

PROFESSIONAL SERVICES AGREEMENT

Maintenance Repair and Operations (MRO) Supplies, Parts and Materials and Services

BETWEEN



COOK COUNTY GOVERNMENT

VARIOUS COOK COUNTY AGENCIES

AND

W. W. GRAINGER, INC. D/B/A GRAINGER

CONTRACT NO. 2045-18535
(PURCHASE ORDER NO. 7000266414)

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and W.W. Grainger, Inc., doing business as a(an) corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 16, 2023, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Maintenance Repair and Operations (MRO) Supplies, Parts and Materials and Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant. For the purposes of this Contract, any product suppliers in the catalog or utilized by the Grainger Product Sourcing Department shall not be considered subcontractors under the terms of this Contract.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 1A	Grainger Sourcing Terms and Conditions
Exhibit 2	Key Personnel / Organization Chart
Exhibit 3	Schedule of Compensation
Exhibit 4	Evidence of Insurance
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Identification of Subconsultants
Exhibit 7	Board Authorization
Exhibit 8	Economic Disclosure Statement and Execution Documents

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and

partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(1)

Additional Requirements

(a) **Additional Insured**

The required Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Excess/Umbrella Liability policies shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Contractor shall provide the Office of the Chief Procurement Officer with sixty (60) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 1, 2023 ("**Effective Date**") and continue until April 30, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) **Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 3 for the successful completion of services.

b) **Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant

with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

- (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County

resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or

(e) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The

Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay

for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall 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 by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall 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 shall 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 1 ½ 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 provides that no laborer or mechanic shall 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.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

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

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Department of Emergency Management and
Regional Security
69 W. Washington Street, 26th Floor
Chicago, Illinois 60602
Attention: Sharon Cuncannan

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: W. W. Grainger, Inc. d/b/a Grainger
100 Grainger Parkway
Lake Forest, IL 60046
Attention: Chris Noonan

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

SCOPE OF SERVICES

SCOPE OF SERVICES

The purpose of this Scope of Work is to enter into an agreement with Grainger for Maintenance, Repair and Operations (MRO) Supplies, Parts and Materials and Other Services for Cook County departments. Grainger will procure and manage quality MRO Supplies, Parts and Materials and Services as needed. Grainger will provide a diverse and extensive supply of MRO Supplies, Parts and Materials and Services within their current catalog and non-catalog items for delivery to various County departments. Grainger will provide an online service for MRO Supplies, Parts and Materials and Services including but not limited to the administration, fulfillment, delivery, data management, and customer service. The contract will be in the not-to-exceed amount of \$10,000,000.00 for a period of three years with two, one-year renewal options.

Grainger has developed strong relationships with Cook County agencies and understands each individual agency's procurement tendencies. Grainger's general catalog offers products covering 32 broad MRO categories. Coupled with our sourcing capabilities which offer customers access to an additional five (5) million products and 6,500 suppliers, Grainger leads the industry in our ability to provide customers one source to procure their MRO needs.

Grainger has been integrated in the County's Marketplace e-Procurement System since 2012 to achieve maximum processing efficiency. eProcurement solutions are just one of the many services Grainger offers to help customers save time and money. Inventory management, consulting services, safety, facility and energy services, technical support, and emergency preparedness are just some of the 400+ services we offer.

Grainger will bring its experienced team that has been and is currently servicing the County. This team brings its expertise, relationships, and knowledge of Cook County's agencies, practices, and policies. Additionally, these team members receive significant training on Government procurement policies and are certified annually on ethics and business conduct guidelines. The team's determined focus and specialized qualifications, as detailed below will support the successful execution of the Cook County MRO Contract:

1. Proven expertise in helping customers improve productivity and drive cost savings
2. Dedicated Grainger Account Representative
3. Aligned District Sales Manager and Senior Government Account Manager
4. 7 local Cook County Grainger Branch locations supported by 14 Distribution Centers providing the right products, at the right place, at the right time (one in Minooka, IL)
5. Proven E-Commerce solution that is currently integrated with Cook County's Marketplace
6. Experience and supply chain for responding to and preparing for natural disasters and manmade catastrophes
7. Ability to seamlessly transition as the current MRO contract holder to this agreement resulting in increased solutions, efficiencies, and cost savings

I. Plan of Action

Grainger currently has the following solutions or capabilities in place for Cook County:

1. eProcurement Solution already established for marketplace ordering using EDI transactions
2. Established relationships with Cook County department key personnel to quickly identify key initiatives and provide solutions within fiscal year end deadlines
3. Cook County customized inventory located at Grainger branches to support historic customer demand to ensure continued product availability
4. Accounts Receivable procedures are understood and in place for proper invoicing
5. Contract pricing is activated for all agencies and Cook County customers
6. Established small, diverse spend patterns and knowledge of small, diverse suppliers

II. Implementation and Post Plans

Grainger's implementation team is committed to identifying and delivering the best solutions for Cook County. This team is experienced and will help Cook County optimize the benefits resulting from the products, services, and resources Grainger offers. By aligning with this experienced, professional Grainger team, Cook County will be uniquely positioned to realize profitable ideas and improvements.

The success of Grainger's government business can be directly attributed to our focused and dedicated contract implementation process. We look forward to the swift and thorough contract implementation which will enable Cook County to realize the cost savings opportunities of the new contract.

Days 1-9:

1. Grainger IT team update pricing and other contract terms on the County's eProcurement solution—new contract pricing available to allow uninterrupted ordering
2. Provide Cook County Participating Agencies with multiple conference call options to learn and ask questions on the new contract
3. Re-Introduce Grainger's Sales Team (District Sales Manager, Senior Government Account Manager, Government Account Representative, and others whom they may not be familiar with such as the Public Safety Manager)
4. Introduce the new agreement (terms, pricing structure, value- add solutions and resources included)

Day 10-19:

1. Provide contract refresher training for end using departments to promote awareness of new agreement and Grainger product/service capabilities, provide make-up session dates for those that could not attend first dates
2. Deploy updated Contract Benefit Overview (CBAM) to end using departments via email

Days 30-45:

1. Grainger's Sales Team will host a 2022 Grainger Contract Vendor Show – targeting a morning session (8am-12:30pm) for all agencies to come onsite to one of Grainger's Chicago branches for one or all of the following topics:
 - A. Grainger's Value Add Resources within the MRO Contract
 - B. KeepStock Inventory Management Solutions including Vending Machines
 - C. Grainger Consulting Services
 - D. Emergency Hours and Emergency Preparedness Support
 - E. Supplier Diversity Program
 - F. Public Safety Solutions
 - G. Safety Services and Solutions including Shoemobile & Eyewear Solutions
 - H. Energy Services
 - I. Facility Services
 - J. Grainger and Cook County will mutually select five (5) manufacturers to discuss their products and provide solutions to help Cook County Participating Agencies save time and money.

Due to the large number of new products each year, Grainger is uniquely positioned with our extensive supply chain network and on hand inventory to provide Cook County Participating Agencies with the products they need, when they need them.

To distribute products throughout Cook County, Grainger will continue to use its industry leading distribution network and supply chain. This begins with approximately 4,800 suppliers that provide Grainger access to over 1.5 million unique products across 32 broad MRO product categories. Grainger has invested over \$1.3 billion in inventory that is strategically located in our U.S. network of 14 DCs and over 250 branches. This has resulted in a supply chain network that is able to provide next day delivery on most orders for in-stock products and is servicing over 3 million active customers in the continental United States.

To deliver products to the customer, Grainger transports product to and from our distribution centers and branches through a robust transportation network of numerous carriers worldwide. Due to the high number of shipments processed on a daily basis, Grainger is one of Fed Ex's top customers on a global basis. Due to our strong partnerships with FedEx, we have significant leverage to secure competitive rates and large capacities in emergency situations. We also work with local carrier companies who can guarantee expedited delivery.

A very important asset of Grainger's network for Cook County is our Minooka, IL DC, which is conveniently located less than an hour from Chicago. The Minooka DC is a 1.1 million sq. foot building that stocks over 400,000 products valued at over \$195million. The proximity of this DC will continue to help Cook County reduce its on-hand inventory and order MRO just-in-time.

In addition to the Minooka DC, Grainger's seven conveniently located Cook County branches serve the immediate needs of customers by allowing them to pick-up items right away. The Cook County branches, on average, carry \$1 million in inventory and are 24,000 square feet. Each of our branches is led by a Branch Manager who is responsible for the service personnel within the branch.

Additionally, each branch has tailored its inventory to local customer location preferences and actual product demand- this mitigates potential stockouts and ensure continuous product availability. Furthermore, the branches are able to consolidate orders at the Branch in the event that special deliveries are necessary. For example, Grainger has brought a shipment of sanitizer to our local Ashland branch to fulfill orders on an immediate basis for Cook County during the pandemic.

Customer support is available at 800-472-4643, (800-GRAINGER) provided by US based Customer Service Associates (CSAs). Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat and email. Customer Service team members have the ability to view and access our full inventory from any of our 14 distribution centers as well as any of our over 250 branch locations at any time. This ensures that our customers can readily access needed supplies quickly and efficiently without wasting precious time waiting for information on availability or delivery timeframes.

III. Pricing

Discount: Since Grainger carries over 1 million products in its catalog, it cannot provide a discount from manufacturer's lists. There are just too many manufacturers in the Grainger catalog and only a small proportion have published manufacturer lists. Also, Grainger does not utilize a mark-up from manufacturer's list. Grainger will provide a discount from its catalog Contract Reference Price. The discount will be applied to the Contract Reference Price (CRP) in effect at time of purchase on the County's Grainger.com account after login. Grainger has transitioned nearly all of its contract customers to CRP catalog pricing as the base price for Grainger contract customers to which contract negotiated discounts are applied.

Customer Specific Pricing/One-Off/Large Project Support: An additional benefit for future specific intended or committed purchases using Grainger Quotes is also available. When the County has decided to make a volume purchase of an individual product, it may contact Grainger. Committed volume purchases may be eligible for lower pricing. Upon request, Grainger will provide County a quoted price for the specified, committed, volume purchase which will be in effect for the duration of time noted on the Grainger quote.

Pricing for Volatile Commodity Products: Please note that there are some products which are found on the Grainger website which have pricing that are affected by market conditions, such as wire, or other products containing a significant amount of copper. These products are not listed on the catalog price list. They are available for purchase but at a market price with no discount.

Freight: There will be no charge to Cook County for standard parcel ground freight. However, due to the disruptions to the shipping industry, there are now fees that apply to oversized, special handling or hazardous material shipments that will be paid by customers. These products are identified in the catalog and such fees will be approved for payment by the buyer prior to shipment. Standard parcel ground freight is paid by Grainger on all Catalog Products orders. All other freight charges imposed by the freight carrier related to the shipment of catalog products shall be paid by the County, unless otherwise agreed to in writing by the parties. Catalog Products and Sourced Products are shipped FOB destination.

IV. Product Requirements

Grainger's current general catalog offers over 1.5 million parts, supplies and materials covering 32 broad MRO categories supplied by over 4,800 key suppliers. Grainger has listed specific key manufacturers and distributors.

Grainger's catalog offers real-time availability for every product in all categories. Grainger maintains over 600,000 products in stock within our distribution center immediately available for shipment the same day the order is received. This allows Grainger to have products ready for shipment pick up for 99% of in-stock orders. Typically, Grainger's non-stocked catalog products are ready to be shipped directly from Grainger's key suppliers to Cook County.

Grainger leverages its buying power to provide products and services to customers that are not in the Grainger General Catalog. This Center of Excellence, the Grainger Sourcing Department, extends Grainger's breadth and depth beyond the standard catalog offer and give Cook County quick access to more than 16,000 suppliers and more than 5 million sourced products.

Grainger will continue to support the County in providing Maintenance, Repair and Operations (MRO) Supplies, Parts and Materials and Other Services for Cook County departments in the following categories:

1. Abrasives, Adhesives, and Fasteners – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue, and cement.

[S&H Industries](#), [Canam Minerals Inc.](#), [Econoline](#), [JPM Industries Inc.](#), [3M](#), [Saint-Gobain Abrasives, Inc.](#), [Dewalt](#), [Robert Bosch Tools](#), [Makita](#), [ARC Abrasives](#), [VSM Abrasives Corporation](#), [Frank Roth](#), [ITW](#), [Greenlee Tool Inc.](#), [Simpson Strong-Tie Co.](#), [Mazel & Co.](#)

2. Cleaning Equipment and Supplies – Chemicals, equipment, restroom, paper, waste containers, and cleaning.

[Rubbermaid](#), [Diversey](#), [Remco Products](#), [Rust-Oleum Corp](#), [Chemetall US](#), [Miller Stephenson Chemical](#), [Henkel Corp.](#), [WD-40 Company](#), [Satellite Industries](#), [Jet-Lube, Inc.](#)

3. Electrical Supplies – Distribution, controls, wire, cable, voice and data, and supplies.

[Hubbell](#), [Remke Industries](#), [Diversitech Corp](#), [Erico Products](#), [ECM Industries](#), [Appleton Group](#), [Arlington Industries](#), [Packard Inc.](#), [Siemens](#), [Fluke](#), [Klein](#), [Schneider Electric](#), [Eaton](#)

4. Electronics, Appliances and Batteries – Refrigerators, small appliances and all ancillary supplies, tools, and components. Alkaline, Lithium, coin, and standard batteries.
Energizer, Electrolux Home Products, Prime-Line Products, Duracell, Energizer, LC Industries, DAS Companies, Ideal Industries, Zigen Corp, Jewell Instruments, Ritron Inc.
5. Furniture, Hospitality and Food Service - Folding tables, chairs, book trucks, disposable utensils, office drafting, task chairs, bottled water, and other food and beverage supplies.
National Public Seating Corp, Regency Seating, Mooreco, Inc., Bacova Guild, Medegen medical Products, Safo products, LDS, Sandusky Lee Corp, Tensator, 3M, SP Richards, Safeco.
6. Hardware – Door hardware, keyless access locks, latches, hasps, and hinges and lockset Cylinders, and other hardware supplies.
Vestil Manufacturing Corp, Apex Tool Group, Master Lock Co, Prime-Line Products, Dormakaba USA, Security Lock Distributors, Safety Technology Int'l, Jacknob Corp, DAS Companies, Thermwell Products
7. HVAC Supplies - Controls, heaters, air conditioning, air treatment, fans, ventilators, and blowers.
Air Handler, Alpha Distributors, Winters Instruments, Johnson Controls, Parker, Bosch, JB Industries, Robertshaw Controls, Packard Inc., Peck Enterprises, Denso Products and Services, Flanders Corp, Makita USA, Koch Filter Corp, JPW Inventory, Ademco Inc. Rittal
8. Lab Supplies – Beakers, glass jars, Isopropyl alcohol, freezer chests, distilled water, deionized water, and medical transporter.
Mazzella Lifting Technologies, Labchem, Ricca Chemical Co, Spectrum Laboratory Products, 3M, Thomas Scientific, Tovatech, Midland Scientific, Globe Scientific, Reichert Inc.
9. Lighting – Lamps, ballast, fixtures, task lighting, flashlights, and batteries.
GE Lighting, Everlights Inc, Hubbell Lighting, Hyline Safety, Cooper Lighting, Brady Worldwide, Unger, Bayco Products, Streamlight, Milwaukee Electric Tool Corp, Makita, Pelican, Maxlite Inc.
10. Lubricants, Sealants and Paint – Grease, oil, penetrates, caulk, paint, and supplies.
Lincoln Industrial Corp, Ingersoll-Rand, Highline Warren, Lincoln, Weems Industries, Lumax, Makita, Synco, Dixon valve & Coupling, ITW Pro Brands, Blaster Corp, LDI Industries, Ridge Tool, Bosch Auto, Rust-Oleum, Schaeffer Brush, Sherwin Williams
11. Machining and Cutting Tools – Drill bits, taps, dies, blades, counterbores, countersinks, and abrasives.
De-Sta-Co, Mitee-Bite, Kipp Inc, Raptor Workholding, Insize, Eclipse, Valcool, Ridge Tool Co., Irwin Industrial Tool, Robert Bosch, Milwaukee, Eagle Tool, Sandvik Inc, Sumitomo Electric, Iscar Metals

12. Maintenance of Equipment and Fleet Vehicle Supplies– Pumps, generators, light towers, signage boards and other traffic safety equipment, oils, fluids, filters, circuit testers, snow accessories, and other related supplies and equipment.

