

# **Contract #192163**

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

### **Grainger**

#### **Table of Contents**

- 1. Grainger's Response to Intent to Negotiate**
- 2. City's Request for Intent to Negotiate**
- 3. Grainger's Response to RFP# 192163**
- 4. RFP# 192163**

# **1. Grainger's Response to Intent to Negotiate**



W.W. Grainger, Inc  
100 Grainger Parkway  
Lake Forest, IL 60045-5201

Ms. Jenn Myers, CPPB  
Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor  
Tucson, AZ 85701

RE: City of Tucson RFP #192163, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services – Intent to Negotiate

Dear Ms. Myers:

W.W. Grainger, Inc. respectfully submits the following items and explanations in relationship to our proposal submitted on 4/11/2019 for RFP#192163. Please find the following response where a request was made for further follow-up. We appreciate the opportunity to respond and negotiate with the City of Tucson. If for any reason you or OMNIA partners needs further clarification or has any concerns feel free to request additional information.

2. The City does not accept the changes to Standard Terms and Conditions, Paragraph 21. Indemnification.

Grainger accepts the original language for Indemnification Standard Terms and Conditions, Paragraph 21 and removes any alterations.

3. The City requests a best and final response to the pricing. Please complete the attached Price Page.

W.W. Grainger submits the following updates in our price offer. We strongly feel this price offer together with the newly revised incentive program, service offer, and other programs proposed in the RFP will deliver the best overall value in comparison to others. If the proposed offer is accepted Grainger would like to enter the City of Tucson into the newly created plus program which offers additional pricing benefits specific to the City's needs.

Grainger has submitted the requested Price Page (see attached)

4. The City requests additional clarification on the Functional Alternatives. In reviewing some of the items, it seems that the functional alternative was higher priced items, or the items did not match the request of what is being replaced. Please provide additional information to clarify this.

Per the requirements in the RFP, Grainger's intent for the functional alternate items was to provide options and additional breadth and depth for the City Tucson and National members. For some items submitted, there is a different ship pack quantity which will impact the SKU pack sell price. Where there was not an exact match, Grainger offered functional alternate items, or like items to the requested market basket. For functional alternate items, Grainger submitted items where the product serves the same function as the exact match. Knowing customers may want additional options nationally we wanted to offer the broadest assortment possible. Grainger has re-submitted new pricing for the City to



W.W. Grainger, Inc  
100 Grainger Parkway  
Lake Forest, IL 60045-5201

review for some of the alternate items. For item 3EB48 and alternate item 3EB49 Grainger respectfully retracts our original submitted price as both items are eligible for our .01 program on a case by case bases based on customer paper commitments. This still allows the customer to receive the .01 price for the exact and alternate item with the purchase of associated paper products.

6. Omnia Partners is unable to accept the following changes.

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

Both sections above are a part of the Master Intergovernmental Cooperative Purchasing Agreement with allows Participating Agencies to sign up with OMNIA Partners to use this contract. This agreement is not between Grainger and OMNIA Partners and was included as an example only.

Grainger removes our previous exceptions for:

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

W.W. Grainger hopes you find the submitted changes meet your needs to move further. However, if for any reason the submitted changes do not meet your desired state for this RFP please reach out to me.

Sincerely,

Ron Price,

Sr. Government Sales Manager  
W.W. Grainger Inc.

## **2. City's Request for Intent to Negotiate**





**CITY OF  
TUCSON**  
BUSINESS  
SERVICES  
DEPARTMENT

May 21, 2019

Sent this day via email: ron.price@grainger.com

Ron Price  
Sr. Government Sales Manager  
W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, IL 60045

**RE: City of Tucson RFP #192163, Maintenance, Repair and Operations (MRO)  
Supplies, Parts, Equipment, Materials and Related Services – Intent to Negotiate**

Dear Mr. Price:

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

1. The City accepts the following terms and conditions from your proposal:
  - a. Section B. Product Requirements, Section 3, Defective Product
  - b. Section B. Product Requirements, Section 3, Pricing
  - c. Special Terms and Conditions, Paragraph 8. Price Adjustment
  - d. Standard Terms and Conditions, Paragraph 41. Termination of ContractThese changes are all shown on the Attached document, highlighted in bold.
2. The City does not accept the changes to Standard Terms and Conditions, Paragraph 21. Indemnification.
3. The City requests a best and final response to the pricing. Please complete the attached Price Page.
4. The City requests additional clarification on the Functional Alternatives. In reviewing some of the items, it seems that the functional alternative was higher priced items, or the items did not match the request of what is being replaced. Please provide additional information to clarify this.
5. Omnia Partners and the City accept the following terms and conditions:
  - a. 2.1 Corporate Commitment
  - b. 2.2 Pricing Commitment
  - c. 2.3 Sales Commitment
  - d. 3.3 Marketing and Sales 44A
  - e. 3.3 Marketing and Sales 44C
  - f. 3.3 Marketing and Sales 44E
  - g. 3.3 Marketing and Sales 44K
  - h. 3.3 Marketing and Sales 44M
  - i. 3.3 Marketing and Sales 44N
  - j. 3.3 Marketing and Sales Page 13 of 44 Section 14
  - k. 3.3 Marketing and Sales Page 13 of 44 Section 15

