



Grainger's Louisville, KY, Distribution Center

Facilities MRO & Industrial Supplies

Commonwealth of Kentucky in
collaboration with NASPO
ValuePoint

Solicitation Number RFP 758 2400000228

Submitted by:

Christopher Carroll
National Government Sales Manager
W.W. Grainger, Inc,
Christopher.Carroll@grainger.com
706-424-1743

April 29, 2024

*Supplies and Solutions
for Every Industry®*





Executive Summary

April 29, 2024

Mr. Daniel Salvato, CPPB, NIGP-CPP, KCPM
Assistant Director, Division of Goods and Services
Finance and Administration Cabinet
Office of Procurement Services
Commonwealth of Kentucky
200 Metro Street, 5th Floor
Frankfort, KY 40622

Re: Response of W.W. Grainger, Inc.,
Request for Proposals for Facilities MRO and Industrial Supplies
Solicitation Number RFP 759 2400000228

Dear Mr. Salvato:

On behalf of W.W. Grainger, Inc. (Grainger), thank you for the opportunity to provide our response to Request for Proposal (RFP) 758 2400000228, Facilities MRO and Industrial Supplies, issued by the Commonwealth of Kentucky (Commonwealth) in collaboration with NASPO ValuePoint (NASPO).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Attachment 07, OFFEROR RESPONSE WORKSHEET



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○ [REDACTED]

[REDACTED]

[REDACTED]

For over 20 years, Grainger has been privileged to partner with NASPO and its State and Local Government Members in helping keep its citizens and employees safe and facilities well maintained. [REDACTED]

[REDACTED]

Thank you for considering our proposal.

Respectfully,

A handwritten signature in cursive script, appearing to read "Christopher Carroll".

Christopher Carroll
Senior National Government Sales Manager- NASPO ValuePoint
W.W. Grainger, Inc.
Christopher.Carroll@grainger.com
Phone: 706-424-1743 | www.grainger.com

CONFIDENTIALITY

Information contained in this proposal is owned by W.W. Grainger, Inc. ("Grainger"). Sections annotated as **"This Page Contains Open Records Act and Trade Secret Act Protected Information"** contain information that is protected from release by the Kentucky Open Records Act, KRS 61.878(1)(c)1. and Kentucky Uniform Trade Secrets Act, KRS 365.880(4). The contents of this proposal are solely intended for use by the Commonwealth of Kentucky (Commonwealth) in collaboration with NASPO ValuePoint (NASPO) Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the Commonwealth of Kentucky (Commonwealth) and NASPO ValuePoint (NASPO) Members without the prior written consent of Grainger.

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Attachment 07 OFFEROR RESPONSE WORKSHEET

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

I. RESPONSE TO MANDATORY MINIMUM PROPOSAL REQUIREMENTS

To be considered for evaluation, Proposal must contain each of the following:

- Categories of Products and EPP (Attachment 02)
- Offeror Information, Acknowledgements, and Certifications (Attachment 06)
- Offeror Response Worksheet (Attachment 07)
- Percentage off List (Attachment 08)
- Market Basket (Attachment 8-1)
- Proposed Deviations to Sample Master Agreement (Attachment 09)
- Redlined Sample Master Agreement, if applicable (Attachment 04)
- Claim of Business Confidentiality (Attachment 10)

II. RESPONSE TO DESCRIPTION OF PRODUCTS AND SERVICES

- A. Attachment 2, Categories of Products and EPP. Offeror must complete the attachment.
- ~~B. Describe Offeror's plan for providing the Products and EPP (if applicable) identified in Attachment 02.~~
- ~~C. Provide evidence of Offeror's ability to provide the Products and EPP (if applicable) identified in Attachment 02.~~
- ~~D. Describe Offeror's ability to fulfill Contractor Responsibilities and Tasks identified in the Description of Products and EPP, Attachment 02.~~

III. RESPONSE TO TECHNICAL CRITERIA

- A. **Description of Products.** Offerors shall provide a full detailed description of their company and the products offered related to this solicitation. The Offeror shall provide a description of its ability to provide the products, supply chain distribution, stock items, outages notifications, environmental efforts within the company, geographic availability, etc.

Company Overview

W.W. Grainger, Inc. (Grainger) is a leading broad-line distributor with operations primarily in North America, Japan, and the United Kingdom.

Founded in 1927, Grainger has survived and thrived through some of America's most difficult times: the Great Depression, war, recessions, the COVID-19 global



pandemic, and an ever-changing marketplace. Through it all, our founder, William Wallace Grainger, established an unwavering code of ethics and integrity that he passed on to his colleagues, suppliers, and future company leaders.

[REDACTED]

[REDACTED]

[REDACTED]

I [REDACTED]

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I [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The table below presents Grainger's product offer aligned to NASPO's 14 categories referenced within RFP Attachment 02 at Section III.

