loss pass to Eligible User upon receipt of shipment.

b. Line-Item Extension Product Limited Warranty. The product warranty provided by the manufacturer and/or supplier of the Line-Item Extension Product will be Eligible User's sole remedy. Contractor's standard limited warranty terms included in this agreement or Contractor's website terms and conditions, to the extent applicable, do not apply to Line-Item Extension Products.

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

d. Line-Item Extension Product Returns. An RGA (Returned Goods Authorization) must be issued by Contractor prior to returning Line-Item Extension Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the Line-Item Extension Products supplier, and not to a Contractor location, unless otherwise instructed in the RGA. Returned Line-Item Extension Products may incur a restocking fee based upon the Line-Item Extension Product sell price, plus freight paid by Contractor and added to the invoice, unless the shipment of Line-Item Extension Products was the result of Contractor or manufacturer error, or the Line-

Item Extension 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 Line-Item Extension Products are defective.

e. In the event that Contractor agrees to stock an agreed upon quantity of Line-Item Extension Products for Eligible User, upon expiration or termination of the Agreement, Eligible User agrees to purchase all remaining stocked Line-Item Extension Products. Contractor will invoice Eligible User within (30) days of expiration, cancellation, or termination of the Agreement.

2. Line-Item Extension Services.

a. Line-Item Extension Services Performance. The performance of Line-Item Extension Services will be governed by the following additional terms and conditions (“additional service terms”). Line-Item Extension Services may be performed by: (i) Contractor, its subsidiaries, affiliates, or subcontractors (“Contractor”); or third-party service providers vetted and contractually aligned with Contractor (“third-party providers”). For purposes of this section, “Line-Item Extension Service Provider” refers to either Contractor or a third-party vetted and contracted provider depending upon which of them is performing services, and “service provider personnel” refers to personnel of such Line-Item Extension Service Provider.

b. Line-Item Extension Service Specific Terms. The terms and conditions contained in this section are extended solely by the specific Line-Item Extension Service provider performing Line-Item Extension Service and should be considered opportunity specific. A Line-Item Extension Service Provider may require Eligible User via Contractor to execute additional contractual documents prior to the performance of Line-Item Extension Service, which documents may modify the terms between Eligible User and Contractor specific to the Line-Item Extension Service sold. In the event of a conflict between the standard terms and conditions in this Contract and additional Line-Item Extension Service terms, the additional Line-Item Extension Service terms shall prevail for the performance of the Line-Item Extension Services sold.

c. Line-Item Extension Service Limited Warranty. All Line-Item Extension Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Line-Item Extension Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Line-Item Extension Service (“limited warranty period”). If Line-Item Extension Services are improperly performed and Eligible User notifies Contractor of the improperly performed Line-Item Extension Service during the limited warranty period, then Contractor will coordinate with the Line-Item Extension Service provider to re-perform those Line-Item Extension Services, in whole or in part, as necessary to cure the particular issue, or at the Line-Item Extension Service provider’s sole option, refund the amount paid by Eligible User for the Line-Item Extension Service directly attributable to the particular issue. The Line-Item Extension Service provider’s re-performance or refund of amounts paid by Eligible User for the Line-Item Extension Service directly attributable to the particular issue shall be Eligible User’s sole and exclusive remedy.

d. Line-Item Extension Service Warranty Disclaimer. To the maximum extent permitted by applicable law, the express warranties set forth in this section for Line-Item Extension Services are in lieu of all other warranties, express or implied, and the Line-Item Extension Service provider disclaims, and Eligible User waives, all other warranties for Line-Item Extension 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 Line-Item Extension Services for their intended purpose and shall

not apply to Line-Item Extension Services which have been subject to modification by Eligible User or any third party.

e. Line-Item Extension Service Limited Liability. Contractor and third-party providers expressly disclaim any liability for consequential, incidental, special, exemplary or punitive damages in the performance of Line-Item Extension Services. The liability of Contractor or any third-party provider performing Line-Item Extension Services in all circumstances is limited to, and shall not exceed, the purchase price for the performance of the portion of Line-Item Extension Service that gives rise to any liability.