Niteo Products, Gold Eagle, Valvoline, SP Richards, Clean Control Corporation, Tire Seal, Blaster Corporation, Seymour, Valvoline, Spectronics Corp, JS Products, Milton Industries, Inc.

13. Material Handling, Storage and Packaging – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks, and drums.

Rubbermaid, Elkay, Dano Enterprises, C-Line, Vestil Manufacturing, Polar Tech Industries, Sonoco Protective, Apache Hose & Belting, Pace Inc, Midwest Conveyor, Ricahrds-Wilcox

14. Measuring Tools and Test Instruments – Calipers, gauges, inspection, micrometers, and multimeters.

Kane USA, Humboldt Mfg, Wohler USA, Testo Inc., Greenlee Tool, Fluke Electronics, Zircon, Ademco Inc., Klein Tools, Kane USA, Global Test Supply, Simpson, JB Industries, Diversitech Corp.

15. Motors and Power Transmission – General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts, and accessories.

Dayton, Bluffton Motor Works, Regal Beloit, Ingersoll-Rand, Lesson Electric, Ametek, Neuco Inc, Kane USA, Parker-Pump Motor, Eaton, Fuji Electric, IFM Efactor Inc. Red Lion Controls, Schneider Electric, Power Drive, Vibro, Atlantic Blowers, Flint & Walling,

16. Office Supplies – Paper shredders, folders, pens, pencils, binders, dry easer boards, and envelopes.

Saunders Midwest, Avery Products, LC Industries, Selco Industries, GMI Companies, United Visual Products, Officemate, SP Richards, Encore Packaging, 3M, Fellowes Inc, Sanford LP

17. Outdoor Equipment – Chain saws, wheelbarrows, hoses, shovels, electric pressure washers, utility vehicles and canopies, tents, and temporary structures.

Fimco Incl, Valley Industries, Dewitt Company, Presco Polymers Opco, JPW Industries, Fiskers, Vaughan & Bushnell, Spartaco LLC, Corona Clipper, Orbit Irrigation, Swan Products

18. Pneumatic – Pneumatic tools and system components, air compressors, and hydraulics.

Parker Hannifin, Arrow Pneumatics, Huskie Tools, Ampco Safety Tools, Gieb Industries, Bucher Hydraulics, Warren Rupp, Lovejoyo, Inc.l, Enerpac Tool Group, LDI Industries, RTD Seals Corp, Eaton Max, Fuji Electric, Oasis Manufacturing, Parker, Johnson Controls

19. Pumps and Plumbing – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, collars, filtration, and faucets.

Ez-Flo International, Taymore Industries, Bradley Fixtures, Acorn Engineering, Gieb, Kohler Company, Tile Redi USA, Danco, Watts Regulator, IPEX USA, Oatey Supply Chain, GT Water Products, Pentair, Fluid Handling, American Stainless Pumps, National-Spencer

20. Safety – Spill containment, chemical and particulate protective clothing, storage, confined space equipment, personal protective equipment, eye protection and accessories, face protection, first aid and wound care, signs, traffic safety, and noise control.

3M, Honeywell, Brady, MSA, 511, Sanax International, Ansell Healthcare Products, Dupont Specialty, Kimberly Clark Corporation, Allegro, Ultratech International, Zoll Medical, Flambeau Inc, Medsource International, North Safety Products, Allegro, Kimberly Clark, Chums Inc.

21. Security Supplies and Equipment – Access barriers and crowd control, detectors, scanners and accessories, padlocks, safes, and surveillance supplies.

Presco Polymers, Brady, Nortek Security & Controls, Tensator Inc., Visiontron Corp, USA Sealing Inc., Lucky Line Products, CH Hanson, Master Lock Company, Kaba Ilco Corp, AC Guard, Inc.

22. Tools – Hand, power, outdoor and automotive tools, and tool storage.

Dewalt, Klein, 511, Milwaukee, Eclipse, Huskie Tools, Stanley, Warner, Greenlee Tool, JPW Industries, Halder, Inc., AMS, Inc., Bosch, Vaughan & Bushnell, Irwin, Lenox, Robert Bosch, Makita, Irwin Industries,

23. Welding – Welding equipment and supplies.

Miller Electric, Lincoln Electric, Master Appliance, Esab Group, Apex Tool, Rothenberger USA, Worthington Cylinder Corp, OK International, Pace Inc., Aven Inc., Bernard Welding, Bessey Tools

24. Emergency Response and Preparedness Equipment and Supplies - Decontamination kits, emergency shelter heaters and air conditioners, tents, sandbags, storm shelters, portable water storage, emergency water and food rations, custom Personal Protective Equipment (PPE) kits, and Biological Agent Detection Kits.

North American Rescue, Generec, First Water, DMS, FSI, Hurst Vetter, DQE, Hazmatshower, Medsource, Mintie Technologis, Red-Hat Apollo, Attak Pak

V. Emergency MRO Supplies, Parts and Material and Equipment and Services Plan

Grainger will partner with Cook County to provide MRO Supplies, Parts and Materials and Services for Cook County during emergency periods or unanticipated periods of high demand of certain products, for example providing Personal Protective Equipment (PPE) or providing emergency repair services. Also, Grainger will provide a list of available MRO products they can provide within 24-hour delivery for emergency needs.

Grainger will work with Cook County to develop an Emergency Plan to put into action for large scale emergencies. In support of a plan, Grainger can ensure critical products are maintained in the local branches and DC.

Grainger's After-Hours Service: Should critical product be needed after standard U.S. branch business hours; Cook County can call 800-CALL-WWG (1-800-225-5994) toll free. Grainger services 94% of the critical calls it receives in less than 60 minutes. Grainger's after-hours service works in the following manner:

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

Grainger is committed to serving local communities in their time of greatest need. Grainger proactively develops preparedness-focused relationships with federal, state, and local first responders and related government agencies. These relationships are key in supporting communities as they prepare, respond, and recover from emergency situations.

1. Each year, Grainger's Supply Chain and Inventory Management teams collaborate to develop forecasts and inventory strategies to fulfill the abnormal spikes in demand that can occur in large-scale disasters such as hurricanes, floods, wildfires, and winter storms.
2. An incremental inventory investment is made, and critical supplies and equipment are strategically prepositioned within Grainger's U.S. network of 250+ in-market branches and 14 regional distribution centers.

The products and solutions offered reflect Grainger's all-hazards philosophy, plus guidance from authorities including the:

- 1. Federal Emergency Management Agency**
- 2. Centers for Disease Control and Prevention**
- 3. Department of Homeland Security**
- 4. American Red Cross**

Threats



Grainger offers the following support during emergency situations:

1. Extended branch hours (up to 24 hours a day) as needed
2. Skilled Customer Support Representatives available toll free 24 hours a day, 7 days a week
3. Emergency-preparedness catalogs, capabilities guide, and checklists

4. A Grainger.com page dedicated to threat-specific solutions, products, and resources

Grainger's pricing and services will not change in an emergency, large or small. Cook County's costs will mirror the contract.

VI. Sourcing Department

Sourced Products and Sourced Services Pricing:
Under this Agreement, Cook County may purchase from Grainger certain (a) products that are not generally available through Grainger's website or general catalog offering (hereinafter "Sourced Products"); or certain (b) third-party services that are quoted by Grainger's Sourcing Team ("Sourced Services").

Grainger's gross margin on its prices to Cook County for Sourced Products or Sourced Services quoted by Grainger's Sourcing Team shall not exceed thirty percent (30%) of the price quoted to the County by Grainger.

Sourced Product and Services are subject to Grainger's Sourcing Terms and Conditions. Grainger, in its sole discretion, reserves the right to decline to quote any Sourced Product or Sourced Service request.

Sourced Products: Grainger will provide products and source repair parts and accessories outside of the Grainger general catalog. The County's goal is to have competitive pricing for all non-catalog items, with a preference to have three quotes from vendors when requested.

Sourcing (Products) will include:

1. Sourcing non-catalog suppliers
2. Sourcing product extensions for catalog suppliers
3. Sourcing for custom products
4. Sourcing for OEM repair parts and accessories

For sourcing items outside of Grainger's catalog for items priced at \$5,000.00 or greater, Grainger is to obtain three (3) quotes for Cook County's review. In the event Grainger believes it was not necessary and/or commercially reasonable, Grainger is to provide an explanation, in writing as to why quotes were not available prior to purchase to allow the County to select the supplier and/or move forward with the purchase.. Requesting three (3) quotes may require additional time to respond (Ex: setting up new vendor relationships).

Exceptions to requesting three (3) quotes include:

- A. OEM/Sole Source Requirement – If requested product is OEM (Original Equipment Manufacturer) or only available from a sole source.

- B. MBE/WBE/VBE/SDVBE/PDBE – If requested product is available from certified MBE/WBE/VBE/SDVBE/PDBE that County prefers to use for request.
- C. Time Sensitive – If requested product is needed immediately.

Grainger will provide the quote information to EMRS and the using department requesting noncatalog items. In some cases, 3 quotes may not be possible when there is not a purchase for each supplier providing the quote. Or, if Grainger has to go outside its existing network. Grainger will use reasonable commercial efforts to comply with the 3 quote requests.

This centralized, dedicated, and experienced team quotes and manages orders to provide an expanded assortment through a large network of manufacturers and distributors. Grainger's deep sourcing capabilities give Cook County quick access to more than 16,000 suppliers and more than 5 million sourced products.

The benefits of this expanded network include:

- 1. Additional offers, products, and solutions from Grainger's core General Catalog suppliers and other suppliers
- 2. Custom products (for example, to include Cook County's logo or a message)
- 3. Select services such as Environmental, Health and Safety Services and Lighting Solutions
- 4. Flexible fulfillment, including drop-ship orders direct from suppliers

Grainger's sourcing expertise and capabilities will help Cook County save time and money by:

- 1. Fulfilling spot-buy or unplanned needs and consolidating purchases from one source
- 2. Establishing business relationships with vendors critical to Cook County's operations and maintaining its operations with vendor consolidation and streamlined purchasing.

Repair Services (available through Sourcing Dept.)

Grainger will provide Repair Services available through authorized manufacturer's facilities or other avenues that will be available to Cook County. The County's goal is to be able to service and repair a wide range of equipment owned and operated by County departments.

Grainger works with 4,800 General Catalog manufacturers and suppliers. Many of these manufacturers and suppliers maintain repair facilities across the United States. Grainger will diligently assist Cook County or any Participating Public Agency with identifying repair locations for the specific product in need.

Grainger and Cook County follow the process outlined below for repairs:

- 1. The Cook County end user contacts Grainger to notify of repair on specific equipment
- 2. Grainger contacts manufacturer to receive list of local authorized service providers

3. Grainger established service provider as a Grainger supplier
4. Grainger ensures no prevailing wage laws apply to work being requested
5. Grainger requests diagnostic assessment cost for equipment needing repair
6. Grainger provides quote for repairs

VII. Customer Support Services

Customer support is available at **800-472-4643, (800-GRAINGER)** provided by US based Customer Service Associates (CSAs). Grainger contact centers are available **24 hours a day, 7 days a week** to assist our customers through phone, chat and email.

1. Grainger aims to be available when needed by answering 80% of calls within 30 seconds.
2. Grainger's Customer Support team is highly trained and experienced and includes Technical Product Specialists who focus on each product category.

Cook County can depend on the Customer Support team to provide:

1. Help placing orders
2. Information on order status (including backorders) and deliveries
3. Price information based on Cook County's contract
4. Detailed product information (including availability, product search, and technical support)
5. Help with emergency orders
6. Product quotes
7. Assistance around any other Cook County concerns
State-of-the-Art Support Software:
Grainger's customer service and sales organization use premier systems to collaborate and serve customer needs in real time. Grainger is proud to partner with **Salesforce** for customer relationship management and **SAP** for order management. Grainger's integrated solutions can help Cook County to:

Manage customer information, orders, pricing, and contracts.