Grainger Provides All Products Requested in the RFP			
Category #	Category	Includes but not Limited to	# SKUs
 1	Janitorial Supplies, Equipment & Sanitation Cleaning Chemicals	Cleaning chemicals, hand soaps, paper products, trash can liners, adhesives	[REDACTED]
 2	Fasteners	Thread fasteners, anchors, bolts, cables, clips, hose couplings, inserts, lock nuts, pins, plates, rivets, screws, studs, washers	
 3	Material Handling	Hand trucks, ladders, welding supplies, shop supplies, containers, cabinets, chains, wire rope, pails/drums. Motor rider forklifts, reach trucks, order pickers, pallets jacks, stackers, tow tractors	

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Grainger Provides All Products Requested in the RFP			
Category #	Category	Includes but not Limited to	# SKUs
4 	Plumbing Equipment	Faucets, fittings, pipes, water filters, drains, pumps, plumbing tools	
5 	Power Sources	Electric power grid, electrical outlet, batteries, fuel cells, generators, alternators, solar power converters, electric vehicle charging stations and parts, solar energy, AC and DC power supply	
6 	Landscaping & Outdoor Supplies and Equipment	Seasonal lawn and grounds maintenance supplies	
7 	Lamps, Lighting, Ballasts & Equipment	Lamps, ballasts, fixtures, bulbs, diodes, tubes	
8 	Heating, Ventilation, Air Conditioning (HVAC)	Air filters, blowers, diffusers, fans, coolant, small heaters, air conditioning units (window and portable), foam coil cleaners, filters, valves	
9 	Hand Tools	Hammers, pliers, rakes, screw drivers, shoves, hand saws, measuring tools	
10 	Power Tools	Drills, saws, table saw, air compressor, band saw, sander	



Grainger Provides All Products Requested in the RFP			
Category #	Category	Includes but not Limited to	# SKUs
11 	Electrical Supplies & Equipment	Circuit breakers, conduits, electrical boxes, fuses, switches, outlets, cords, plugs	
12 	Paint & Related Supplies	Paint interior and exterior, primers, coatings, brushes, paint pans, fire retardant sealants, stirrers	
13 	Security	Cameras, strobes, safes, locks	
14 	Safety	Personal protective equipment, related building safety equipment, eye protection, protective clothing, barricades, fire escape ladders, master lock, hearing protection, head and face protection, hand sanitizer, gloves, sorbents	
15 	Other	MRO categories: abrasives, adhesives, sealants, tape, furnishings, appliances, hospitality, hardware, hydraulics, lubrication, machining, motors, packaging, pneumatics, power transmission, raw materials, reference & learning supplies, test instruments, sourcing	

Grainger also provides Members products grouped by specialized category, such as:

Environmentally Preferred Products (EPP)	Small & Diverse Products	Grainger Exclusive Brands
		

- **Environmentally Preferred Products (EPP) or Green:** Grainger offers one of the largest MRO sustainable product solution assortments in the market, with over 60,000 items. By choosing these products, NASPO



Members can actively contribute to reducing energy consumption and waste, improving indoor air quality, and conserving water, thereby making a significant positive impact on the environment.

- **Small or Diverse Products:** Grainger's Supplier Diversity Program affords NASPO Members access to over 7,000 diverse manufacturers and suppliers from our core portfolio and sourcing resources; an offering of over 720,000 products.
- **Private Label Products:** Grainger provides over 284,000 SKUs within our Private Label offer. These products assist NASPO Members in lowering costs while maintaining quality. Examples of our Private Label categories include, but are not limited to: Air Filters, Safety, Hand Tools, Material Handling.

Supplier Diversification Integrated with Nationwide Infrastructure

In a large, fragmented MRO industry, Grainger holds an advantaged position with its supply chain infrastructure and a broad in-stock product offering. Over 5,000 manufacturers and suppliers provide Grainger with more than 1.6 million products. 1.4 million of these items are stocked to varying degrees across our distribution center and store/branch network, with local market intelligence, to help drive our same-day and next-day availability service levels.

The strategic diversification of our sources of supply further strengthens our ability to provide products. No single supplier accounted for more than 5% of Grainger's total purchases for the year ended December 31, 2023, demonstrating our commitment to risk management and ensuring a stable supply chain.

- Grainger offers comprehensive inventory management through our **KeepStock®** program, which includes vendor-managed inventory, customer-managed inventory, and on-site vending machines.
- Grainger's 250 full-service **stores/branches** serve Members' immediate needs by allowing them to pick up items directly and leveraging store/branch staff for their technical product expertise and search-and-select support. Our total inventory square footage is over 26M square feet, positioning Grainger's total square footage as one of the largest in the supplier industry.
- Our 14 U.S. **Distribution Centers (DCs)** and six bulk warehouses, along with our store/branch footprint, are the backbone of our order fulfillment process, primarily through direct customer shipments. Advanced automation in our DCs ensure orders are shipped complete, enabling



next-day delivery and replenishing stores/branches that provide same-day availability to customers, a testament to our operational efficiency.