### **3. Grainger's Response to RFP# 192163**

# The City of Tucson & OMNIA Partners



## Maintenance, Repair & Operations (MRO) Supplies, Parts, Equipment, Materials & Related Services **REQUEST FOR PROPOSAL** **# 192163**

### **ORIGINAL**

#### **SUBMITTED BY:**

Ron Price  
Sr. Government Sales Manager  
Ron.Price@grainger.com  
979-224-6794  
W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, IL 60045

**APRIL 11, 2019, AT 4:00 P.M. LOCAL AZ TIME**



# **Contract #192163**

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

### **Grainger**

#### **Table of Contents**

- 1. Grainger's Response to Intent to Negotiate**
- 2. City's Request for Intent to Negotiate**
- 3. Grainger's Response to RFP# 192163**
- 4. RFP# 192163**

# **1. Grainger's Response to Intent to Negotiate**



W.W. Grainger, Inc  
100 Grainger Parkway  
Lake Forest, IL 60045-5201

Ms. Jenn Myers, CPPB  
Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor  
Tucson, AZ 85701

RE: City of Tucson RFP #192163, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials and Related Services – Intent to Negotiate

Dear Ms. Myers:

W.W. Grainger, Inc. respectfully submits the following items and explanations in relationship to our proposal submitted on 4/11/2019 for RFP#192163. Please find the following response where a request was made for further follow-up. We appreciate the opportunity to respond and negotiate with the City of Tucson. If for any reason you or OMNIA partners needs further clarification or has any concerns feel free to request additional information.

2. The City does not accept the changes to Standard Terms and Conditions, Paragraph 21. Indemnification.

Grainger accepts the original language for Indemnification Standard Terms and Conditions, Paragraph 21 and removes any alterations.

3. The City requests a best and final response to the pricing. Please complete the attached Price Page.

W.W. Grainger submits the following updates in our price offer. We strongly feel this price offer together with the newly revised incentive program, service offer, and other programs proposed in the RFP will deliver the best overall value in comparison to others. If the proposed offer is accepted Grainger would like to enter the City of Tucson into the newly created plus program which offers additional pricing benefits specific to the City's needs.

Grainger has submitted the requested Price Page (see attached)

4. The City requests additional clarification on the Functional Alternatives. In reviewing some of the items, it seems that the functional alternative was higher priced items, or the items did not match the request of what is being replaced. Please provide additional information to clarify this.

Per the requirements in the RFP, Grainger's intent for the functional alternate items was to provide options and additional breadth and depth for the City Tucson and National members. For some items submitted, there is a different ship pack quantity which will impact the SKU pack sell price. Where there was not an exact match, Grainger offered functional alternate items, or like items to the requested market basket. For functional alternate items, Grainger submitted items where the product serves the same function as the exact match. Knowing customers may want additional options nationally we wanted to offer the broadest assortment possible. Grainger has re-submitted new pricing for the City to



W.W. Grainger, Inc  
100 Grainger Parkway  
Lake Forest, IL 60045-5201

review for some of the alternate items. For item 3EB48 and alternate item 3EB49 Grainger respectfully retracts our original submitted price as both items are eligible for our .01 program on a case by case bases based on customer paper commitments. This still allows the customer to receive the .01 price for the exact and alternate item with the purchase of associated paper products.

6. Omnia Partners is unable to accept the following changes.

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

Both sections above are a part of the Master Intergovernmental Cooperative Purchasing Agreement with allows Participating Agencies to sign up with OMNIA Partners to use this contract. This agreement is not between Grainger and OMNIA Partners and was included as an example only.

Grainger removes our previous exceptions for:

- a. Marketing and Sales Page 17 of 44 Section 8
- b. Marketing and Sales Page 17 of 44 Section 10

W.W. Grainger hopes you find the submitted changes meet your needs to move further. However, if for any reason the submitted changes do not meet your desired state for this RFP please reach out to me.

Sincerely,

Ron Price,

Sr. Government Sales Manager  
W.W. Grainger Inc.

## **2. City's Request for Intent to Negotiate**



## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

W.W. Grainger, Inc.  
Company Name

100 Grainger Parkway  
Address

Lake Forest IL 60045  
City State Zip

[Signature]  
Signature of Person Authorized to Sign

Ron Price  
Printed Name

Sr. Government Sales Manager  
Title

Name: Ron Price

Title: Sr. Government Sales Manager

Phone: 979-224-6794

Fax: NA

E-mail: Ron.Price@grainger.com

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 192163

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 19th day of June 2019

[Signature]  
As Tucson City Attorney and not personally

Awarded:

This 19th day of June 2019

Nathan Dixon  
As Director of Business Services and not personally

### **3. Grainger's Response to RFP# 192163**

# The City of Tucson & OMNIA Partners



## Maintenance, Repair & Operations (MRO) Supplies, Parts, Equipment, Materials & Related Services **REQUEST FOR PROPOSAL** **# 192163**

### **ORIGINAL**

#### **SUBMITTED BY:**

Ron Price  
Sr. Government Sales Manager  
Ron.Price@grainger.com  
979-224-6794  
W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, IL 60045

**APRIL 11, 2019, AT 4:00 P.M. LOCAL AZ TIME**

City of Tucson Attachment A



**Requirements for National Cooperative Contract  
To be Administered by  
OMNIA Partners**

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

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT