



Master Agreement

W.W. Grainger, Inc.
MRO Supplies
Master Agreement Number CNR01496
January 01, 2020

This Master Agreement (the “Agreement”) is effective as of January 01, 2020 by and between W.W. Grainger, Inc. an Illinois corporation with offices located at 100 Grainger Parkway, Lake Forest, IL 60045 (hereinafter referenced as the “Supplier” or “Grainger”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as “E&I”). E&I and Supplier together in this Agreement will be referenced as “Parties”.

This Agreement has been established based on RFP #683484 for Maintenance, Repair and Operations (MRO) Supplies and Other Related Products & Services, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This National agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in this Agreement, they shall be considered member institutions.

This Agreement is to be the most competitive offer across price, product breadth and availability, service and innovation. It is not generic but delineated to be pertinent to each E&I segment whether small, medium or large, K-12, higher education or teaching healthcare facilities, public or private. Grainger account managers and the dedicated E&I customer service group will be responsible to stay attuned to market changes that best serve each individual E&I member.

Grainger has agreed to market this Agreement as part of their commitment to E&I as their Go-to- market vehicle for Grainger’s Education customers. Grainger has also agreed to develop and implement the go-to-market strategy to best position and educate Grainger Education customers and E&I Members on the overall benefits of this Agreement. In the event a new or existing Grainger Education customer (“Grainger Customer”) is not currently a member of E&I, Grainger will provide such Grainger Customer information to E&I. It is the Member’s sole decision to select one eligible Grainger “Catalog Wide” Agreement in which they elect to participate.

All members that are enrolled in E&I Contract number CNR01248 will be automatically converted to this Agreement upon execution of this Agreement between the Parties.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

II. Term of Agreement

This Agreement term will be for five (5) years, effective 01/01/2020 through 12/31/2024 (“Initial Term”), with one (1) five (5) year renewal (“Renewal Term”). Prior to the end of the Initial Term the program will be evaluated in overall context and performance. Exercise of the Renewal Term is at the option of E&I and will require sixty (60) days prior written notice to the Supplier.

III. Pricing

The pricing for this Agreement is based on the Supplier’s Contract Reference Price (CRP) which is the same for all Grainger Contracts. The pricing and Category Discount programs for this Agreement for the products and/or services available to members are outlined in Attachment A and shall be applicable to all purchases made under this Agreement. Current CRP File to be provided by Grainger to E&I as it changes during the term of this Agreement.

CRP changes are allowed up to three (3) times each contract year (January 01 to December 31) with forty-five (45) days advance notice to E&I. The maximum allowable increase for CRP is not to exceed 3% or the National Producer Price Index (NPPi), on an aggregate annual basis for all Products and Services, whichever is lower.

Products with pricing that is considered “volatile” shall be identified and the pricing method for these Products shall be outlined in a list maintained by Grainger and provided to E&I as changes occur. Grainger reserves the right to adjust pricing for volatile items to reflect market conditions. These adjustments may include unforeseen significant increases in supplier’s costs resulting from changes in commodity prices, imposition of tariffs, changes in laws or regulations, currency fluctuations, or other material changes in conditions not reasonably foreseeable to Grainger. Implementation of any price change for volatile items will take place upon E&I Approval.



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Grainger's Tier I Distributor Alliance Program (DA Program) is also available through this Agreement. Pricing for the DA Program is based on this Agreement and the DA Partner mark-up shall be approved by the member. Members may also choose the DA Program partner from the list of Grainger DA partners already approved. If the member selects a DA Program Partner that is not in the program, Grainger can add a new DA Program Partner during the term of this Agreement with written approval of the member and E&I.

Grainger is committed to addressing Member needs for cost saving options when federal money is being used to purchase contract products and/or services.

IV. **EDGAR Provisions**

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, EDGAR Certifications.

V. **Terms and Conditions**

Unless otherwise superseded by the terms and conditions of a MSA, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I's General Terms and Conditions.

VI. **Entire Agreement**

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements whether written or oral between the Parties. Documents subject to Freedom of Information Act may only be released after award.

VII. **Member List**

The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

VIII. **Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

W.W. Grainger, Inc.

Supplier
DocuSigned by:

Signature 181B78E30D044AD...

Andrea Hamby
Printed Name

Sr. National Government Sales Manager
Title

12/13/2019 | 2:37 PM PST
Date

E&I Cooperative Services, Inc

DocuSigned by:

Signature 65DAC440...