- When combining the above elements of our supply chain, with Grainger's meaningful relationships with national and regional transportation carriers, **99% of U.S. postal codes are reachable for same-day or next-day delivery service.**

Supply Chain Distribution & Geographic Availability

Just-in Time delivery drives Grainger's distribution system. Advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each customer. Inventory levels in our stores/branches and distribution centers are adjusted to meet NASPO Members' demand. This approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a customer's location, and the fastest means of delivery.

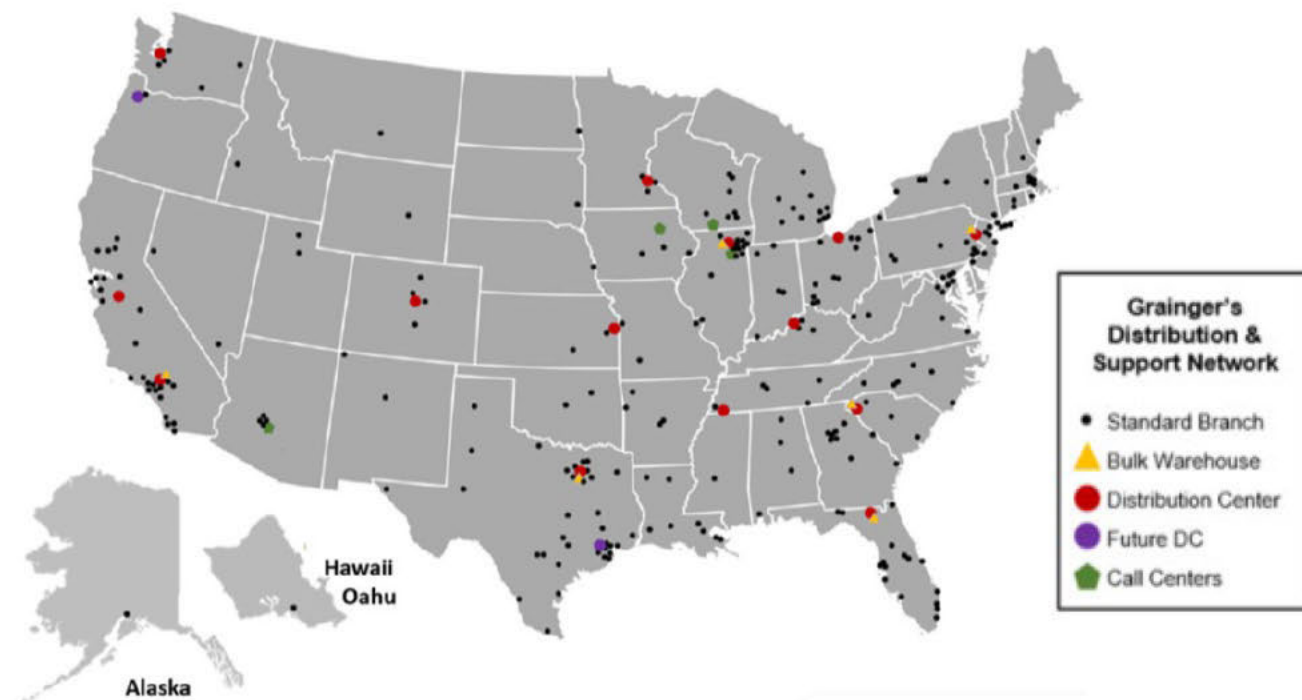
Grainger's supply chain reflects our focus on operational excellence to deliver fast, complete orders. Grainger's meaningful relationships with national and regional transportation carriers are critical to this capability.

GEOGRAPHIC AVAILABILITY

Grainger's 14 US owned distribution centers (DCs), 250 store/branch locations, and 6 bulk warehouses are detailed below. Additionally, two new distribution centers are under construction in Gresham, OR and Houston, TX.



Grainger's Distribution & Store/Branch Network



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

B. Company Information

1. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

In 1927, William W. Grainger founded W.W. Grainger (Grainger), Inc., as a wholesale electric motor sales and distribution business in Chicago, Illinois. Grainger has grown to become a leading broad-line distributor, with operations primarily in North America, Japan, and the United Kingdom.

2. **Company Size.** Identify the number of employees working for your company.

In 2023, Grainger had more than 26,400 global team members.

3. **Ownership Structure.** Describe your company's ownership structure.

W.W. Grainger, Inc., is a publicly owned Fortune 100 company whose shares are traded on the New York Stock Exchange under the ticker



GWW. Grainger's Board of Directors acts as the Company's steward for its shareholders' benefit. Grainger's Chairman of the Board and Chief Executive Officer oversee and direct the corporation's operations and activities and are assisted by other officers and employees.

4. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

[REDACTED]

5. Any additional information about the Offeror's company that could pertain to this RFP, if applicable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

C. Customer Service

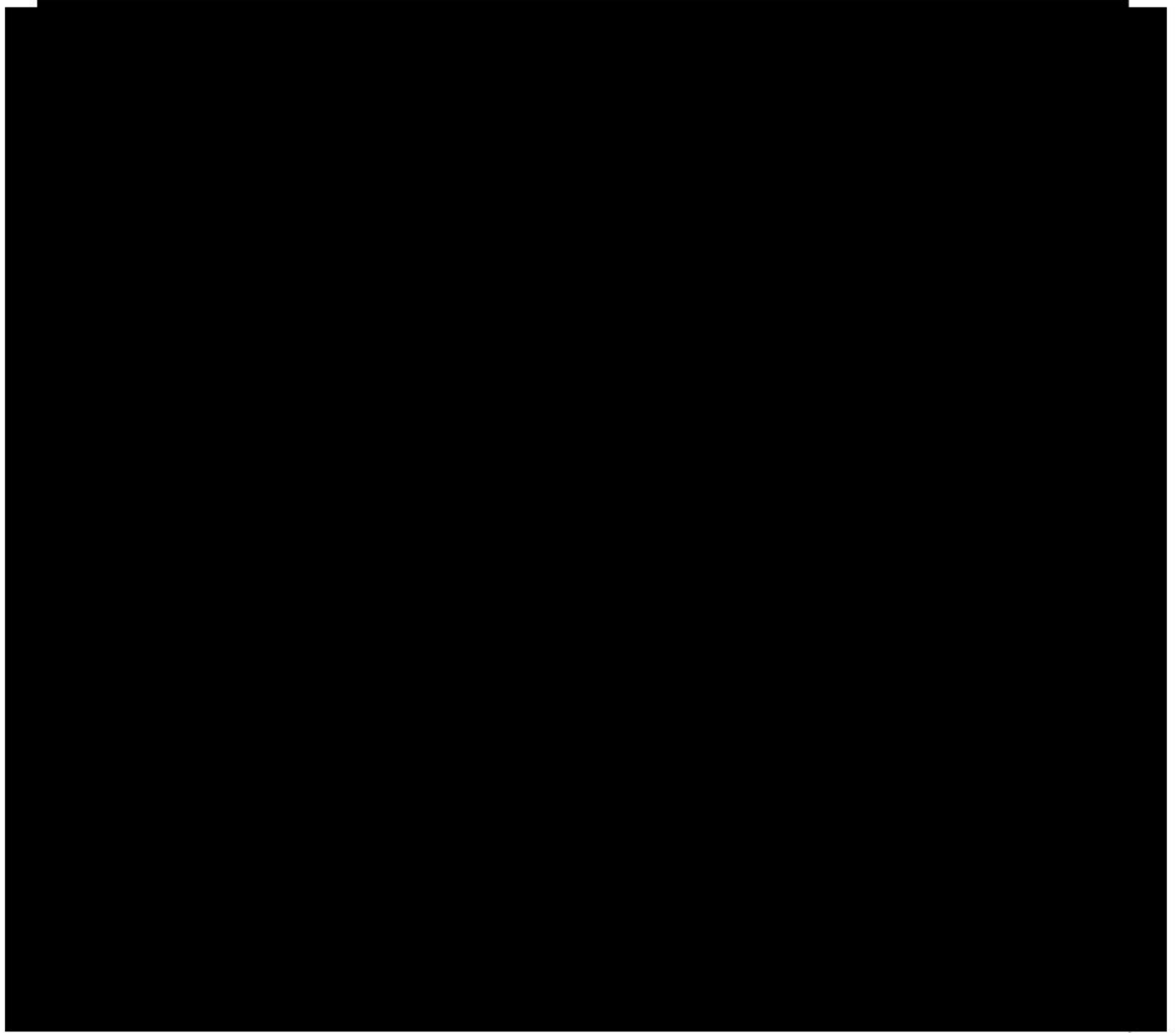
1. How will the Offeror service a Participating Entity's account if awarded? Does each representative have access to the Participating Entity's account information to best help them?

[REDACTED]

[REDACTED]

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2. Hours of operation if help is available via phone, a chat function online, etc. 8:00 am to 5:00 PM in EACH time zone would be preferred. Including an emergency contact with phone, email etc. of whom to contact after hours. Include in the response if the Offeror has a dedicated phone line or staffing for government sales.



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Agreement has an emergency contact, a dedicated Government Sales Manager, listed on their customized Grainger.com State landing page.

Hours of Operation		
Channel	Team Members	Hours of Operation
Phone: 800-472-4643 Email: CustomerSupport@grainger.com	♦ Customer Support Center & Technical Support	24 hours a day – 7 days a week
Chat	♦ Online Customer Service Representatives on Grainger.com	6am to 7pm, Monday - Friday CST 7am to 8pm, Monday - Friday EST 5am to 6pm, Monday - Friday MST 4am to 5pm, Monday - Friday PST
Online	♦ Grainger.com Chat assistance	6am to 7pm, Monday - Friday CST 7am to 8pm, Monday - Friday EST 5am to 6pm, Monday - Friday MST 4am to 5pm, Monday - Friday PST
Emergency Support 800-472-4643 Phone specific to Government Sales Manager	♦ Customer Support Representatives ♦ Government Sales Manager	24 hours a day, 7 days a week Listed on State customized grainger.com landing page.
In Person	♦ Grainger Branch Personnel (customer walk-in)	8:00am to 5:00pm, Monday - Friday, within respective US time zones. Hours may vary between branches.
	♦ Government Sales Team Members (In Person, Phone, Email)	7:00am to 5:00pm, Monday - Friday, within respective US time zones

3. Describe how Customer Service can assist a Purchasing Entity with finding sustainable and/or other products.

[Redacted]



[Redacted]



[REDACTED]

[REDACTED]

4. Describe the Offeror's quality assurance measures for both orders and any other customer service-related quality assurance measures.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

5. If there is an issue with an order placed or any other customer service issue, how are those addressed?

[REDACTED]

[REDACTED]

[REDACTED]

- Christopher Carroll, Senior National Government Sales Manager, NASPO Cooperative-Public Sector, at Christopher.Carroll@granger.com, 706.424.1743.

6. Describe Offeror's substitution policy that would apply if awarded a Master Agreement. Forced substitutions will not be allowed. Explain how the Offeror notifies customers of an out- of-stock item(s) including if Offeror notifies customers about how the equivalent item compares to the out-of-stock item.

[REDACTED]

[REDACTED]

[REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7. Describe the Offeror's online ordering system that Purchasing Entities would use to create a profile, place orders, track orders and other functions the system could have. If there are other ways to order Products, indicate that as well including connecting to eProcurement systems.

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

○

[illegible]



[REDACTED]

8. What is the Offeror's return policy.

Grainger's standard return process is as follows:

GRAINGER 30-DAY SATISFACTION GUARANTEE: Customers can return a Grainger Catalog product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.

RETURNS AFTER 30 DAYS: Unless otherwise noted, a customer can also return Grainger Catalog product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" is subject to the manufacturer's return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.

FINAL SALE ITEMS: Items sold on a "Final Sale" basis include: (i) Custom items; (ii) Purchases made under the Custom Product Center on Grainger.com; (iii) Special-order items; (iv) Emergency response items; (v) Items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable"; and (vi) Any other items that Supplier may designate as a "Final Sale".

D. Data Security

1. Describe the standard security measures, including PCI compliance for the Offeror's company. Some states may have additional data security requirements, which the Offeror must work with each Participating Entity if applicable. Describe an instance that a customer had additional security needs and how the Offeror adapted.

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[REDACTED]

Describe an instance that a customer had additional security needs and how the Proposer adapted.

[REDACTED]

2. Included in the response include where data is stored including any back up servers.

[REDACTED]



3. Has the Offeror had a data breach within the last 5 years? How quickly was the end user notified, the issue resolved and talk about any other outcomes.

[REDACTED]

[REDACTED]