1. Track and share member information and service interactions.

VIII. Other Additional Services

Sustainability Program

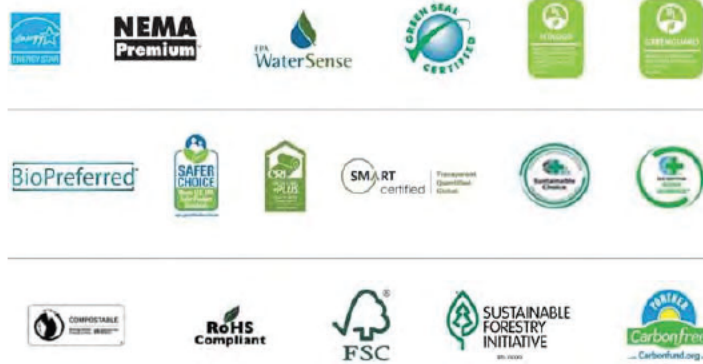
Grainger provides customers with the products they need to keep their businesses running. We work to create a more sustainable workplace for our customers and our communities through our Environmentally Preferable Product (EPP) portfolio and sustainability offerings. Our EPP portfolio of **nearly 100,000 products comprises one of the largest green SKU counts in the industrial distribution market**, providing more ways for our customers to reduce energy consumption, conserve water, reduce waste and improve indoor air quality. Last year, we introduced a new line of over 1,800 sustainable packaging products that are plastic-free or contain post-consumer recycled materials based on in-depth reviews of our portfolio and actual customer feedback collected through our website or discussions with our Technical Product Support team.



To guide customers toward more environmentally preferable solutions, each product in Grainger's EPP portfolio is identified on Grainger.com® with a specific set of certificates, or attributes that are found in the technical specifications section for each product. These products are grouped together in a Green filter on the left-hand navigation bar of Grainger.com®. EPP products fall into two categories—those that are certified by independent organizations and those that have “green environmental attributes.” A

certification acts as a stamp of approval and indicates that a product has met certain environmental and/or social standards. These are designated with a green leaf icon on Grainger.com® and explained in the compliance section for each product (e.g. EnergyStar®, DLC® Approved).

Green environmental attributes narrow the gap between certified products and responsible products where third-party certifications are not yet available or where they meet industry standards (e.g. ASTM standard test methods, LEED criteria, minimum percent of postconsumer recycled content). Each attribute is carefully considered and reviewed annually both internally and with our third-party partner for relevancy based on customer sustainability questions as well as U.S. federal and state sustainable purchasing considerations.



Grainger offers products with third-party "green" certified logos. The green leaf symbol in the Grainger General Catalog and online at www.grainger.com helps U.S. customers identify environmentally preferable products to address their sustainability objectives.

Sustainability Services: We help customers along their sustainability journey by offering our Expertise around services and solutions that help them meet their sustainability goals. Since 2015, Grainger has offered a portfolio of services that help our customers meet their sustainability goals and objectives. We partner with our network of third-party service providers to offer a wide range of sustainability-related services, including HVAC optimization upgrades, water conservation upgrades, utility rebate incentives and lighting retrofit solutions. For example, Grainger can facilitate a free energy audit for customers, consisting of a site walk-through, fixture count, energy audit, return on investment, payback analysis, utility rebate assistance and applications (photo metrics), if applicable.

Partners: To help us achieve our goals, we partner with sustainability organizations such as the GreenBiz Executive Network, the Sustainability Leadership Forum, the U.S. Environmental Protection Agency Smartway® program, the U.S. Green Building Council, the Association of Climate Change Officers (ACCO) and the International Society of Sustainability Professionals (ISSP).

IX. INVENTORY MANAGEMENT

Grainger's KeepStock Inventory Management Solutions help agencies, institutions, and businesses better understand their inventory and reduce the costs to manage it. Grainger's solutions can enable multiple cost-savings opportunities around Cook County's process, inventory, and product. Today Grainger helps over 22,500 customer facilities manage 93,500 storage areas.

PROCESS 

Reduce your process costs by simplifying order creation, streamlining approval workflow and speeding product receipt and put-away tasks.

Increased Productivity
 - You do it faster

Decreased Frequency
 - You do it less often

Task Execution
 - We do it for you

INVENTORY 

Reduce inventory costs by improving organization, lowering max stock levels and optimizing invoice frequency.

Equipment & Technology
 - You get tools to manage it

On Hand Reduction
 - You stock less of it

On Hand Consignment
 - You don't pay until using it

PRODUCT 

Reduce your product costs by enabling controlled issuance, switching to lower cost alternatives and gaining visibility to slow and inactive materials.

Consumption Reduction
 - You use less of it

Expense Reduction
 - You spend less on it

Expense Recovery
 - You get money for it

Grainger's solutions range from providing digital technology that helps customers manage its own inventory levels, **Digital/CMI**, to standard Vendor Managed inventory solutions, **Replenish and Onsite including Vending**, to managing complete storeroom or crib across multiple suppliers' products with our **Managed MRO solution**. Additionally, we have partnerships to support an integrated supply model to manage the entire MRO supply chain. To meet customer requirements, Grainger can implement any and all solutions at a single customer location.



KeepStock® Capabilities: Grainger's KeepStock Inventory Management Solutions can specifically target facilitate streamlined order processes, replenishment, inventory management, and inventory reporting and accountability. Grainger's unique capabilities that will contribute to cost savings for Cook County include:

1. ePro/electronic data interchange (EDI) integration
2. Workflow order-approval designations
3. Vending dispense limits by item group or employee
4. Inventory management software capability within managed MRO
5. Consigned inventory within Vending, Onsite, and Managed (Guidelines apply.)
6. KeepStock Trailer for temporary projects or short-term, high-product-volume requirements

KeepStock® Digital/CMI

The KeepStock Digital/CMI customer-managed inventory solution leverages mobile and desktop technology to give customers complete control of their Grainger inventory. Grainger offers this program for no additional charge to any customer interested in self-managing inventory.

The web-based tool can manage inventory to Cook County's specific operations across multiple locations. This easy-to-use and powerful software solution offers visibility, flexibility, and control while managing product.

Key features of Grainger's Digital/CMI solution include:

1. Easily search, buy, and management of Grainger products.
2. Scan barcodes and send orders from the Grainger app.

3. Adjust min/max and reorder points to ensure Cook County has continuous availability of product.
4. Manage users and approvals to control and track spend.
5. Easily add, edit, and replace items.
6. Access order history and purchase information to make informed inventory decisions.

KeepStock® Replenish

KeepStock Replenish is a vendor-managed inventory (VMI) solution that helps manage, streamline ordering and stock commonly used Grainger items and support spot buy urgent needs. Grainger's resource ensures that Grainger products are on the shelves at the approved min/max inventory levels. Key features of Grainger's Replenish solution include:

Streamline Grainger-supplied inventory management through item identification and barcode labeling.

1. Manage inventory levels to jointly established minimum/maximum stocking levels.
2. Document standard operating procedures at Cook County's locations to provide direction and continuity of service.
3. Understand Cook County's inventory needs and provide inventory insight and the ability to view slow/dead moving product.

KeepStock® Vending

KeepStock Vending is an industrial dispensing solution that uses secure machines to control issuance and is the best answer when Cook County needs 24/7 access to products at point of use locations. This is an ideal solution for controlled access to consumable inventory and can be used for durable goods check-in and check-out. This option helps the customer with consumption reduction, shrinkage, and accountability for high-cost test instruments and tools.

There are **no delivery, installation, maintenance, rental, or usage fees for the Grainger equipment.** Grainger will provide complete project management of the dispensing machines implementation — including planning, transportation, installation, onsite training, and replenishment services. Cook County is responsible to provide the employee list or means of authentication, the necessary electrical connection, and connectivity requirements, (wifi, CAT5 or cellular). To better serve Cook County's dispensing needs, Grainger has a variety of standard offer machine types, security level capability, and check in/out features. **Machine types include: Coil, Carousel, WeighStation, eCab, Locker, Drawer, and Flip Top.**

Key features of Grainger's Vending solution include:

1. **Security:** Products are secured in a locked cabinet to help control product usage and theft.

2. **24/7 Access:** Easy unattended and secure access to consumable and durable items.
3. **Flexible Placement:** Located at point of use, Cook County's employees will spend more time on the job and less time in the storeroom.
4. **Automated Reordering:** Greatly reduce carrying costs by decreasing on-hand inventory, eliminating stock-outs, and lowering purchase-order processing costs.
5. **Detailed Reporting:** Includes department, job, and employee data. Cook County will know which items are coming in and going out — to easily track inventory value and measure purchasing accuracy.
6. **Vending Program Management:** Grainger owns and is responsible for vending machine repair and maintenance.
7. **Vending Replenishment Flexibility:** Cook County can design replenishment for controlled or union environments.

KeepStock® Onsite

KeepStock Onsite is a VMI solution for **larger, more complex customers** who will drive consolidated spend with Grainger. This highly impactful solution creates documented value when the customer is providing a dedicated workspace for the Grainger specialist who will provide inventory management and product expertise to support all Grainger supplied inventory. Key features of Grainger's Onsite solution include:

Desktop delivery.

1. Customer provided dedicated workspace for Grainger
2. Streamlined Grainger-supplied inventory management through item identification and barcode labeling.
3. Inventory levels managed to the established minimum/maximum stocking levels and items scanned for reorder.
4. Organized Grainger inventory and restocked products in proper location.
5. Standard operating procedures documented at Cook County's locations to provide direction and continuity of service.

KeepStock Reporting

Vending: Grainger provides controlled consumption reporting that allows Cook County to track issuance by employee, time and date, department or cost center, item, specific vending machine, and consumable or durable (check-in / check-out) product.

Popular vending reports include:

1. **Weekly Issuance Report:** reports selected data points (listed above)
2. **Purchase Order Detail Reports:** details all items ordered to replenish machines
3. **Check-in/Check-out Report:** tracks durable products to provide visibility to nonreturned items

Reports can be scheduled for automated delivery via email or pulled from the system on demand.

KeepStock VMI Reporting: KeepStock Business Objects is a collection of preformatted reports that have been built to provide detailed customer information. Reports are provided through your primary Account Manager. Popular reporting examples include:

1. **Sales History♦:** Provides a monthly breakout of Total Sales and KeepStock Channel Sales for a selected date range up to 36 prior months.
2. **Account Summary♦:** Provides an overview of the current KeepStock implementation and detailed breakout of the most recent 12 months of sales and requisition activity. It also includes a complete listing of aligned accounts and installs, product category breakout, and recommended items to add or return.
3. **Item List♦:** Provides a summary of current KeepStock operational inventory and a complete list of items with a detailed breakout of the most recent 12 months of sales activity.
4. **Invoice Summary♦:** Provides a list of completed SAP invoices for a selected date ranged up to the prior 36 months. ♦ *Can be provided for a Track Code, Subtrack Code or Account*

KeepStock® Managed

This fee-based solution places Grainger's inventory specialists at Cook County's facility to manage all indirect material requirements **for Grainger and non-Grainger product**. Grainger can provide this service within Cook County's existing inventory management system **or** provide the hardware and software to manage all inventory. Cook County maintains full control of all procurement and purchasing decisions.

The focus of Managed is to find ways to reduce product expense, better leverage inventory investment, and increase productivity. Fees may be offset through consolidation/volume incentive rebates. Key features of Grainger's Managed solution include:

1. Up to 24/7 coverage.
2. Highly trained Grainger resources skilled in inventory management best practices, plus onsite support.

3. 90+ job tasks across 6 categories: Source, Procure, Stock, Consume, Analyze, and Adjust
4. Storeroom design and layout, process mapping, and material management systems are available.

Data and process standardization for improved compliance and visibility.

- A. Customized and documented key performance indicators (KPIs).

X. Consulting Services

Grainger Consulting Services is an industry-leading team of experts that is dedicated to helping Cook County solve its most pressing MRO challenges. Grainger's team analyzes Cook County's current state and identifies relevant and comprehensive opportunities for improvements. Based on our findings, most customers have the opportunity to take as much as 15-25% or more out of their total MRO costs. Consulting projects can range from single site assessments to enterprise wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and cost savings for your organization.

Grainger's Cost-Driven Differentiators: Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to Cook County's organization.

1. **Process:** Grainger can help improve productivity by simplifying Cook County's procurement and inventory processes while lowering the internal cost to procure and manage MRO parts and supplies.
2. **Supplier:** Grainger will show Cook County how to leverage its suppliers to get the most value for every dollar spent. Grainger's goal is to consolidate spend among fewer suppliers who do more to return value.
3. **Inventory:** Grainger will help optimize Cook County's inventory position, improve services levels, and minimize the risk of stock-outs — resulting in better operational performance.

Grainger's Approach to Continuous Improvement: Grainger uses a Six Sigma problemsolving methodology known as DMAIC. This proven continuous improvement approach ensures that Grainger's services deliver consistency and quality.

Grainger's Partnership: Grainger will work with Cook County through four steps to drive consistency and results, from the first conversation through implementation.

Grainger Documented Value Program

Grainger delivers value to help customers control and lower costs through products, services and solutions. Grainger's Documented Value Program is the technology solution developed by

Grainger which enables the tracking, visibility and reporting to the value Grainger delivers your organization.

1. The Documented Value Program uses technology to track 24+ points of value across Grainger's products, services and solutions
2. The Grainger Value ReceiptSM provides documentation of a specific value approved by a location
3. The Grainger Value Statement provides a comprehensive summary of the total value Grainger provides in a report customized to you

XI. GRAINGER ENVIRONMENTAL, HEALTH, AND SAFETY SERVICES

Grainger's Environmental, Health, and Safety Services (EHS) can help Cook County prevent workplace injuries, illnesses, and fatalities — plus avoid suffering and financial hardship for workers and their families and employers. Through its network of qualified, insured and licensed service providers, Grainger offers Cook County over **400 comprehensive solutions** to help meet safety goals. Grainger can help Cook County:

1. Maintain EHS compliance
2. Increase worker productivity
3. Drive energy and facility efficiency
4. Reduce and conserve operating costs
5. Replacement eyewear lenses
6. Safety glasses

Assessments: The Grainger team will review areas to identify potential hazards or high risks that might need remediation. Services include but not limited to:

1. Arc flash safety/electrical safety
2. Chemical reporting and management
3. Combustible dust surveys
4. Confined space
5. Crane, hoist, rigging, and sling inspections
6. Ergonomics

7. Food safety
8. Mock OSHA audits
9. PPE
10. Silica dust exposure compliance

Training: Grainger offers a variety of EHS courses to give Cook County's people the knowledge to do their jobs safely. Training is available online or through an on-site instructor.