Gary D. Link, C.P.M.
Printed Name

Chief Business Development Officer
Title

12/13/2019 | 8:50 PM EST
Date

DS

12/13/2019 | 6:52 PM EST



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Attachment A

Grainger Pricing and Category Discount Programs

This Agreement provides E&I Members access to all Grainger General Catalog Products and Services as found at www.grainger.com, as well as all Products and Services available through Grainger Sourcing. Their product depth & breadth, reliable service & support as well as their Value-Added Services are all available to members through this Agreement.

- 1. Market Basket Program** – The Market Basket Program is based upon the most frequently purchased items from historic member purchases. The number of items in the Market Basket and pricing for each item will vary each year. E&I and Grainger will review the list annually and update the items and pricing upon mutual agreement. Market Basket Prices will be held firm during each contract year. The initial Market Basket pricing, effective January 01, 2020, will remain firm until December 31, 2021, thereafter the products and pricing will be reviewed by the Parties annually to keep the Market Basket relevant and competitive. Market Basket price increase requests shall be submitted forty-five (45) days in advance of the effective date of the increase. The maximum allowable increase is not to exceed 3% or NPPI on an aggregate annual basis for all Products and Services in the Market Basket, whichever is lower. Supplier is authorized to offer members enhanced pricing (deeper discounts, if available) on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement. Market basket price reductions will be immediately passed on to E&I and its Members.
- 2. Member Specific Hot List Program (Hot List)** – A Hot List may contain up to 1,000 items and pricing will be held firm during each contract year. Any additions/deletions and price changes shall be reviewed and mutually agreed upon between the Supplier and the Member on an annual basis. The pricing on Hot List items will be at least a half percent lower than the discount available for the item in its respective category (excluding Market Basket Items), unless the discounted price on the Hot List item is below Grainger’s cost for that item. If the discounted Hot List item is priced below Grainger’s cost, then Grainger and the Member will mutually agree upon a solution that may include adjusting the product price or identifying a substitute product. Each individual member, with a Hot List, has full approval authority over the pricing and content of their institution’s Hot List.
- 3. Category Discount Program** - Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

Product Category	Category Discount %	Product Category	Category Discount %
Abrasives	5%	Material Handling	15%
Adhesives, Sealants and Tape	5%	Motors	19%
Batteries	7%	Office Supplies	5%
Cleaning: Consumables	22%	Outdoor Equipment	12%
Cleaning: Other	22%	Paint, Equipment and Supplies	10%
Electrical	23%	Plumbing: Other	20%
Electronics, Appliances, and Batteries	19%	Plumbing: Pipe, Valves, Fittings	20%
Mfg: Fasteners	30%	Pneumatics	5%
Fleet and Vehicle Maintenance	10%	Power Tools	11%
Furniture, Hospitality and Food Service	10%	Power Transmission	5%
Hand Tools	14%	Pumps	10%
Hardware	5%	Safety: Facility Safety	19%
HVAC: Filters	43%	Safety: Footwear	19%
HVAC: Other	17%	Safety: People Safety	19%
Hydraulics	5%	Security	17%
Lab Supplies	15%	Test Instruments	7%
Lighting	22%	Mfg. Welding	15%
Lubrication	5%	All other Categories	5%
Machining	10%		



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4. **K-12 Enhanced Discount Program (available to all members)** – Sub-Category Discounts, listed below, shall remain firm for the life of this Agreement unless improved for the benefit of E&I members.