E. Reporting

Participating Entities will have different needs when it comes to reporting. Describe Offeror's reporting capabilities including customization. (e.g., sales reporting, sustainability reporting, sustainable labeling available, usage reports, any other state reports needed by a Participating Addendum etc.).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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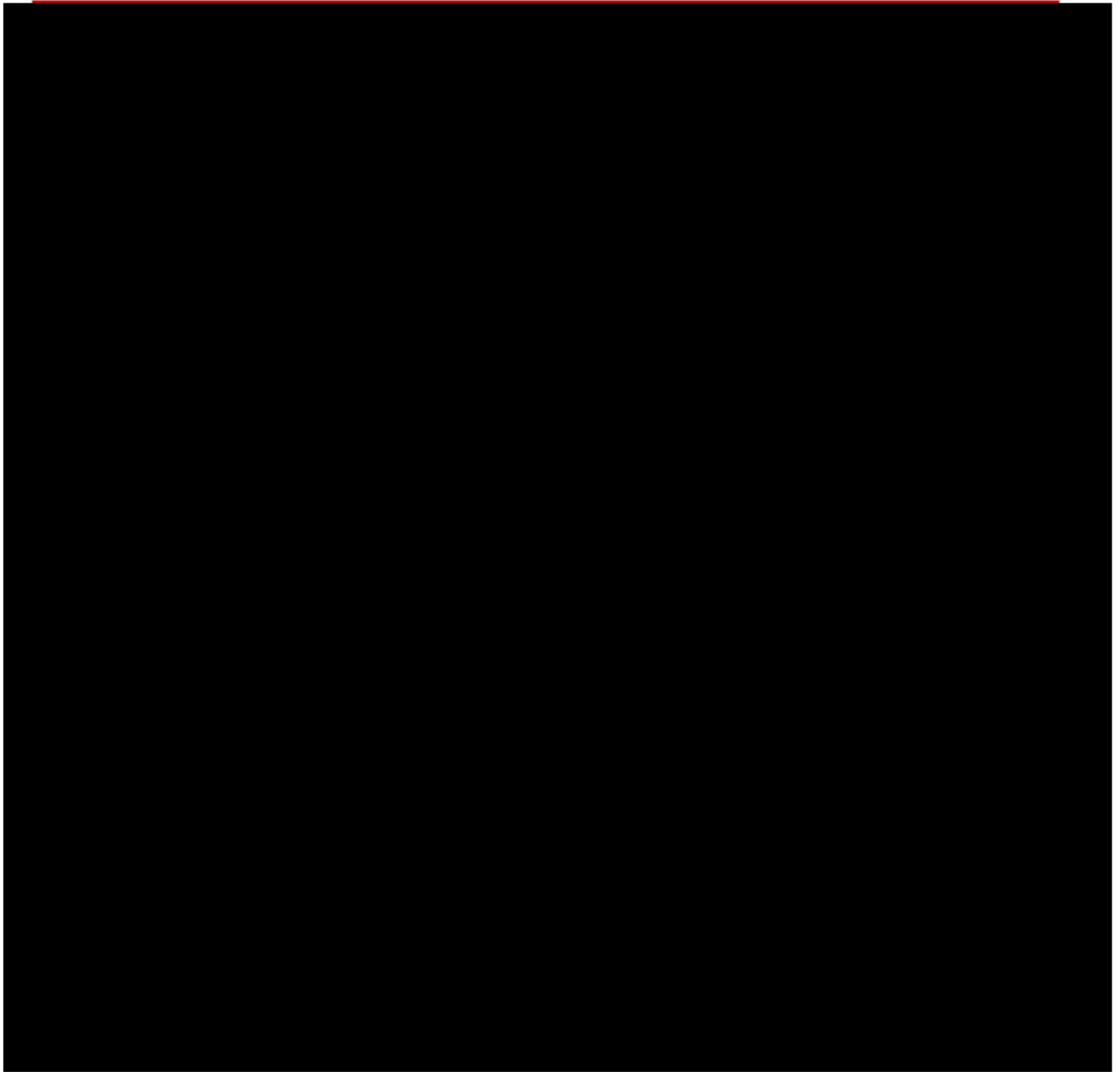
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1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

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[REDACTED]

[REDACTED]

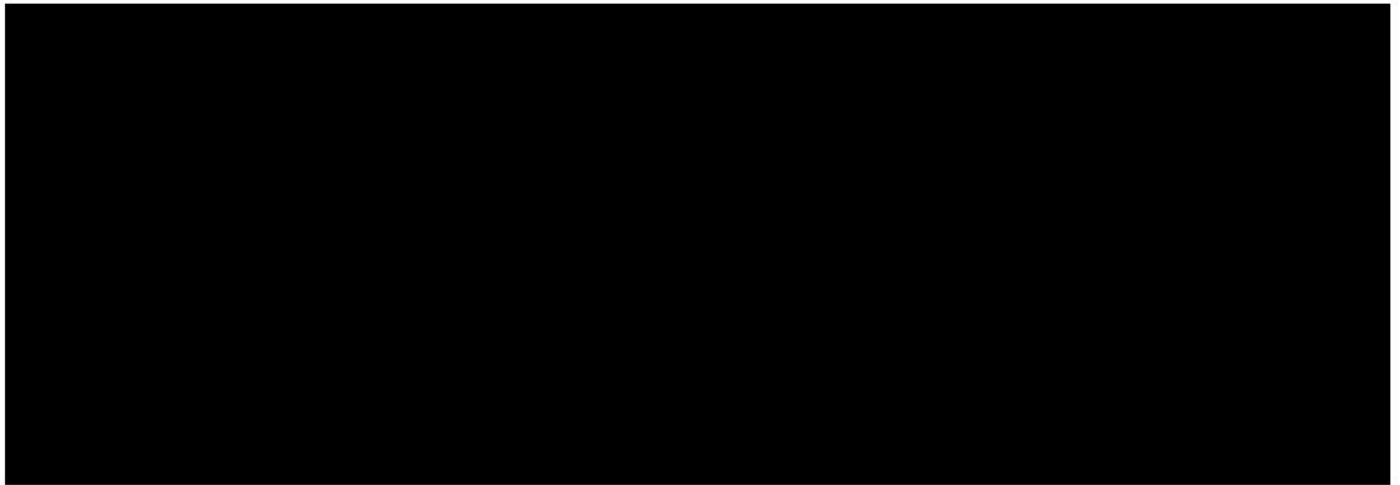
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



F. Implementation Plan

Implementation of a Master Agreement, if awarded is vital to the Participating Entities. Describe in detail the Offeror's implementation plan including an estimated timeline to include at minimum the following points:





Grainger's 2024 NASPO Marketing Plan will drive Agreement awareness to



[REDACTED]

1. Detailed specific information, resources, and assistance the Offeror will require from each Participating Entity to implement the Participating Addendum.

Information, resources, and assistance we require from each Participating Entity includes:

[REDACTED]



2. Describe how soon from execution of a Participating Addendum the online ordering system will be available to each Participating Entity. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.

[REDACTED]

3. Describe in detail the Offeror's experience when implementing customer relationships of equivalent size and complexity.

[REDACTED]

[REDACTED]

4. Describe any customization abilities for different States or political subdivisions within a Participating Entity.

Grainger customization options, identified through collaboration with the Participating State Contract Administrator and/or Site Champion, include:

- [REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

G. Other Products: If proposing for Category 15, Offerors must provide a detailed description of the product categories they are proposing and why they do not fit into the already defined categories. The Lead State reserves the right to approve/deny any additional Product Categories proposed. Offerors should note that not all Participating Entities may adopt Category 15 in their Participating Addendum.

Grainger's offer includes additional categories to provide a complete MRO Solution.

Other Product Categories to Provide a Complete MRO Solution			
Category #	Category	Includes but not Limited to	# SKUs
	Abrasives	Sanding abrasives, cut-off & grinding, brushes, blasting, deburring, sharpening, buffing & polishing, vibratory tumbling & finishing, abrasive accessories	[REDACTED]
	Adhesives, Sealants & Tape	Adhesives, glues, caulks, sealants, gasket makers, threadlockers, retaining compounds, potting compounds, protective coatings, concrete & asphalt repair, patching & repairing compounds, tape	



Other Product Categories to Provide a Complete MRO Solution			
Category #	Category	Includes but not Limited to	# SKUs
	Furnishings, Appliances & Hospitality	Appliances, snacks & condiments, food service disposables, tableware, smallwares, food service storage & transport, grills, cooking equipment, outdoor furniture, concession equipment, food processing supplies, hospitality, fitness, ceiling tiles, flooring, mobility scooters	
	Hardware	Braces, brackets, door hardware, door openers, cabinet hardware, hardware supplies, hooks, hook & loop, magnets, mounts, vibration control, o-rings, trim seals, edging, springs, tarps, protective caps & plugs	
	Hydraulics	Accumulators, hydraulic cylinders, seals, replacement parts, hydraulic filtration, fittings, crimping machines, motors, air coolers, tools, power units, pumps, rams, tanks, valves	
	Lubrication	Grease, oils, lubricants, anti-seize compounds, mold release compounds, grease guns, lubricators, oilers, reservoirs, sprayers, pumps, lubrication replacement parts, accessories & fittings, storage & dispensing systems	
	Machining	Clamping, workholding & positioning, cutting fluids, coolant systems, drilling & holemaking, cutting tools, machine & tool maintenance, machinery, milling, measuring tools, threading, tool blanks, tool holding & tooling systems, turning, boring & grooving	
	Motors	AC motors, DC motors, capacitors, drives & speed controls, motor mounting accessories, motor maintenance & accessories, motor replacement parts	
	Packaging & Shipping	Shipping boxes, pad & tubes, packaging tapes & dispensers, protective packaging, stretch wrap, labels, strapping, edges, bags, shrink wrap, staplers & staples, shipping & mailroom scales, pallets & accessories, packaging tables, moving blankets	
	Pneumatics	Pneumatic tools, cable reels, air compressors, actuators, gearmotors, coolers & air knives, lifting bags, pneumatic system components, vacuum system components, valves, air springs, inline & tee filters, pneumatic equipment parts	



Other Product Categories to Provide a Complete MRO Solution			
Category #	Category	Includes but not Limited to	# SKUs
	Power Transmission	Bearings, bushings, gearmotors, gearboxes, brakes, clutches & torque limiters, shaft couplings & universal joints, shaft collars, belts & pulleys, roller chain & sprockets, belt & chain guides, gearing, vibrators, linear motion, rotary shafts, rotary shaft sealing	
	Raw Materials	Metals, plastics, fiberglass & carbon fiber composites, rubber, foam, wire mesh & accessories, cork, felt, fabrics, ceramics, graphite	
	Reference & Learning Supplies	Books & book supplies, classroom supplies, decoration, incentive, toys	
	Test Instruments	Electrical power testing, pressure & measure testing, temperature & environmental measurement, electronic bench testing, leak testing, vibration testing, sound testing, light testing, speed testing, thickness testing, air quality testing, combustion & concrete testing	
	Sourcing	Non-Grainger catalog products & services	

[Redacted Content]

[Redacted Content]



H. Additional Services that Add Value if Awarded (not scored)

This Section is required to be part of the Offeror's response. This information will be used if the Offeror is awarded a Master Agreements. However, this area is not scored as part of the evaluation of the RFP.

The Table below presents additional services that add value to NASPO Members.

Additional Services that Add Value for Government Customers						
Complete MRO Solution	Sustainability Solutions	Inventory Management	Consulting Services	Sourcing	Safety Services	Services & Solutions
Access to an additional 14 MRO Categories (Entire Grainger Catalog)	Energy Lighting Audits & Retrofits Lamp Recycling HVAC Optimization	Vendor Managed Inventory (VMI) Solutions	Storeroom Layout & Optimization	Access to 5M+ Additional Products	Grainger Field Safety Professionals Audits & Assessments	Safety Services: Lock-Out / Tag-Out, Fall Protection, Turnarounds
24/7 Live US Based Customer Service Support	Water Reduction Surveys Low Flow Automatic Faucets	Vending Tool Rooms	Procure to Pay Baseline	Over 16,000 Grainger Sourcing Suppliers	Manufacturer Site Assessments	Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations
Product Offer Based on Evolving Market Needs	Waste PPE Recycling	Customer Managed (CMI) Solutions	Product Standardization	Product Line Extensions	Managed Footwear Program & Shoemobile	Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment
Market Relevant Pricing	Air Quality Filtration Projects	Managed (Grainger & Non-Grainger products)	Supplier Consolidation	Flexible Fulfillment including Drop-Ship	Prescription Eyewear Program	Online Safety Manager Program Safety Compliance & Training
Confidence & Credibility in Quality Products from Vetted Suppliers	Sustainable Reporting	Onsite Store & Trailer Solutions	Data Quality	Dedicated Team	Online OSHA Solution Center	Metalworking Services & Solutions



[REDACTED]

Offerors are encouraged to include value-added solutions that may improve or enhance a Participating Entity and Purchasing Entity's use of the Master Agreement, including products, services or both offered, if awarded.

1. **Installation of Products (if applicable).** Describe the Offeror's ability to provide non- third-party installation services of products or equipment that a Participating Entity(ies) may choose to award in their Participating Addendum. Some States may be limited by State rules when it comes to installation of equipment, for instance, electric vehicle charging stations are a Public Improvement. Include in the Offeror's response, if there are any instances a warranty may be voided if not installed by the Offeror.

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]



- [REDACTED]
2. **Warehouse Management Solutions.** If applicable, describe a warehouse management solution that the Offeror has the ability to offer a Participating Entity.

KEEPSTOCK® INVENTORY MANAGEMENT SOLUTIONS: Grainger's KeepStock® Inventory Management Solutions help customers better understand their inventory and reduce the costs to manage it. Grainger's solutions can enable multiple cost-savings opportunities around NASPO Member's **process, inventory, and product.**

To meet customer requirements, Grainger can implement any and all solutions at a single customer location. Grainger's KeepStock® and Solutions offering may be subject to additional fees. Terms and conditions may apply.



eProcurement



CMI

Digital tools for improved visibility and management of Grainger materials



REPLENISH

Scheduled visits help ensure the right Grainger materials are kept on hand



VENDING

Control consumption of Grainger material at the point of use



ONSITE

Dedicated resource with daily presence manages all Grainger materials



MANAGED

Specialist provides MRO supply chain expertise and multi-supplier support

Inventory Management via eProcurement

Grainger's eProcurement capability integrates KeepStock® ordering with your procurement system or marketplace to create an **efficient connection** and automate processes.

3. **Disaster Recovery Plans and Services.** Describe Offeror's emergency management plan to aid Participating Entities during an emergency or disaster recovery. Be specific as to response time, product availability, how to best contact the Offeror during an emergency and other services offered. Include an example of a time the Offeror assisted a State during an emergency. DO NOT include the Offeror's disaster recovery plan for Offeror's own company.

Grainger is positioned to respond to emergencies immediately. [REDACTED]

Request for Proposals for
Facilities MRO and Industrial Supplies



Issued by the Commonwealth of Kentucky
Solicitation Number RFP 758 2400000228

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This Page Contains Open Records Act and Trade Secret Act Protected Information



- Grainger Sales and Diversity team members will



discounts past the Master Agreement's initial term are not required but may be offered. If a Offeror has other incentive programs than discounting product, for instance a rebate program that could be offered, include that in the Proposal response as well.

[REDACTED]

[REDACTED]

[REDACTED]

Sourcing Products & Services: Seller will source products and services not available through the Seller's General Catalog or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

SOURCED PRODUCTS

SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.



SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

SOURCED PRODUCTS WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

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

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

SOURCED SERVICES

SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be



performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A third-party provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular breach, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular breach. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular breach shall be Buyer's sole and exclusive remedy.

SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE



WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY
CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR
THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED
SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY
BUYER OR ANY THIRD PARTY.

SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-
PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR
CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR
PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED
SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY
PROVIDER PERFORMING SOURCED SERVICES IN ALL
CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE
PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF
SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.