Services include but not limited to:

1. Aerial and forklift
2. Bloodborne pathogens
3. Confined space entry and rescue
4. Electrical safety
5. Ergonomics awareness
6. Fall protection
7. First aid/CPR/AED
8. Lockout/tagout
9. Machine guarding
10. Online training
11. OSHA 10/30

Audits and Testing: Grainger's audits and tests can identify and monitor hazardous work areas. The results can help Cook County implement controls and safe work practices.

Services include but not limited to:

1. Environmental compliance audits
2. Indoor air quality
3. Noise surveys
4. Online occupational health: audio, pulmonary, and respiratory

5. Pulmonary function testing
6. Regulatory compliance audits

Program and Procedure Development: Effective programs and procedures help ensure compliance and create a safe workplace for Cook County’s employees. These programs are developed so Cook County’s business operations can be conducted safely. Please see additional information in attachment *Grainger Services*.

Digital EHS Online Services: Take advantage of time-saving tools that make it easier than ever to manage, track and maintain critical workplace activity and information right from your computer. A suite of online subscription tools, Grainger’s Online Services help you improve environmental, health, and safety (EH&S) tracking and management while increasing productivity. Whether managing a single location or an entire enterprise, our online solutions can help you:

1. Save time and money while creating a safer workplace
2. Reduce injuries, illnesses and exposure to fines
3. Increase productivity with automated EH&S tracking tools managed right from your PC or mobile device
4. Ensure compliance and drive standardization

Consulting and Turnkey Solutions: These unique Grainger services go the extra mile for EHS projects that require design and engineered solutions, installation, or additional areas of expertise.

XII. GRAINGER ENERGY SERVICES

The Grainger Energy Services team can identify and implement a wide range of efficient solutions* for Cook County through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. Grainger can also help Cook County secure applicable incentives and rebates for energy and water-saving projects.

Potential Benefits: <ul style="list-style-type: none">• Improved use of energy and water• Reduced operating costs• Upgraded infrastructure• Warranties on new equipment• Lowered operational risk• Avoided maintenance expenses• Reduced facility carbon footprint	Comprehensive Services*: <ul style="list-style-type: none">• Multiple energy- and water-saving solutions• Audit and financial analysis• Material, contractor and project management• Installation by qualified, insured and licensed service partners• Disposal and recycling
---	--

Retrofits and Upgrades: Grainger’s service providers will identify and facilitate the installation of energy- and water- saving retrofits with minimal business disruption including the following:

1. HVAC upgrades
2. Lighting retrofits and upgrades
3. Motor and drive upgrades
4. Water conservation upgrades

HVAC Filter Change-Out and Preventative Maintenance Services:

To help ensure Cook County’s HVAC units are functioning properly and efficiently, Grainger’s service providers will:

1. Visually inspect all HVAC equipment.
2. Look over electrical and mechanical components for excessive wear or damage.
3. Change filters.
4. Check belts and startup.



Midstream Utility Rebate Incentives: Grainger can help Cook County meet its energy reduction goals through discounted energy-efficient products. This program is available in several areas across the U.S.

1. If eligible, Grainger delivers rebates on approved energy-efficient products.
2. Once enrolled, rebates for eligible energy-efficient products are automatically applied upon purchase.
3. Rebates are credited to Cook County’s Grainger account.

System Studies: Any issue within a system can reduce its efficiency. Grainger or dust system audit may be required. Services include:

1. Compressed air system studies and upgrades.

2. Dust collection system studies and upgrades.

Installation: Adding electric vehicle charging stations can advance Cook County's sustainability goals while improving its corporate image. Charging stations also save Cook County's customers, employees, and business partners thousands of dollars. Grainger offers site evaluation, product recommendations, and electric vehicle charging station installation.

XIII. GRAINGER FACILITY SERVICES

Building Envelope Services: Grainger's roofing, façade, exterior wall, and building maintenance solutions are designed to prolong structural life, easily track, and manage roof assets, save energy, and improve safety.

Services include:

1. Air barrier audits
2. Inspection services
3. Patch and repair services
4. Preventative maintenance contracts
5. Restoration services
6. Roof cleaning
7. Rooftop safety installation

Flooring Services: Grainger's service provider manufactures and installs durable, long-term flooring solutions for industrial and commercial properties. This service is a complete, turnkey installation.

Lab Builder Services: Grainger is Cook County's complete source for lab furniture systems, fume hoods, casework, work surfaces, fixtures, and tables.

Services include:

1. Design, assemble, and install
2. Project engineering services
3. Quick-ship availability

Electrical Services: Grainger can perform an electrical system study to determine the degree of arc flash hazards and apply associated equipment labeling.

Services include:

1. Emergency services and disaster recovery
2. Engineering services
3. Installation (turnkey capabilities)
4. Maintenance and testing of electrical distribution system components
5. Mitigation solutions to lower arc flash energy or exposure
6. Medium voltage/low voltage services

Technician Skill Training Services: Participants will receive hands-on safety and industrial skills development that can be immediately applied on the job. Training can be scheduled on site at Cook County's locations or off site across the U.S. Services include electrical, HVAC and mechanical.

XIV. GRAINGER MANAGED FOOTWEAR PROGRAM

Grainger's managed footwear program is ready to help Cook County avoid foot injuries from workplace hazards such as heavy objects, slippery surfaces, and exposure to live electrical currents. Grainger offers five (5) solutions to help Cook County manage its safety shoe program more easily and save time and money.



1. **Online Safety Footwear Program:** Through Grainger's online program, Cook County can:

- A. Set up footwear selection guidelines for employees based on their work environments
- B. Track employee purchases
- C. Manage eligibility
- D. Administer payroll deductions
- E. Apply company contribution subsidies
- F. Generate customized reports

2. **Grainger Footwear Shoemobiles:** Grainger's Shoemobile trucks look just like a shoe store inside. They can display dozens of footwear styles and stock the safety shoes picked for the work Cook County does. Trained footwear professionals measure for the proper fit and comfort. Ask about Grainger's continually expanding service territory for the fleet of trucks that come right to Cook County's site.

3. **Grainger Kiosk:** Employees can visit a Grainger Kiosk to order their next pair of safety shoes. The kiosk provides 24/7 access to your web portal program on Grainger.com and the Benefits Management System ensures accurate application of subsidy and style restrictions. Minimum requirement for a kiosk to be installed is 150 pair on an annual basis transacted through the Kiosk.

4. **Grainger Safety Footwear Centers:** Select Grainger branches in the U.S. stock the most popular safety shoe styles and brands. Just ask Cook County's Grainger account manager for the nearest location. Grainger's friendly and knowledgeable customer service staff will help ensure a proper fit in the approved styles.

5. **On-site Safety Footwear Centers:** This convenient option is available for businesses with large employee bases that meet targeted purchase volumes. If Cook County qualifies, its employees could try on their next pair of shoes at an in-house Safety Footwear Center — with company approved inventory and displays. Grainger's customer service staff will measure for the proper fit to help avoid foot hazards.

Benefit Management System

Grainger can help make administering a quality safety footwear program a little easier. Whether buying shoes through Grainger's online tools, at a Grainger Safety Footwear Center, or from a Shoemobile, the Benefit Management System (BMS) can help manage Cook County's footwear program.

Grainger's BMS offers:

1. A connected, consistent shopping experience
2. Monthly invoicing with all sales on one invoice
3. Payroll deductions
4. Easy returns
5. 24/7 online shoe benefit inquiry

Broad Selection of Footwear

Grainger offers over 500 footwear styles and more than 40 leading brand names, including one of the industry's largest selections of women's protective toe styles.

Grainger Prescription Eyewear Program

Grainger's eyewear solutions help protect Cook County's employees when they are exposed to hazards. Grainger's solutions support worker safety on every shift at every location — and save Cook County time and money.

The eyewear packages, options, and pricing vary by program. Services are provided by third party providers and may be subject to a fee and agreement.

XV. EYELATION® PRESCRIPTION SAFETY EYEWEAR PROGRAM

This simple, 3-step online solution is administered by a technology-based company with a robust Benefits Management System (BMS). A convenient and cost-effective way to provide prescription safety eyewear for Cook County's workforce, this program is available 24/7 and improves compliance.

Eyelation provides the following features and benefits:

1. Order online or through an onsite kiosk
2. Control access to approved frames, lenses, and options
3. Review cost reports, eligibility, and order details
4. Integrate with Grainger's BMS



Hoya Prescription Eyewear Programs: This traditional eyewear approach offers two programs through local authorized eyecare providers. Each program includes package pricing, provides a range of safety solutions, and simplifies ordering and invoicing.

1. **Hoya SRx Made Easy:** Through this standard program, employees work independently with local eyecare providers.

Hoya SRx Made Easy provides the following features and benefits:

- A. Basic and enhanced packages with minimal upgrade options
 - B. A wide network of eyecare providers
- B. products that include:
- A. Employee self service
 - B. No minimum number of participants or program size

2. **Hoya See Clearly Work Safely:** This customized program provides three options to provide glasses for participating employees within Cook County's safety budget, environment, and workforce needs. This program is designed for customers with 100 or more participants.

Hoya See Clearly Work Safely provides the following benefits:

- A. A wider variety of packages
- B. Broader upgrade options (including company and employee-paid)

In addition to its prescription eyewear programs, Grainger offers protective eyewear safety

1. Eye-protection accessories
2. Laser eyewear and goggles

3. Prescription insert holders
4. Protective goggles
5. Reader eyewear
6. Replacement eyewear lenses
7. Safety glasses

XVI. ADDITIONAL REQUIREMENTS

1. Reporting

Grainger offers detailed standard and customized management reports that can be compiled for different levels of Cook County's organizational structure. Grainger's integrated ERP system is engineered to meet Cook County's reporting requirements, and **all reports are available to Cook County free of charge**. Grainger can manage for the reporting, transactional, planning, logistical, and operational needs of the facilities maintenance marketplace.

Grainger's premier reporting software includes SAP BusinessObjects, which specializes in business intelligence. BusinessObjects provides customer reporting, query, and analysis for most of Grainger's standard reports.

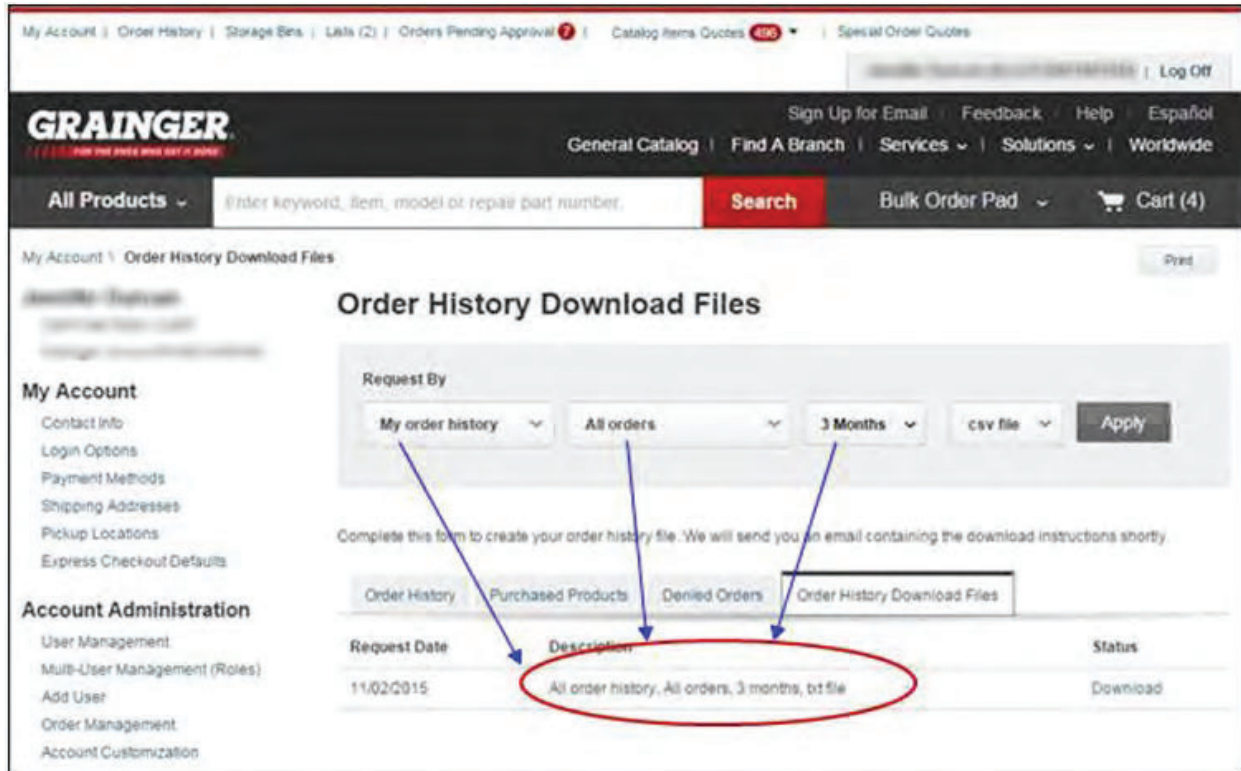
Standard Reports: Grainger offers a range of standard reports. Some of the key metrics customers can expect include:

Procurement Tendency – This report presents a complete picture during a selected time period for all of the customer's purchases including order channel, delivery channel, category purchases, purchases by site, purchases by manufacturer and more.

Item Purchase History – This summary report shows items purchased by track code, subtrack code, and/or account number. Includes total sales and quantity per item.

Custom Reports: Grainger also offers a range of custom reports at no additional cost to Cook County. Grainger will work with Cook County to get the metrics it needs. Depending on Cook County's needs, Grainger can typically provide standard and custom reports on a quarterly or monthly basis. Cook County will not be charged more to receive reports more frequently.

Order History: Cook County can review order history from the last 18 months anytime on Grainger.com. Just choose the Order History link on the home page.



Grainger's integrated ERP system's reporting capabilities

1. Find all orders regardless how they were placed – for example, through Grainger.com or at a branch.
2. Sort order history by specific products so Cook County can quickly reorder them.
3. Review order status or track a shipment.

2. Backorders

Grainger will provide electronic or written notification of anticipated ship date to the Requesting Department for any back orders that cannot be filled within fourteen (14) business days. The County Department will have the option of accepting or canceling the backorder or the Department may submit a request for a substitute item. Cook County shall not be charged for expenses incurred due to the cancellation of backorders.

Grainger has several methods to notify the County's customers as to availability.