Product Category	Subcategory	Category Discount %
Adhesives, Sealants and Tape	Tapes	15%
Cleaning	Paper Products and Dispensers	30%
Cleaning	Trash Bags	30%
Cleaning	Receptacles and Containers	30%
Cleaning	Cleaning Chemicals	30%
Cleaning	Personal Care Products	30%
Cleaning	Cleaning Equipment and Vacuum Cleaners	30%
Cleaning	Rags and Wipes	30%
Cleaning	Wet Mops, Squeegees, and Buckets	30%
Cleaning	Brooms, Brushes, and Dust Pans	30%
Cleaning	Floor Care	30%
Cleaning	Dust Mops, Dusters, and Cleaning Pads	30%
Cleaning	Odor Control	30%
Cleaning	Janitorial Carts and Supply Holders	30%
Cleaning	Restroom Equipment	30%
Cleaning	Furniture Care	30%
Cleaning	Recycling Equipment	30%
Electronics, Appliances, and Batteries	Batteries	25%
Furniture, Hospitality and Food Service	Hospitality Uniforms and Workwear	17%
Hand Tools	Wrenches	25%
Hand Tools	Pliers	25%
Hand Tools	Measuring and Layout Tools	25%
Hand Tools	Sockets and Bits	25%
Hand Tools	Screwdrivers and Nut Drivers	25%
Hand Tools	Impact Sockets and Bits	25%
Hand Tools	Clamps	25%
Hand Tools	Pullers and Separators	25%
Hand Tools	Hand Saws and Sawhorses	25%
Hand Tools	Files	25%
Hydraulics	Hydraulic Seals	10%
Motors	HVAC Motors	25%
Motors	General Purpose AC Motors	25%
Motors	Definite Purpose AC Motors	25%
Motors	Motor Supplies	25%
Motors	Speed Controls, Encoders and Soft Starts	25%
Motors	Pump Motors	25%
Motors	DC Motors	25%
Office Supplies	Boards and Easels	12%
Plumbing	Water Coolers, Dispensers and Fountains	32%
Plumbing	Filtration	32%
Safety	Gloves and Hand Protection	30%
Safety	Traffic Safety	26%
Safety	Safety Storage	26%
Safety	Gas Detection	26%
Test Instruments	Electrical Power Testing	15%
Test Instruments	Indoor Air Quality	15%
Test Instruments	Electronic/Bench Testing	15%



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Deeper discounted pricing may be available to Members in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities. Grainger's ability to offer enhanced or additional discounts on product that exceed contract negotiated discounts is based on several factors such as, but not limited to, size of the opportunity, product mix, Supplier cost support, and inventory availability. Grainger will continue to work with E&I Members to leverage opportunities for additional Discounts.

5. Grainger - Member Incentive Programs

Grainger will provide members the following incentives for the term of this agreement including any renewal term for members who achieve the minimum requirements to receive the incentive. Members will automatically qualify for any of the programs listed below, unless they opt-out. Payment of all incentives will be the responsibility of Grainger. Payment will be made 45 days following the end of the Contract year.

- i. **Member Incentive:** Members achieving annual spend of greater than \$250K will receive a two percent (2%) incentive on all purchases back to dollar one.
 - ii. **E-Commerce Incentive:** Members will receive a two percent (2%) incremental growth incentive on e-commerce purchases with a minimum of 50% of their purchases made through an e-commerce platform (e.g., Grainger's web site, Jaggaer, ESM, Ariba, etc.). The incentive is paid on the incremental growth amount.
 - iii. **Sustainability Rebate:** Members will receive a two percent (2%) incentive on all purchases of "Green" products as noted in the Grainger Catalog.
 - iv. **Incremental Growth Incentive:** Members that purchase up to \$250K from Grainger annually will receive an incremental growth incentive of 5% of the incremental growth amount.
 - v. **K12 Enhanced Discount Program:** This program is available to all members and is an enhanced sub-category discount program, which includes 47 subcategories to support the initiative around K12 education.
 - vi. **Grainger Choice:** Members earn up to a five percent (5%) additional discount for Exclusive Grainger Branded products. Grainger exclusive brands include Dayton®, Condor®, Westward®, Tough Guy®, LumaPro®, and Speedaire®.
- *All incentives are paid on qualified Grainger purchases less freight (when applicable), taxes, returns and credits.**
- vii. **Last Mile Distribution Fee:** Members who have shipments delivered to one central location on campus and who complete the delivery of those shipments using their own means will earn a fee that Grainger will pay ranging from 0.25% to 1.00%. The fee paid to the member, through this program, is based on the Member's individual requirements.

6. Grainger Distributor Alliance and Supplier Diversity Programs

Grainger provides two distinct programs regarding Minority, Disadvantaged, and Women Owned Business Enterprises;

i. Grainger Distributor Alliance Program

Grainger's Tier I Distributor Alliance Program (DA Program) is also available through this Agreement. Pricing for the DA Program is based on this Agreement and the DA Partner mark-up shall be approved by the member.

Members may also choose the DA Program partner from the list of Grainger DA partners already approved. If the member selects a DA Program Partner that is not in the program, Grainger can add a new DA Program Partner during the term of this Agreement with written approval of the member and E&I.

Grainger's Distributor Alliance (DA) program has a network of authorized diverse business enterprises (DBEs) that include HUB, minority, woman, and veteran owned businesses. Since 2006, the DA Program has helped customers achieve their small, diverse business goals. There are over 70 DBE's that resell Grainger's full product offering to Higher Education, Government, and Corporate customers.

When an E&I Member identifies a need for a DBE solution, Grainger works directly with the E&I Member to define their diversity needs or requirements and then builds out a diversity program with a DBE reseller including strategy, implementation, and execution to support and enable the E&I Member(s) diversity goals. These diverse solutions range from simple Prime and Subcontract engagements to the more committed and complex Mentor Protégé engagements.



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DBE resellers are responsible for the procurement process, sales calls, order processing, and invoicing. The DBE will engage with E&I Members, represent themselves in the marketplace, and will be the first point of contact for customer service activities. DBEs often provide other services such as installation, kitting, product assembly, stenciling, engraving, labeling, delivery, and barcoding.

The DA program is led by a dedicated team of Grainger employees that help manage the DBE partners to ensure contract execution, compliance, and performance management.

ii. Grainger Supplier Diversity Program

Grainger's Tier II Supplier Diversity Program affords E&I Members with access to diverse manufacturers and suppliers through Grainger's catalogs and distribution channels. Started in 1999, Grainger's Supplier Diversity Program is designed to grow this sector of the economy while helping customers get their jobs done with quality products from DBEs. The following are easy ways for the E&I members to identify and purchase Tier II product solutions:

- E&I Members can identify products from diverse manufacturers and suppliers in the Grainger catalog and on the Grainger website with the icon located to the right. The icon is displayed next to the product.
- E&I Members can locate the offering from diverse suppliers by searching "Supplier Diversity" on Grainger.com.
- E&I Members can filter on the left-sidebar by "Supplier Diversity" while searching on Grainger.com.

Grainger identifies diversity made products in the catalog and on the Web site, www.grainger.com, with this symbol:



Additional information may be found at: www.grainger.com/diversity

7. Grainger Value-Added Services and Programs

All Members have access to the following Value-Added Services and Programs from Grainger. These Services and Programs consist of but are not limited to;

i. Grainger Sourcing and Parts (Special Order Desk)

a. Grainger Sourcing:

Grainger's sourcing team leverages Grainger's buying power to provide E&I Members with products and services not found in the Grainger General Catalog. A centralized, dedicated, and experienced team quotes and manage orders. The result is an expanded assortment through a large supplier network of manufacturers and extends product offering capabilities to provide quick access to over 16,000 suppliers and more than five million products. Grainger Sourcing will establish new business relationships with manufacturers to assist E & I Member special requirements.

b. Grainger Parts:

- Grainger offers quality OEM repair and replacement parts from more than 350 brand-name manufacturers including hard-to-find and discontinued items.
- Grainger carries a full line of repair parts for Grainger's exclusive brands such as Dayton®, Condor®, Westward®, Tough Guy®, LumaPro®, and Speedaire®.



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ii. Inventory Solutions*

Grainger's Inventory Solutions are designed to help streamline processes, optimize inventory, save time, reduce the possibility of costly delays and improve productivity. Solutions include:

- **Inventory-Scan** - a turnkey MRO customer-managed inventory (CMI) solution
- **KeepStock** - a turnkey MRO vendor-managed inventory (VMI) solution
- **On-Site Specialist†** - A Grainger professional, on-site to help manage Grainger products, and services.
- **On-Site Branch†** - There are no fees for the member when Grainger sets up a branch location on-campus; however, due to Grainger's investment in establishing an On-Campus store and commitment of resources needed to make this type of endeavor a success for Grainger and the Member, a minimum threshold in annual incremental revenue and a minimum three-year total revenue commitment may be set, as a base line requirement.

*Eligibility for Inventory Solutions is subject to certain qualifying criteria.

†Eligibility will require an on-site assessment to be conducted by Grainger's Consulting Services group and is subject to certain qualifying criteria.

iii. Environmental Responsibility Programs

- Green Seal Certified products available
- A program from Georgia Pacific called "Green by Design"
- 3M offers Environmentally Preferable Solutions and Service, Maintenance, Analysis, Resource, and Training (S.M.A.R.T.) Facilities Efficiencies
- Gojo Green Hygiene™ Solutions can help support a healthy building with hand hygiene strategies, products, educational tools and an implementation program designed to make it easier for Members to create a healthy environment.
- Rubbermaid Commercial Products & Technical Concepts specializes in high efficiency cleaning, waste management, material handling and innovative hygiene solutions.

iv. Consulting Services

Grainger Consulting Services is an industry leading team of experts, dedicated to helping companies solve their most pressing MRO challenges. Grainger Consulting Services analyzes a customer's current state and identifies relevant and comprehensive opportunities for improvements, driving measurable efficiencies and cost savings.

v. E-Procurement

Grainger offers a fast-track implementation to enable complete punch-out connection into grainger.com. The punch-out enables the entire catalog with member specific contract pricing. The punch-out can also be configured to limit the product offering to only specific categories that are designated by the member.

Grainger connects to over 140 electronic platforms; the most active platforms (and ERP Systems) include: SAP Ariba, Jaggaer, Oracle Supplier Network, Coupa, ESM Solutions, SAP, PeopleSoft, and Oracle. At a Member's request, Grainger will explore connecting with additional platforms.

NOTE: Grainger Services and Value Programs change from time to time, see the Grainger website for the most up-to-date list of Services and Value Programs available to members through this Agreement.



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Attachment A-1

Relevant Terms

A1 Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

A2 Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement.

A3 Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later, or as per a specific State's statute.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of products or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

A4 Order Fulfillment, Distribution and Installation Agreements

Order Accuracy rate shall be maintained at 99% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate shall be maintained at 98% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by to the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

A5 Delivery

Deliveries to members range from but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Delivery - Grainger's large inventory provides 97% of customer locations with next day service. Most in-stock orders received by 5:00 pm local time are shipped on the day the order is received. Through commercial carriers, customers receive most shipments the following business day. Delivery is made between 8:00 AM through 5:00 PM. If a product is unavailable, Grainger will work with the Member on alternatives or to expedite delivery, which shall be priced at the E&I Grainger catalog price.



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Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the products shall not pass to a given member until receipt and acceptance of the products at the point of delivery and or installation. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight)

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the member. If special delivery or handling charges are applicable, they shall be pre-approved by the order initiator.

The Supplier shall maintain records evidencing the delivery of products and upon request by the member provide such proof of delivery.

Other terms apply to Alaska, Hawaii, export orders, and for orders placed for sourced products. Any extra charges incurred for additional services, such as expedited delivery, Member's carrier or special handling by the carrier, must be paid by Member. Packing slips are included with individual orders.

During a natural disaster or emergency, standard shipping for Grainger product will continue to be at no cost to E&I Members. During emergency situations, however, carriers may suspend standard shipping for days and/or weeks creating delays in deliveries. Expedited shipping is available during these times for a fee. Grainger will work with Members to determine the most expeditious and cost-efficient means to deliver product.

A6 Member Specific Agreements (MSA)

Member and Supplier may enter into a separate member specific agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any member specific agreement developed is exclusively between the member and Supplier. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

A7 Third Party Distributors/Subcontractors

In the event that Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member.

A8 Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member prior to order shipment.

A9 Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

A10 Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified herein.

A11 Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

A12 Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.



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A13 Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

A14 Returns – Defective and Non-Conforming Products or Services

If any products or services furnished under this Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of this Agreement or members' purchase orders, any of the following remedies shall be available to the member:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective products and services at the Supplier's own expense.
- Cancellation: member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by member for products or services purchased shall be refunded by the Supplier and/or its agents.
- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the member if the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such products at its own expense and if the Supplier fails to remove such products, member may return all or any portion of such products at the expense of Supplier.
- Risk of Loss and Storage: All products shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier will work with Members and its vendors and/or manufacturers to support post warranty product service requests. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

A15 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against member.

A16 Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned within 24 hours of delivery.
- Inventory is returned but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

A17 Warranty and Product Condition of Sale

At a minimum, there shall be a one (1) year warranty from the date of delivery to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Lifetime warranties shall remain in force regardless of whether the resulting Agreement is still in place. Grainger's standard 1-year warranty program has free product replacement for items replaced during the warranty time period. Grainger provides a comprehensive warranty addressing all products it sells except for products sourced. Grainger may refer members to repair service centers based on the manufacturer's recommendation and repair guidance.



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A18 Extended Warranty Option

Supplier may offer an optional one (1) year warranty extension on any or all products sold. The same terms and conditions that apply to the standard warranty coverage shall apply during additional year of ownership if the extended warranty option is included in the original purchase.

A19 User Manuals

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued. Instruction manuals shall contain:

- Definition of equipment capabilities
- Technical description of equipment operation
- Description of malfunction identification
- Troubleshooting procedures
- Detailed schematics
- Installation and use instructions
- Operating system software manual

A20 New and Discontinued Products

The Supplier shall, as soon as practicable, notify E&I and the membership of any new or discontinued products.

A21 Replacement Parts

If Supplier offers replacement parts, then a separate category of “Replacement Parts” pricing should be added to the proposed discount structure.

A22 Business Review Meetings

In order to maintain a partnership between the member and the Supplier, members may require business review meetings. These meeting shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)

A23 Reporting

At a minimum, the following reports shall be provided to members, as requested, in an electronic format on a quarterly basis:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department
- Overall order accuracy and fill rates
- Number of orders returned due to Customer error
- Total re-stocking charges (\$) applied
- Number of orders returned due to Supplier error
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.

A24 Employee Purchase Program

Supplier may offer discounted products to members’ students, faculty and staff for personal purchases. If offering an Employee Purchase Program, Supplier shall describe how it intends to protect members from liability from personal purchases made by students and employees.

A25 Samples

If requested, Supplier is to provide samples of the products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.



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Attachment B

E&I General Terms and Conditions

B1. Interpretation, Enforcement and Forum of Laws

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

B2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

B3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all FAR (Federal Acquisition Regulations) and EDGAR (Educational Department General Administrative Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

B4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

B5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

B6. Resale

If E&I and/or member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or member.

B7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims, (including reasonable legal fees), or judgments arising out of cases of such infringement.

B8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

B9. Transactions between Supplier and E&I member

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased, or services utilized and agrees that E&I shall have no liability relating to member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any E&I member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.



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B10. Education Pricing/Pricing Parity – See Attachment B-1

B11. Responsibility for Damage Claims – See Attachment B-1

B12. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, they shall make appropriate restitution. If the Supplier fails to pay for damage, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

B13. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the member, E&I or its employees. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

B14. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insured. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

B15. Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

B16. Americans With Disabilities Act and Rehabilitation Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.



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B17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

B18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

B19. Non-Appropriation of Funds

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

B20. Weapons, Explosive Devices and Fireworks

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

B21. Equal Opportunity and Non-Discrimination

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act.

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

The provisions of Section 202 of Executive Order 11246, 41 CFR 60-1.1, 41 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

B22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.



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B23. Employee Documentation

At any time during the term of this Agreement, a member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

B24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

B25. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

B26. Compliance with Specifications

The Supplier warrants that all products supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship, and free from defect. The Supplier also warrants that all products covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges; after 60 days of storage, products may be disposed of without cost to member, at Supplier's expense. Neither receipt of products nor payment therefor shall constitute a waiver of this provision.

Supplier also warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all products and services to be delivered by Supplier, that the products and services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

B27. Gratuities

E&I may, by written notice to Supplier, cancel this Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

B28. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

B29. Suspension or Debarment

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate this Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.



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B30. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

B31. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to insure the satisfactory performance of this Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

B32. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

B33. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

B34. Termination for Convenience

E&I and/or Supplier may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other Party.

B35. Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

B36. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

B37. Holdover Clause

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

B38. Independent Audit

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier will provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

B39. Open Records

All information, documentation, and other materials submitted by Supplier in response to the RFP or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.



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B40. Student Educational Records.

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

B41. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

B42. Limitation of Liability – See Attachment B-1

B43. Letter of Participation

E&I Members will complete an online form (“Letter of Participation”) indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any renewals and extensions. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Contract Launch. Upon receipt of the Letter of Participation, Supplier shall enroll E&I Member in its E&I program within 4 to 7 business days and credit all future purchases to E&I Member and E&I whether an existing or new client of Supplier. Supplier shall provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation. Supplier will send E&I Member a final confirmation email message once the new or existing account(s) is/are linked to its E&I Agreement.

Notwithstanding the forgoing, Any E&I Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the E&I Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.

B44. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.
Chief Business Development Officer
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753
glink@eandi.org

If to Supplier: Andrea Hamby
Sr. National Government Sales Manager
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60014
864-567-1242
Andrea.Hamby@grainger.com

With a copy to: W.W. Grainger, Inc.
Office of the General Counsel
100 Grainger Parkway
Lake Forest, Illinois 60045



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Attachment B-1

Negotiated Terms and Conditions:

1. **Payment Terms** - Grainger's standard prompt payment terms are 2% 10 net 30, however, Grainger is willing to discuss options for prompt payment related savings with Members. Members may also pay at the time of purchase with procurement/credit cards. Grainger accepts Master Card, Visa and American Express.
2. **Invoice History** - Grainger's Self-Serve tools on Grainger.com allow members to view their order history and invoice activity online and download invoices if additional copies are required. Members can also use the tool for easy re-ordering of previously purchased items and payment of invoices.
3. **Education Pricing/Pricing Parity**
Grainger commits that the awarded agreement to E&I Cooperative shall be the lowest available contract program pricing (net to buyer) available. Upon discovery of lower pricing to Education Institutions for the same or similar quantity of product in a similar product mix, under the same or similar terms and conditions, Grainger agrees to assess the program price and, in good faith, match the lower pricing. Grainger acknowledges its good faith effort to match lower priced product to Education Institutions, but also acknowledges that due to the vast numbers of items sold by Grainger and Grainger's extensive customer base, Grainger cannot assure each Member that each and every sale of an individual item to another Education institution will be at or above the price paid by the Member. E&I Institutions have the ability to partner directly with Grainger for hot list creation, projects and large volume orders ensuring Grainger's commitment to securing the best overall price and value to E&I members.
4. **Responsibility for Damage Claims**
The Supplier shall hold harmless E&I and the member from all third party suits, actions or claims brought on account of any injuries or damages sustained by any person or property to the extent of and in proportion to any negligence of Supplier in the performance or in safeguarding the work by the Supplier, from any defect in any product manufactured by Supplier; or from any third party claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible, excepting only such liability as may result from the acts of negligence of the member, E&I or its employees, for all damage or injury to persons or property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work, or from their failure to execute the work properly, until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.
5. **Limitation of Liability**
The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other damages resulting from such failure to meet all the requirements of this Agreement and/or a member order.

Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise. In no event shall Supplier's liability for breach of this Agreement exceed the purchase price of the product purchased or the agreed cost of the services provided by Supplier. This provision shall not apply to any claims by E&I or its members for personal injuries, property damage or indemnification of third parties.



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Attachment C

EDGAR Certifications

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

Does Supplier agree? YES DS
AT Initials of Authorized Representative of Supplier



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(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

Does Supplier agree? YES DS Alt Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not meet the definition of "federally assisted construction contract".

Does Supplier agree? YES DS Alt Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier's acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part



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by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not meet the definition of prime construction contract.

Does Supplier agree? YES  Initials of Authorized Representative of Supplier


(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not employ mechanics or laborers.

Does Supplier agree? YES  Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



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Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger does not provide experimental, developmental, or research work under funding agreements.

Does Supplier agree? YES ^{DS} att Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside the scope of the E&I contract – Grainger is not the manufacturer of the products being sold.

Does Supplier agree? YES ^{DS} att Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

Does Supplier agree? YES ^{DS} att Initials of Authorized Representative of Supplier



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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Provided Supplier is given prior notice of the State's energy conservation plan and afforded the opportunity to review to ensure compliance is achievable.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier



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CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES ^{DS} Alt Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Since Buy America Act provisions apply to federal funds provided by Federal Transit Administration (FTA), it will not apply to the majority of Grainger purchases. On the rare occasion FTA funds are used, it is the Member's responsibility to notify Grainer (in writing) and Grainger will provide Member with current information on possible compliance of the specific purchase, but Grainger does not certify broad compliance with Buy America Act at this time.

Does Supplier agree? YES ^{DS} Alt Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

When federal funds are used, Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES ^{DS} Alt Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES Initials of Authorized Representative of Supplier
If not applicable, see below*



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*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: It is the Member's responsibility to notify Grainger (in writing) and Grainger will provide Member with current information on possible compliance of the specific purchase, but Grainger does not certify broad compliance with Procurement of Recovered Materials at this time.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Outside of the scope of the E&I contract - Grainger does not separate element of price for any items sold.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES [Signature] Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 864-567-1242 Fax Number: _____

Printed Name and Title of Authorized Representative: Andrea Hamby, Sr. National Government Sales Manager

Email Address: Andrea.Hamby@grainger.com Signed by:

Signature of Authorized Representative [Signature]

Date: 12/13/2019 | 2:37 PM PST 151B78E30D044AD...