Online Orders: Customers have **real time** visibility to product availability and expected delivery dates. This indicates whether a product is out of stock or discontinued. Should a substitute item be required, Grainger.com functionality includes a “**compare items**” feature for side-by-side comparison of in-stock alternates. In all instances, the decision to accept a substitute product is solely that of the customer.

Branch or Phone Orders, if a customer places an order via a Grainger branch or phone, the customer is immediately informed of options for in-stock substitute. Grainger's ERP system easily allows the Grainger representative to search for available alternates for the customer to consider. Product information can also be emailed to the customer for review.

Email Orders: If a customer places an order via email, the customer will be notified and advised of options for in- stock substitutes. Product information can be emailed to the customer. Once an order is placed, Grainger provides an Order Confirmation containing an expected delivery date. When the product is shipped from Grainger, a **Shipment Notification is sent to the customer with the tracking number and expected arrival date.**

The County's customer may cancel an order at any time for catalog products prior to shipment with no cancellation fee.

Once a product ships, Cook County end users may return the item in accordance with Grainger's **Return Policy:** Returns for Grainger products must be made within 1 year from the date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price. Returns of non-General Catalog items may be subject to a restocking charge (credited for less than full purchase price) up to 35% or more of the sale price.

3. Mis-shipments

Should there be a need to return a product to Grainger, it must be returned within one (1) year from the date of purchase, in original packaging, unused, undamaged, with proof of purchase and in saleable condition. Grainger will either replace the product or issue credit for the purchase price. Sourced or custom orders are not eligible for return or refund.

For product returns due to:

- 1. Wrong item shipped from Grainger**
- 2. Item damaged when received**
- 3. Defective item under warranty**

- a. The customer should Call Grainger Customer Care at 1-800-GRAINGER (472-4643)
- b. Indicate if they would like a replacement product or a credit.
- c. Grainger will take responsibility for the return and send the customer a pre-paid return label.
- d. The customer packages the item(s) and includes the packing slip.
- e. Customer places the pre-paid return on package and notifies carrier for pick up.
- f. A new product is sent to the customer, or their account is credited.

4. Returns and Restocking Fees

Grainger's standard return policy for Catalog product reads as follows: Returns for Grainger products must be made within 1 year from the date of purchase, unless otherwise indicated.

Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price. Returns of non-General Catalog items may be subject to a restocking charge (credited for less than full purchase price) up to 35% or more of the sale price.

Steps for a Standard Return originally shipped to a customer for the following reasons:

- 1. Wrong item shipped from Grainger**
- 2. Item damaged when received**
- 3. Faulty defective item that has warranties**

- a. Call Grainger Customer Care at 1-800-GRAINGER (472-4643)
- b. **Indicate whether you would like a replacement product or a credit**
- c. **Grainger takes responsibility for the return and will send a return label to the customer**
- d. At their convenience, the customer carefully packages the item(s) and includes the packing slip
- e. Pre-paid shipping label is placed on return package
- f. Customer notifies UPS to pick up the return.
- g. New product is sent to the customer or their account is credited

Steps for a Standard Return originally shipped to a customer for the following reasons:

- 1. Incorrect item ordered**
- 2. Ordered too many items**
- 3. No longer need or want**

The customer has 2 options...The customer may ship it back to Grainger or drop off the product to any of our Grainger branch locations.

If you are shipping the product:

- a. Call Grainger Customer Care at 1-800-GRAINGER (472-4643)
- b. Carefully package the item(s) and include the packing slip
- c. Write the reason for returning the product on your packing slip; if the packing slip is not available, please provide the purchase date, the original invoice number, and the item number for the product
- d. Indicate whether you would like a replacement product or a credit
- e. Ship the package to the nearest Grainger branch location

NOTE: Custom orders or sourced items are sold on a "Final Sale" basis only. No cancellations, returns, refunds or credits are allowed unless Grainger error or otherwise approved by Grainger.

5. Defective Product

Grainger will replace any defective product as described above. Cook County will not incur any costs of transportation, unpacking, inspection repacking, reshipping or other expenses to replace or return a defective product.

6. Equipment/Recall notices

Although Grainger does not manufacture products, it does in fact, have in place a product recall process which it implements in conjunction with its product suppliers, and which provides that all customers of recalled product are notified of same.

Upon notification from a General Catalog manufacturer that a “Recall” is necessary, Grainger employs a formal, documented process for handling the request. Grainger’s Product Management team works directly with the Supplier to provide notification to affected customers and appropriate actions to take to remedy the situation. One-for-one replacement of products will be provided through the supplier.

Additionally, Grainger’s product management team alerts all Branch and Distribution Center locations, and customer service associates to ensure accurate information is available when processing customer orders. In addition to the notification provided to branch and distribution center personnel, the SKUs are coded in Grainger’s integrated SAP order management system to prevent further sale and distribution.

7. Manufacturer's Warranty & Product Information

Manufacturer warranties and the Grainger warranty are effective upon date of purchase and transfer to customer at that time. Copies of warranties provided to Grainger are provided to customer as specified by the manufacturer and so are often included with product packaging.

8. Contractor's Warranties

All products sold by Grainger are already owned and purchased by Grainger. Therefore, all transfers of product are rightful and do not have any liens or any other encumbrance. Grainger has robust product catalog. The details in the product descriptions are provided and proofed by the manufacturer or other supply to ensure accuracy. Grainger has an entire product management department which makes up a substantial percentage of the overall organization. This supplier management department is responsible for managing the data and processes required for product intake into Grainger inventory. Compliance to specifications and defect free quality are two of many issues managed by this department. Grainger tracks purchases and returns as one measure of product quality.

9. Cook County E-Procurement Systems

Grainger has already implemented a punch-out catalog for Cook County customers. Grainger’s e-Procurement solutions help larger customers with buyers across multiple locations connect electronically with Grainger, resulting in end-to-end integration that enhances efficiency and lowers purchasing costs. Because Grainger and Cook County have been connected through the County’s Marketplace platform since 2012, Grainger is ready and able to continue to provide

Furthermore, Grainger's expertise in e-Commerce will be important as the County looks to make upgrades to its current Enterprise Resource Planning (ERP) System.

Grainger's contact to ensure the County's punch-out catalog is fully functional and operating efficiently is Alicia Brown, eCommerce Solutions Manager and aligned team. Ms. Brown will ensure new items and pricing are updated in the County's punch-out catalog. Grainger will be able to have any updates to the punch -out catalog before 30 days after award.

10. Custom Catalogs

Grainger will continue to use its Grainger.com customized account for the County which includes our full general catalog and custom pricing, unless specific products are blocked or otherwise requested to be excluded by the County.

EXHIBIT 1A

GRAINGER SOURCING TERMS AND CONDITIONS

GRAINGER TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE

Grainger will source products and services not available through the Grainger's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Upon request, Grainger will provide Buyer a quotation which shall include the price, freight, and the warranty terms provided by the vendor of the Sourced Product or Sourced Service.

1. SOURCED PRODUCTS

- a. Sourced Product and Sourced Services freight terms will be the same as the freight terms for catalog product. Grainger will pay standard parcel ground freight. However, due to the disruptions to the shipping industry, there are now fees that apply to oversized, special handling or hazardous material shipments that will be paid by the customers. These products are identified in the catalog and such fees will be approved for payment by the buyer prior to shipment. Standard parcel ground freight is paid by Grainger on all Sourcing Products orders. All other freight charges imposed by freight carrier related to the shipment of sourcing products shall be paid by the County, unless otherwise agreed to in writing by the parties. Catalog Products and Sourced Products are shipped FOB destination. County will pay additional freight charges imposed by the freight carrier.
- b. The product warranty provided by the manufacturer and/or supplier of the sourced product will be buyer's sole remedy. Grainger's standard limited warranty terms included in this agreement or Grainger's website terms and conditions, to the extent applicable, do not apply to sourced products.
- c. **WARRANTY DISCLAIMER.** except as expressly set forth herein, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication.

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

2. SOURCED SERVICES

- a. Performance of Sourced Services will be governed by Cook County Contract No. 2045-18535 and subject to the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Grainger, its subsidiaries, affiliates; or third-party service providers engaged by Grainger ("third-party providers"). For purposes of this section, "service provider" refers to either Grainger or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such service provider.
- b. The terms and conditions contained in this section are extended solely by the specific service provider performing services, and any obligations contained in this section do not apply to any other service provider referenced in the foregoing paragraph.
- c. Limited services warranty. All services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of services ("limited warranty period").
- d. Warranty disclaimer and waiver for services. To the maximum extent permitted by applicable law, the express warranties set forth in this section for services are in lieu of all other warranties, express or implied, and the service provider disclaims, and Buyer waives, all other warranties for services, including, but not limited to, any implied warranties of non-infringement, fitness for a particular purpose and merchantability. The warranties set forth in this section are expressly conditioned upon the use of the services for their intended purpose and shall not apply to services which have been subject to modification by Buyer or any third party.

I. Grainger Catalog Product Warranty

All products sold are warranted by Grainger only to buyers for resale or use in business or original equipment manufactured against defects in workmanship or materials under normal use for one (1) year after date of purchase from Grainger, unless otherwise stated. Any part which is determined by Grainger to be defective in material or workmanship and returned to a Grainger branch or authorized service location, as Grainger designates, with shipping costs prepaid will be, as the exclusive remedy, repaired or replaced, at Grainger's option.

Currently items in the Grainger Catalog have a minimum one-year warranty. Some items carry an additional manufacturer's warranty that is passed through to customers. A manufacturer's warranty will be included with the product packaging.

Returns for Grainger products must be made within one (1) year from the date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price.

EXHIBIT 2

KEY PERSONNEL / ORGANIZATION CHART

Grainger's Account Management Team		
Name	Title	Role
Mike Giangrand	Sr. Account Manager	<ul style="list-style-type: none"> Primary point of contact for the County for all contract matters Customer specific project management Participates in Business Review Meetings Provides communication and standardization for all customer sites Escalates and coordinates Customer Services issues that may arise
Brett Sullivan	Government Account Representative	<ul style="list-style-type: none"> Onsite customer support Customer specific project management Participates in Business Review Meetings Provides communication and standardization for all customer sites Escalates and coordinates Customer Services issues that may arise
Chris Noonan	District Sales Manager	<ul style="list-style-type: none"> Direct oversight to and primary backup for the Account Manager team Escalates and coordinates Customer Services issues that may arise
Tania Figueroa-Godoy	Director, Government	<ul style="list-style-type: none"> Oversees regional contracts
Tim Sweat	Regional Sales VP	<ul style="list-style-type: none"> Highest sales authority to ensure a high level of customer satisfaction for Cook County
Alicia Brown	eCommerce Manager	<ul style="list-style-type: none"> Responsible to ensure the County's eProcurement solution is operational and providing access to all approved products
TBD upon award	Customer Enablement Manager	<ul style="list-style-type: none"> Responsible to ensure the changes needed to meet the goals and objectives of the County's Contract are efficiently implemented
cookcounty@grainger.com		<ul style="list-style-type: none"> Available 24/7 via toll free customer support and email Provides day to day support including order processing; inquires; product and invoice questions, and resolution of customer issues
Audrey Reed	Collections Rep	<ul style="list-style-type: none"> Primary point of contact for assistance with all invoice and payment related discrepancies and issues
Jane Kim	Supplier Stewardship Manager	<ul style="list-style-type: none"> Afford the underrepresented businesses the maximum opportunity to do business with Grainger while assisting Cook County in diversifying their supply chain
Stephanie Spindler	Sr Manager Strategic Operations	<ul style="list-style-type: none"> Approves and formulates Grainger's long term strategic public safety plans
Allison Sistare	Sr. Channel Business Manager	<ul style="list-style-type: none"> Oversees activities related to maintaining relationships with channel reseller partners
Shreve McNally	Government Program Manager – Public Safety	<ul style="list-style-type: none"> Strategizes and implements Cook County relevant public safety programs in partnership with the account management team

Carole Dietterle	Branch Manager	<ul style="list-style-type: none">• Maintain Cook-County specific inventory in the branch network• Assist with emergency orders
Bryant Parker	Field Safety Specialist	<ul style="list-style-type: none">• Help solve customer's EH&S challenges• Provide safety assessments, cost-savings proposals, and program standardization strategies.

Key Personnel

The following team members are key personnel for Cook County's RFP:

Name	Title	College Degree	Yrs. Experience in Industry	Yrs. Experience in Grainger	Time Commitment
Mike Giangrand ★	Sr. Account Manager	√	11	6	50%
Brett Sullivan ★	Government Account Representative	√	3	3	100%
Audrey Reed ★	Collections Rep	√	31	31	10%

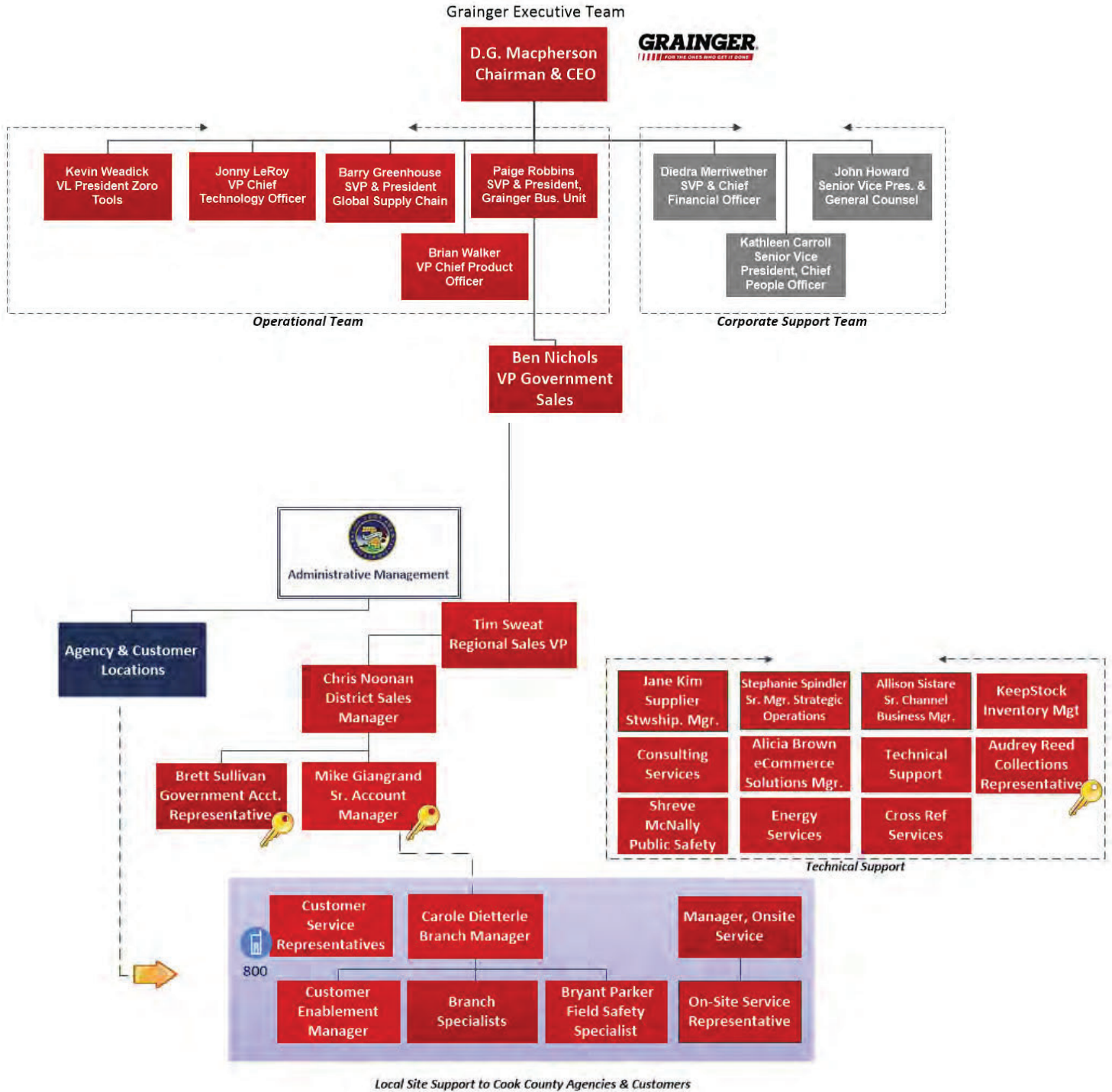
★

Mike Giangrand	
Current Responsibilities	Sr. Account Manager <ul style="list-style-type: none"> Primary point of contact for all contract related matters with Cook County Provide support to Brett Sullivan, Government Account Representative with any special projects to help remove barriers and provide desired solutions Oversee and ensure compliance with Grainger's Chicagoland public sector market customer contracts
Previous Experience	2021 – Current Sr. Account Manager 2017 – 2021 Grainger Account Manager 2016 – Grainger Government Account Relationship Manager

Brett Sullivan	
Current Responsibilities	Government Account Representative <ul style="list-style-type: none"> Provide day to day onsite support across Cook County departments Align to Cook County strategic initiatives (Safety, Sustainability, M/WBE Spend, Inventory Management) Maintain relationship with end-user contacts to ensure Grainger is meeting needs Point of contact for implementation of service-related requests Connect Cook County to specific Grainger Business Units to ensure Grainger Value Proposition is realized Engage Cook County with Manufacturers that are able to provide unique value to Cook County.
Previous Experience	2021 – current: Government Account Representative <ul style="list-style-type: none"> In person support to larger, more complex customers 2018 – 2021: Grainger Government Account Relationship Manager (Ohio State/Local) Support 50 - 75 Mid-market customers via phone support

Audrey Reed	
Current Responsibilities	Collection Representative <ul style="list-style-type: none"> Contact Customers via Phone and Email regarding past due invoices. Send copies of invoices-credit memos-statements as needed. Work with several depts including our Credit Dept /Acct Managers/ Customer Service on what barriers (pricing-proof of deliveries-returns) may be causing payment issues to get them resolved.
Previous Experience	2011-2022 Grainger Finance Dept -Govt Collections Dept 1990 – 2011: Lab Safety Supply - Govt Collections Dept

Grainger's Account Management Team for Cook County



Grainger's experience Account Management Team will continue to ensure a high level of customer support to all Cook County agencies and customers.

EXHIBIT 3

SCHEDULE OF COMPENSATION

Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.



Instructions: **2. Proposer must provide percentage discounts on all catalog products by Category.**
 The categories below are required by Cook County. By submitting a proposal, the successful Proposer is agreeing to provide the requested MRO supplies, parts, and materials regardless of what the actual spend or usage at the percentage discount from the manufacturer's list price.

Categories	Percentage Discount
1. Abrasives, Adhesives and Fasteners	5%
2. Cleaning Equipment and Supplies	5%
3. Electrical Supplies	17%
4. Electronics, Appliances and Batteries	5%
5. Furniture, Hospitality and Food Service	10%
6. Hardware	15%
7. HVAC Supplies	40%
8. Lab Supplies	5%
9. Lighting	5%
10. Lubricants, Sealants and Paint	5%
11. Machining and Cutting Tools	5%
12. Maintenance of Equipment and Fleet Vehicle Supplies	5%
13. Material Handling, Storage and Packaging	5%
14. Measuring Tools and Test Instruments	5%
15. Motors and Power Transmission	5%
16. Office Supplies	15%
17. Outdoor Equipment	10%
18. Pneumatic	5%
19. Pumps and Plumbing	15%
20. Safety	23% 17% 27%
21. Security Supplies and Equipment	19%
22. Tools	15%
23. Welding	5%
24. Emergency Response and Preparedness Equipment and Supplies	5%

Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.



Instructions: **2. Proposer must provide not to exceed gross margin* on all non – catalog products by Category.**
 The categories below are required by Cook County. The estimated spend was previously provided in Section 3.1, A.3. for the top 10 categories of anticipated usage. By submitting a proposal, the successful Proposer is agreeing to provide the requested MRO supplies, parts, and materials regardless of what the actual spend or usage at the percentage discount from the manufacturer’s list price.
 *Refer to the Scope of Work

Categories	Estimated 3-Year Spend	Not to exceed gross margin
1. Abrasives, Adhesives and Fasteners	\$65,000.00	30%
2. Cleaning Equipment and Supplies	\$404,000.00	30%
3. Electrical Supplies	\$135,000.00	30%
4. Electronics, Appliances and Batteries	\$70,000.00	30%
5. Furniture, Hospitality and Food Service	\$160,000.00	30%
6. Hardware	\$105,000.00	30%
7. HVAC Supplies	\$325,000.00	30%
8. Lab Supplies	\$8,000.00	30%
9. Lighting	\$80,000.00	30%
10. Lubricants, Sealants and Paint	\$20,000.00	30%
11. Machining and Cutting Tools	\$9,000.00	30%
12. Maintenance of Equipment and Fleet Vehicle Supplies	\$100,000.00	30%
13. Material Handling, Storage and Packaging	\$215,000.00	30%
14. Measuring Tools and Test Instruments	\$20,000.00	30%
15. Motors and Power Transmission	\$60,000.00	30%
16. Office Supplies	\$200,000.00	30%
17. Outdoor Equipment	\$120,000.00	30%
18. Pneumatic	\$25,000.00	30%
19. Pumps and Plumbing	\$35,000.00	30%
20. Safety	\$750,000.00	30%
21. Security Supplies and Equipment	\$350,000.00	30%
22. Tools	\$85,000.00	30%
23. Welding	\$20,000.00	30%
24. Emergency Response and Preparedness Equipment and Supplies	\$50,000.00	30%



Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.

Instructions: 3. Proposer must provide a percentage **gross margin*** not-to-exceed amount for all services listed in Scope of Work, 3.1, B.1. "Service Requirements " and should indicate if mark-up amounts vary by sourcing category.
***Refer to the Scope of Work**

3.1, B.1 Service Requirements	Not to Exceed Percentage Gross Margin
a. Sourcing	
1. Non-Catalog Suppliers	30%
2. Product Extensions for Catalog Suppliers	30%
3. Custom Products	30%
4. OEM Repair Parts and Accessories	30%
b. Repair Services	30%
c. Customer Support Services	No fee for support



Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.

Instructions: 4. Proposer that offers other value-added products and/or services should provide information with pricing on a separate excel spread sheet.

Item/SKU #	Description	Cook County Price
20X301	Online Services Admin Support Fee (hourly)	\$150.00
999YD4	EHS Plus Training, Unlimited,1 user,1 yr	\$110.25
999YD5	EHS Plus SCORM, Unlimited,1 user,1 yr	\$110.25
999YD6	EHS Plus Training,1Title,1-99,1yr	\$1,200.00
999YD7	EHS Plus Training,1Title,100-499,1yr	\$1,500.00
999YD8	EHS Plus Training,1Title,500-999,1yr	\$1,875.00
999YD9	EHS Plus Training,1Title,1000-2499,1yr	\$2,250.00
999YE0	EHS Plus Training,1Title,2500-4999,1yr	\$2,700.00
999YE1	EHS Plus Training,1Title,5000-9999,1yr	\$3,240.00
999YE2	EHS Plus Training,1Title,10000-19999,1yr	\$3,888.00
999YE3	EHS Plus Training,1Title,20000+,1yr	\$4,665.00
999YE4	EHS Plus SCORM,1Title,1-99,1yr	\$1,200.00
999YE5	EHS Plus SCORM,1Title,100-499,1yr	\$1,500.00
999YE6	EHS Plus SCORM,1Title,500-999,1yr	\$1,875.00
999YE7	EHS Plus SCORM,1Title,1000-2499,1yr	\$2,250.00
999YE8	EHS Plus SCORM,1Title,2500-4999,1yr	\$2,700.00
999YE9	EHS Plus SCORM,1Title,5000-9999,1yr	\$3,240.00
999YF0	EHS Plus SCORM,1Title,10000-19999,1yr	\$3,888.00
999YF1	EHS Plus SCORM,1Title,20000+,1yr	\$4,665.00
20X166	Learning Management System, 1Admin, 1Year	\$535.00
20X167	Learning Management System, 1User, 1Year	\$47.25
20X298	LMS Std. Roster Feed	\$495.00
20X359	LMS Custom Logo - Certificate	\$250.00
20X360	LMS Custom Logo - Certif, Nav	\$450.00
20X361	LMS Custom Logo - Certif, Nav, Login	\$650.00
20X311	Incident, Location Admin, 1 User, 1 Yr.	\$599.00
20X312	Incident, Group Access, 1 Group, 1 Yr.	\$75.00
20X313	Incident, Individ Access, 1 user, 1 Yr.	\$25.00
20X314	Incident, Enterpr Admin, 1 User, 1 Yr.	\$1,099.00
20X315	Incident, System Admin, 1 User, 1 Yr.	\$1,799.00
20X453	iTrack, Solution License S1, 1 Yr.	\$1,200.00
20X454	iTrack, Solution License S4, 1 Yr.	\$2,800.00
20X455	iTrack, Solution License S8 1 Yr	\$4,400.00
20X456	iTrack, Solution License Unlmted, 1 Yr.	\$6,000.00
20X457	iTrack, Location Mgr A2, 1 User, 1 Yr.	\$140.00
20X458	iTrack, Enterpr Admin A3, 1 User, 1 Yr.	\$600.00
20X459	iTrack, System Admin A4, 1 User, 1 Yr.	\$1,500.00
5ZZZ6	OSHA 10-HOUR Construction Safety	\$79.00
5ZZZ7	OSHA 10-HOUR General Industry Safety	\$79.00
5ZZZ8	OSHA 30-HOUR Construction Safety	\$169.00
5ZZZ5	HAZWOPER 8-Hour Refresher	\$59.95
5ZZY3	Unlimited DOT Training, 1 user, 1 year	\$105.00
5ZZY4	Tokens for DOT Training Courses	\$15.00
20X234	Unlimited Video-Based Training,1 user,1 yr	\$155.00
20X235	Tokens for Video-Based Training Courses	\$25.00
5ZZY5	SCORM Video-Based Training, 1 user, 1 yr	\$155.00
5ZZY0	SCORM Video-Based Training 1 title,1 user	\$25.00
20X462	Tokens for COVID-19 courses	\$2.00
5ZZZ9	NFPA 70E Electrical Training, 5 modules	\$129.00
20X291	MSDS Online GM Licensing, 1 Yr*	\$799.00
20X236	Standard SDS Vault,1 admin,1 Site,1 Yr	\$900.00
20X237	Standard SDS Vault,AdditionalAdmin,1Yr	\$60.00
20X238	Standard SDS Vault,Add100 SDS Capacity	\$350.00
20X316	Respirator Medical Clearance, 1 Eval	\$30.00
20X392	SCBA Medical Clearance, 1 Eval	\$75.00
20X317	Audiogram Entry, 1 Exam	\$4.00
20X318	PFT, 1 Exam	\$5.00
20X370	Fit Test Entry, 1 Exam	\$3.00
20X381	Red Cross First Aid BBP Training	\$55.00
20X382	Red Cross CPR / AED Training	\$50.00
20X383	Red Cross FA, AED, CPR, BBP Training	\$65.00
20X384	CPR/AED Blended-In-person skills eval	\$55.00
20X385	FA,AED,CPR,BBP Blended - In-person eval	\$80.00
999YF5	CPR/AED Blended - Virtual Skills Eval	\$55.00
999YF6	FA,AED,CPR,BBP Blended - Virtual Eval	\$80.00
20X386	IOHSA AED / CPR Training	\$35.00
20X387	IOHSA FA, AED, CPR, BBP Infant Adult	\$55.00
20X388	IOHSA FA, CPR, BBP, AED	\$50.00
20X389	IOHSA FA / BBP Training	\$40.00
20X390	IOHSA AED Training	\$20.00
20X391	IOHSA Bloodborne Pathogen Training	\$30.00
20X420	Red Cross Train the Trainer	\$599.00
20X423	Active Violence/ Armed Intruder Training	\$90.00
999XY2	Manikin Extended Use Fees, Per Day	\$30.00
999XY3	Virtual Training Delay/Reschedule Fee	\$65.00
999XY4	Red Cross Training Packet, 10 Students	\$250.00
999YD3	AED Program Mgmt Software, Per AED, 1yr	\$66.43
20X421	Severe/Life Threatening Bleed Training	\$60.00
20X422	Emergency Oxygen Administration Training	\$65.00
999YD0	FA, AED, CPR, UP Training - Onsite	\$80.00
20X418	Kinetic, Renewal, 1 Yr	\$9,500.00



Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.

Instructions: 4. Proposer that offers other value-added products and/or services should provide information with pricing on a separate excel spread sheet.

Item/SKU #	Description	Cook County Price
20X425	Kinetic, Ergo+COVID-19, 500-999, 1 Yr	\$350.00
20X426	Kinetic, Ergo+COVID-19, 1000-4999, 1 Yr	\$325.00
20X427	Kinetic, Ergo+COVID-19, 5000-9999, 1 Yr	\$300.00
20X428	Kinetic, Ergo+COVID-19, 10000+, 1 Yr	\$275.00
20X435	Kinetic, Replacement Wearable Unit	\$200.00
20X436	Kinetic, 10 Unit Charging Dock	\$495.00
20X437	Kinetic, 100 Unit Cart	\$900.00
20X438	Kinetic, Core 20 Hardware	\$395.00
20X439	Kinetic, Router, less than 40 Devices	\$325.00
20X440	Kinetic, Router, 40 to 100 Devices	\$600.00
20X441	Kinetic, Onsite Deployment - Day Rate	\$2,500.00
20X442	Kinetic, In Person TTT for 15 - Day Rate	\$5,000.00
20X443	Kinetic, Virtual TTT for 15 - Day Rate	\$3,500.00
20X451	Kinetic, Additional Unit, 1 Yr	\$750.00
20X452	Kinetic, Additional Unit Renewal, 1 Yr	\$475.00
999XW6	Kinetic, Data Comm, Per Router, 1 Yr.	\$720.00
20X464	SafetyAware Annual, 1 User, 1 Yr.	\$180.00
20X465	SafetyAware Monitoring, 1 User, 1 Yr.	\$120.00
20X466	iDriveAware, 1 User, 1 Yr.	\$120.00
20X467	Aware4Duty, 1 User, 1 Yr.	\$120.00
20X468	Aware360, Setup & Onboarding, 1 User	\$30.00
20X469	Aware360, Training	\$150.00
20X470	Aware360, Development	\$1,200.00
20X471	GoAware, 1-500 Users, 1 Yr.	\$25.00
20X495	GoAware, 501-1000 Users, 1 Yr.	\$22.00
20X496	GoAware, 1001-2000 Users, 1 Yr.	\$19.00
999XR0	GoAware, 2001-5000 Users, 1 Yr.	\$17.00
999XR1	GoAware, 5001-10000 Users, 1 Yr.	\$15.00
999XR2	GoAware, 10001-25000 Users, 1 Yr.	\$13.00
999XR3	GoAware, 25000+ Users, 1 Yr.	\$10.00
20X472	GoAware, Setup, 1 to 2000 Users	\$5,000.00
20X475	GoAware, Setup, 2001 to 10000 Users	\$7,500.00
20X476	GoAware, Setup, 10000+ Users	\$10,000.00
20X473	GoAware, Setup & Support, Addl Users	\$2.00
999XR4	GoClip, 1-2000 Devices	\$120.00
999XR5	GoClip, 2001-5000 Devices	\$115.00
999XR6	GoClip, 5000+ Devices	\$110.00
999XR7	GoBand, 1 User, 1 Yr.	\$50.00
999XY0	GoBand, Premium Service, One-Time Fee	\$1,500.00
999XR8	LifeSaver, 1 User, 1 Yr.	\$120.00
999XT1	Queclink GL300, 1 Device	\$150.00
999XT2	Queclink GL300 Clip, 1 Clip	\$10.00
999XT3	Queclink Annual, 1 User, 1 Yr	\$240.00
999XT4	Queclink Subscr w/o monitor, 1 User 1 Yr	\$180.00
999YF2	SafetyAware Wearable, 1 Device	\$225.00
999YF3	SafetyAware Wearable Subcrp,1 User,1 Yr.	\$180.00
999YF4	SafetyAware Bluetooth Band, 1 Device	\$100.00
20X477	WorkCare, One-Time Implementation	\$600.00
20X480	Risk Stratification Survey, 1 Survey	\$30.00
20X481	Telehealth Triage Services, 1 Review	\$60.00
20X483	Physician RTW w/o Telehealth, 1 Case	\$60.00
20X484	Physician RTW w/Telehealth, 1 Contact	\$108.00
20X485	MD Services, Testing, 1 Contact	\$99.00
20X486	CMD Services, 1 Month Up to 2 Hours	\$550.00
20X490	SARS CoV2 Molecular Test, 1 Test	\$137.50
20X491	SARS CoV2 Saliva Test (PCR), 1 Test Kit	\$150.00
999XY1	SARS CoV2 Rapid Antigen Test, 1 Test	\$60.00
20X492	Sofia Quidel Test, 1 Test	\$150.00
20X493	Antibody Serologic Test, 1 Test	\$60.00
20X494	Onsite Testing PPE Package, 1 Test	\$24.00
999XR9	National Flu Shot Program, 1 Employee	\$60.00
999XT0	Onsite Flu Shot, 1 Employee	\$28.00
999YC3	Quidel QuickVue Antigen Test, 1 Test	\$38.50
999YC4	CareStart Antigen Test, 1 Test	\$38.50
999YC5	Abbott D Now Molecular Test, 1 Test	\$104.50
999YC6	Lucira Molecular Test, 1 Test	\$60.50
999YC7	Abbott BinaxNow Antigen Test, 1 Test	\$16.50
20X394	Visual Lockout Procedures – Up to 40	\$10,098.00
20X395	Visual Lockout Procedures – Up to 80	\$16,218.00
20X396	Visual Lockout Procedures – 100 to 199	\$48,715.20
20X397	Visual Lockout Procedures – 200 to 299	\$70,145.40
20X398	Visual Lockout Procedures – 300 to 399	\$89,535.60
20X399	Visual Lockout Procedures – 400 to 699	\$149,725.80
20X401	Lockout Training - Train the Trainer	\$5,508.00
20X402	Lockout Training - Authorized Personnel	\$5,508.00
999XT5	Rubber Gloves Test CL 00-2, 2-6, Per Pr	\$10.80
999XT6	Rubber Gloves Test CL 00-2, 7-12, Per Pr	\$10.25
999XT7	Rubber Gloves Test CL 00-2 13-18 Per Pr	\$9.80
999XT8	Rubber Gloves Test CL 00-2, 19-24, Per Pr	\$9.30
999XT9	Rubber Gloves Test CL 00-2, 25-36, Per Pr	\$8.75



Contract # 2045-18535
 Vendor Name: W.W. Grainger Inc.

Instructions: 4. Proposer that offers other value-added products and/or services should provide information with pricing on a separate excel spread sheet.

Item/SKU #	Description	Cook County Price
999XU0	Rubber Gloves Test CL 00-2, 37-50, Per Pr	\$8.40
999XU1	Rubber Gloves Test CL 00-2, 51+, Per Pr	\$8.15
999XU2	Rubber Gloves Test CL 3&4, 2-11, Per Pr	\$10.25
999XU3	Rubber Gloves Test CL 3&4, 12+, Per Pr	\$9.70
999XU4	Glove Identification Labels, Per Pr	\$3.50
999XU5	Glove Boxes (Individual), Each	\$2.00
999XU6	Rubber Sleeves Test, Per Pr	\$14.15
999XU7	Sleeve Identification Labels, Per Pr	\$3.50
999XU8	Sleeve Boxes (Individual) Each	\$4.15
999XU9	Hose Connectors, Each	\$9.60
999XV0	Line Hose, All Sizes, Each	\$13.45
999XV1	Hoods, Each	\$13.45
999XV2	Blankets, Each	\$11.95
999XV3	Cutout Covers, Each	\$13.45
999XV4	Conductor Covers, Each	\$13.45
999XV5	Insulator Covers, Each	\$13.45
999XV6	Pole Guards 4 FT. or Less, Each	\$13.45
999XV7	Pole Guards Over 4 FT. Long, Each	\$18.05
999XV9	Singleman Basket Liners Test, Each	\$76.50
999XW0	Doubleman Basket Liners Test, Each	\$105.90
999XW1	Hot-Sticks Test, 14 Ft. or Less, Each	\$23.00
999XW2	Hot-Sticks Test, Over 14 Ft., Each	\$34.50
999XW3	Insulated Jumper Cable Test/Clean, Each	\$20.70
999XW4	Grounding Cable 1-Phase Test/Clean, Each	\$17.25
999XW5	Grounding Set 3-Phase Test/Clean, Each	\$26.45
999YA6	Rubber Gloves Test CL 00-2, 1 Pr	\$20.00
999YA7	Rubber Gloves Test CL 3&4, 1 Pr	\$20.00
999YD2	Insulated Tool Test, Each	\$12.00
999YF8	Dielectric Testing Return Freight	\$1.10
20X170	Annual LINK360 and Training up to 200procedures	\$1,956.00
20X171	Annual LINK360 and Training up to 300procedures	\$2,625.50
20X172	Annual LINK360 and Training up to 500procedures	\$3,963.47
20X173	Annual LINK360 and Training up to 1000procedures	\$6,794.68
20X174	Annual LINK360 and Training up to 2500procedures	\$13,359.90
20X177	Renewal LINK360 up to 200 procedures	\$1,340.00
20X178	Renewal LINK360 up to 300 procedures	\$2,009.50
20X179	Renewal LINK360 up to 500 procedures	\$3,347.47
20X180	Renewal LINK360 up to 1000 procedures	\$6,178.68
20X181	Renewal LINK360 up to 2500 procedures	\$12,743.90

EXHIBIT 4

EVIDENCE OF INSURANCE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED NSURED W.W. Grainger, Inc. and its	
POLICY NUMBER See Certificate Number: 570090747581			
CARRIER See Certificate Number: 570090747581	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insureds

including Zoro Tools, Inc. and Fabory U.S.A., Ltd.

Policy Number

GLO

5542908-09

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured W.W. GRAINGER, INC. AND ALL

Effective Date: 01-01-22
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 01784-000

BLANKET ADDITIONAL INSURED

"WHO IS AN INSURED" IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED UNDER CONTRACT OR AGREEMENT TO PROVIDE INSURANCE. HOWEVER, THE INSURANCE PROVIDED SHALL NOT EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS OF THIS POLICY. NOTWITHSTANDING THE FOREGOING SENTENCE, IN NO EVENT SHALL THE INSURANCE PROVIDED EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS REQUIRED BY SAID CONTRACT OR AGREEMENT.

EXHIBIT 5

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



Nicole Mandeville

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY J. QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK J. AGUILAR

16th District

SEAN M. MORRISON

17th District

February 16, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street,
George W. Dunne Cook County Building, Suite 3000
Chicago, IL 60602

Re: Contract No. 2045-18535
Maintenance, Repair and Operations (MRO)
Emergency Management and Regional Security

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: WW Grainger
Contract Value: \$10,000,000.00
Contract Goal: 12.5% MBE, 5% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment Direct</u>	<u>Commitment Indirect</u>
Montel Technologies, Inc.	MBE(9)	City of Chicago	5.1%	
C & G Construction Supply	MBE(6)	City of Chicago	0.9%	
JP Simons	WBE(7)	City of Chicago	2.1%	
AMS Elite Solutions	WBE(7)	City of Chicago	0.7%	
B & L Distributors	WBE(7)	Cook County		4.20%
RAE Products and Chemicals	WBE(7)	Cook County		<u>6.50%</u>
		Total	8.8%	10.70%

A partial MBE and partial WBE waiver was granted: Due to lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jeanetta Cardine

Jeanetta Cardine
Contract Compliance Deputy Director

JC/ds

cc: Edmund Rendon, OCPO
Sharon Cuncannan, Department of Emergency Management

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: AMS ELITE SOLUTIONS
 Address: 39555 N. IL 83, LAKE VILLA, IL 60046
 E-mail: J.SAVITT@AMS-ES.NET
 Contact Person: JULIE SAVITT Phone: 847-838-9501
 Dollar Amount Participation: \$ \$70,000.00
 Percent Amount of Participation: 0.70% %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: C&G CONSTRUCTION SUPPLY
 Address: 1593 VALENCIA COURT, CALUMET CITY, IL 60409
 E-mail: ASHLEY@CGCONSTRUCTIONSUPPLY.COM
 Contact Person: ASHLEY COLEMAN Phone: 708-825-9770
 Dollar Amount Participation: \$ \$90,000.00
 Percent Amount of Participation: 0.90% %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions -- Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit -- available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent -- Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

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MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: JP SIMONS & COMPANY

Address: 330 WINDY POINT DR, GLENDALE HEIGHTS, IL 60139

E-mail: MIKE@JPSIMONS.NET

Contact Person: MIKE BRADFIELD Phone: 630-693-0300

Dollar Amount Participation: \$ \$210,000.00

Percent Amount of Participation: 2.10% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2)

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NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Montel Technologies LLC
Address: 333 W Ohio St., Ste 101
E-mail: ray@monteltech.com
Contact Person: Ray Montelongo Phone: 815-966-1267
Dollar Amount Participation: \$ 510,000
Percent Amount of Participation: 5.1% %
*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: B&L DISTRIBUTORS
 Address: 7808 WEST COLLEGE DRIVE ST 4NE, PALOS HEIGHTS, IL
 E-mail: BLDIST@SBCGLOBAL.NET
 Contact Person: DONNA ALM Phone: 847-451-0451
 Dollar Amount Participation: \$ 420,000.00
 Percent Amount of Participation: 4.20% %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: RAE PRODUCTS AND CHEMICALS
 Address: 11638 MAYFIELD AVE
 E-mail: DONNA@RAEPRODUCTS.COM
 Contact Person: DONNA GRUENBURG Phone: 708-396-1984
 Dollar Amount Participation: \$ 650,000.00
 Percent Amount of Participation: 6.50% %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: C&G CONSTRUCTION SUPPLY
Certifying Agency: CITY OF CHICAGO
Contact Person: ASHLEY COLEMAN
Certification Expiration Date: 3/15/2026
Address: 1593 VALENCIA COURT
Ethnicity: AFRICAN AMERICAN
City/State: CALUMET CITY, IL Zip: 60409
Bid/Proposal/Contract #: 2045-18535
Phone: 708-825-9770 Fax: N/A
FEIN #: 27-0238038

Email: ASHLEY@CGCONSTRUCTIONSUPPLY.COM

Participation: [X] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

DRYWALL, CEILING TILES, ICE ROCK, SNOW MELT, GRAVEL STUDS FOR WALLS, ETC. W.W. GRAINGER WILL CONSTRUCTION PRODUCTS AS NEEDED FROM C&G CONSTRUCTION SUPPLY.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services. THE DOLLAR AMOUNT & PERCENTAGE WILL BE DETERMINED BY THE REQUEST OF COOK COUNTY TO UTILIZE C&G CONSTRUCTION THROUGH GRAINGERS SOURCING DEPARTMENT ON AN AS NEEDED BASIS.

\$90,000 0.9%

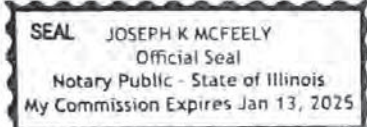
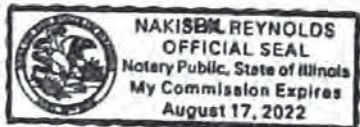
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE): Ashley Coleman
ASHLEY COLEMAN
Print Name
C&G CONSTRUCTION SUPPLY
Firm Name
01/18/2022
Date

Signature (Prime Bidder/Proposer): Mike Giangrand
MIKE GIANGRAND
Print Name
W.W. GRAINGER
Firm Name
1/25/2022
Date

Subscribed and sworn before me
this 18th day of JANUARY, 2022
Notary Public: NAKISHA REYNOLDS

Subscribed and sworn before me
this 25th day of January, 2022
Notary Public: JOSEPH K MCFEELY



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: AMS ELITE SOLUTIONS INC
Contact Person: JULIE SAVITT
Address: 39555 N IL 83
City/State: LAKE VILLA, IL Zip: 60048
Phone: 847-839-9501 Fax: 888-519-3182
Email: J.SAVITT@AMS-ES.NFT

Certifying Agency: CITY OF CHICAGO
Certification Expiration Date: 10/25/2025
Ethnicity: WOMAN OWNED BUSINESS
Bid/Proposal/Contract #: 2045-18535
FEIN #: 20-5229555

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

SPECIALIZING IN HAUL-IN AND HAUL-OFF OF CONSTRUCTION MATERIALS BY THE SEMI-DUMP, FLATBED OR LOWBOY

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

THE DOLLAR AMOUNT & PERCENTAGE WILL BE DETERMINED BY THE REQUEST OF COOK COUNTY TO

UTILIZE AMS ELITE SOLUTIONS THROUGH GRAINGER'S SOURCING DEPARTMENT ON AN AS NEEDED BASIS.

\$70,000 0.7%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Julie Savitt
Signature (M/WBE)

JULIE SAVITT

Print Name

AMS ELITE SOLUTIONS INC

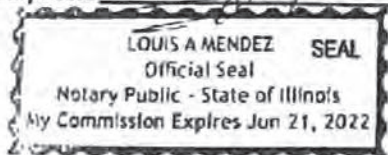
Firm Name

1-18-22
Date

Subscribed and sworn before me

this 18th day of January, 2022

Notary Public



Mike Giangrand
Signature (Prime Bidder/Proposer)

MIKE GIANGRAND

Print Name

W.W. GRAINGER

Firm Name

1/25/2022
Date

Subscribed and sworn before me

this 25 day of January, 2022

Notary Public

Joseph K McFeely



MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: JP SIMONS & COMPANY
Contact Person: MIKE BRADFIELD
Address: 330 WINDY POINT DR
City/State: GLENDALE HEIGHTS, IL Zip: 60139
Phone: 630-693-0300 Fax: N/A
Email: MIKE@JPSIMONS.NET

Certifying Agency: CITY OF CHICAGO
Certification Expiration Date: 10/1/2022
Ethnicity: WOMAN OWNED BUSINESS
Bid/Proposal/Contract #: 2045-18535
FEIN #: 36-2492765

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

ELECTRICAL SUPPLIES

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
THE DOLLAR AMOUNT & PERCENTAGE WILL BE DETERMINED BY THE REQUEST OF COOK COUNTY TO UTILIZE JP SIMONS THROUGH GRAINGER'S SOURCING DEPARTMENT ON AN AS NEEDED BASIS.

\$210,000 2.1%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

MIKE BRADFIELD

Print Name

JP SIMONS & COMPANY

Firm Name

Date

1-18-22

Subscribed and sworn before me

this 18 day of January, 2022

Notary Public

Signature (Prime Bidder/Proposer)

MIKE GIANGRAND

Print Name

W.W. GRAINGER

Firm Name

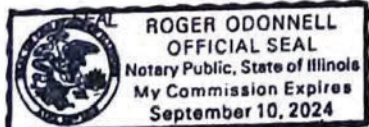
Date

1/25/2022

Subscribed and sworn before me

this 25 day of January, 2022

Notary Public



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Montel Technologies LLC

Certifying Agency: City of Chicago

Contact Person: Ray Montelongo

Certification Expiration Date: 05/01/2023

Address: 333 W Ohio St Ste 101

Ethnicity: hispanic

City/State: Chicago IL Zip: 60654

Bid/Proposal/Contract #: 2045-18535

Phone 8159661267 Fax: _____

FEIN #: 36-4504753

Email: ray@monteltech.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract. (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

design, build and manage Smart IT and Physical Security solutions for facilities, fleets and businesses

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services: \$510,000 / 5.1%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Ray Montelongo
Print Name

Tom Andrys
Print Name

Montel Technologies LLC
Firm Name

W.W. Grainger
Firm Name

02/11/2023
Date

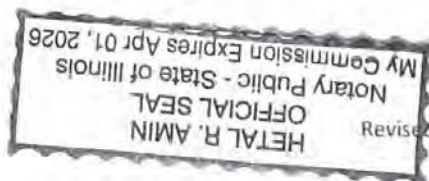
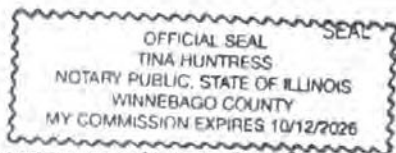
2/13/23
Date

Subscribed and sworn before me
this 11 day of February, 2023

Subscribed and sworn before me
this 02 day of 13, 2023.

Notary Public [Signature]

Notary Public [Signature]





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 07 2022

Ray Montelongo
Montel Technologies, LLC
333 W. Ohio St.
Chicago, Illinois 60654

Dear Mr. Montelongo:

We are pleased to inform you that **Montel Technologies, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of May 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541512 – Computer Systems Design Services

561621 – Security Alarm Systems Sales Combined with Installation, Repair, or Monitoring Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/cm

I.

POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [twelve and a half percent (12.5%) MBE and five percent (5%) WBE].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

EXHIBIT 6

IDENTIFICATION OF SUBCONSULTANTS

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.


Bid/RFP/RFQ No. 2045-18535	Date: 2/21/2023
Total Bid or Proposal Amount: \$10,000,000	Contract Title: MRO Supplies, Parts and Materials
Contractor: W.W. Grainger Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Montel Technologies LLC
Authorized Contact for Contractor: Chris Noonan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ray Montelongo
Email Address (Contractor): christopher.noonan@grainger.com	Email Address (Subcontractor): ray@monteltech.com
Company Address (Contractor): 100 Grainger Parkway	Company Address (Subcontractor): 333 W Ohio St #101
City, State and Zip (Contractor): Lake Forest, Illinois 60045	City, State and Zip (Subcontractor): Chicago, IL 60654
Telephone and Fax (Contractor): 317-296-0939	Telephone and Fax (Subcontractor): 815-966-1267
Estimated Start and Completion Dates (Contractor): May1, 2023 - Apr 30, 2026	Estimated Start and Completion Dates (Subcontractor): May1, 2023 - Apr 30, 2026

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Design, build and manage Smart IT and Physical Security solutions for facilities, fleets and	\$510,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

W.W. Grainger Inc.

Contractor
Chris Noonan
Name
District Sales Manager
Title 
2/21/2023
Date
Prime Contractor Signature

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2045-18535	Date: 2/21/2023
Total Bid or Proposal Amount: \$10,000,000	Contract Title: MRO Supplies, Parts and Materials
Contractor: W.W. Grainger Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: AMS Elife Solutions
Authorized Contact for Contractor: Chris Noonan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Julie Savitt
Email Address (Contractor): christopher.noonan@grainger.com	Email Address (Subcontractor): j.savitt@ams-es.net
Company Address (Contractor): 100 Grainger Parkway	Company Address (Subcontractor): 39555 N IL 83
City, State and Zip (Contractor): Lake Forest, Illinois 60045	City, State and Zip (Subcontractor): Lake Villa, IL, 60046
Telephone and Fax (Contractor): 317-296-0939	Telephone and Fax (Subcontractor): 847-839-9501, 888-519-3182
Estimated Start and Completion Dates (Contractor): May1, 2023 - Apr 30, 2026	Estimated Start and Completion Dates (Subcontractor): May1, 2023 - Apr 30, 2026

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Specializing in the haul-in and haul-off of construction materials by the semi-dump, flatbed	\$70,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

W.W. Grainger Inc.

Contractor

Chris Noonan

Name

District Sales Manager

Title

Prime Contractor Signature

2/21/2023

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2045-18535	Date: 2/21/2023
Total Bid or Proposal Amount: \$10,000,000	Contract Title: MRO Supplies, Parts and Materials
Contractor: W.W. Grainger Inc.	Subcontractor/Supplier/ Subconsultant to be added or substituted: C&G Construction Supply
Authorized Contact for Contractor: Chris Noonan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ashley Coleman
Email Address (Contractor): christopher.noonan@grainger.com	Email Address (Subcontractor): ashley@cgconstructionsupply.com
Company Address (Contractor): 100 Grainger Parkway	Company Address (Subcontractor): 1593 Valencia Ct
City, State and Zip (Contractor): Lake Forest, Illinois 60045	City, State and Zip (Subcontractor): Calumet City, Illinois, 60409
Telephone and Fax (Contractor): 317-296-0939	Telephone and Fax (Subcontractor): 708-825-9770
Estimated Start and Completion Dates (Contractor): May1, 2023 - Apr 30, 2026	Estimated Start and Completion Dates (Subcontractor): May1, 2023 - Apr 30, 2026

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Drywall ceiling tiles, ice salt, gravel studs for walls and so on	\$90,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

W.W. Grainger Inc.

Contractor

Chris Noonan

Name

District Sales Manager

Title

Prime Contractor Signature

2/21/2023

Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No. 2045-18535	Date: 2/21/2023
Total Bid or Proposal Amount: \$10,000,000	Contract Title: MRO Supplies, Parts and Materials
Contractor: W.W. Grainger Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: JP Simons & Company
Authorized Contact for Contractor: Chris Noonan	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Mike Bradfield
Email Address (Contractor): christopher.noonan@grainger.com	Email Address (Subcontractor): mike@jpsimons.net
Company Address (Contractor): 100 Grainger Parkway	Company Address (Subcontractor): 330 Windy Point Dr
City, State and Zip (Contractor): Lake Forest, Illinois 60045	City, State and Zip (Subcontractor): Glendale Heights, IL, 60139
Telephone and Fax (Contractor): 317-296-0939	Telephone and Fax (Subcontractor): 630-693-0300
Estimated Start and Completion Dates (Contractor): May1, 2023 - Apr 30, 2026	Estimated Start and Completion Dates (Subcontractor): May1, 2023 - Apr 30, 2026


Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Lighting Products	\$210,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

W.W. Grainger Inc.

Contractor
Chris Noonan
Name
District Sales Manager
Title



Prime Contractor Signature

2/21/2023
Date

EXHIBIT 7

BOARD AUTHORIZATION



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 23-1023 **Version:** 1 **Name:** W. W. Grainer, Inc., Lake Forest, Illinois
Type: Contract **Status:** Approved
File created: 1/17/2023 **In control:** Finance Committee
On agenda: 2/9/2023 **Final action:** 3/16/2023
Title: PROPOSED CONTRACT

Department(s): Emergency Management & Regional Security

Vendor: W. W. Grainger, Inc., d/b/a Grainger, Lake Forest, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Maintenance Repair and Operations (MRO) Supplies, Parts, Materials and Services

Contract Value: \$10,000,000.00

Contract period: 5/1/2023 - 4/30/2026, with two (2), one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2023 (7 months 05/01/2023-11/30/2023) \$ 1,944,444.44, FY 2024 (12 months 12/01/2023-11/30/2024) \$3,333,333.33, FY 2025 (12 Months 12/01/2024-11/30/2025) \$3,333,333.33, FY 2026 (5 Months 12/01/2025 - 04/30/2026) \$1,388,888.90.

Accounts: 11900.1265.53653.530267 (Countywide - Various Agencies)

Contract Number(s): 2045-18535

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation and MWBE waiver with indirect participation.

The Chief Procurement Officer concurs.

Summary: This contract will allow County Agencies to purchase maintenance repair and operations (MRO) supplies, parts, materials and services including supplies and equipment for first responders for the Department of Emergency Management and Regional Security.

This contract is awarded through a publicly advertised Request for Proposals (RFP) in accordance with Cook County Procurement Code. W.W. Grainger, Inc., d/b/a Grainger, was selected based on established evaluation criteria.

Sponsors:

Indexes: THEODORE "TED" BERGER, Executive Director, Department of Emergency Management and Regional Security

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/16/2023	1	Board of Commissioners		

3/15/2023	1	Finance Committee	recommend for approval	Pass
2/9/2023	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT

Department(s): Emergency Management & Regional Security

Vendor: W. W. Grainger, Inc., d/b/a Grainger, Lake Forest, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Maintenance Repair and Operations (MRO) Supplies, Parts, Materials and Services

Contract Value: \$10,000,000.00

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EXHIBIT 8

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
 Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): please see attached list

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

None.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

BR	ADDRESS	CITY	ST	COUNTY	PARCEL NO.
146	8045 River Dr.	Morton Grove	IL	Cook	10-20-300-032 & 033/0000
149	475 E. Algonquin Rd.	Arlington Hts.	IL	Cook	08-15-302-023 to 026/0000
150	6001 W. 115th St.	Alsip	IL	Cook	24-20-301-012-0000
151	6450 S. Austin Ave.	Chicago	IL	Cook	19-20-115-011, 19-20-115-031 & 033
156	3240 N. Mannheim Rd.	Franklin Park	IL	Cook	12-20-401-003-0000 & 12-20-402-010-0000
157	2221 N. Elston	Chicago	IL	Cook	14-31-200-037-0000
579	7300 Melvina	Niles	IL	Cook	10-29-302-047, 10-29-307-009 & 010, 10-29-302-019 (PRKNG)

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name W.W. Grainger, Inc.

D/B/A: Grainger FEIN # Only: 36-115280

Street Address: 100 Grainger Parkway

City: Lake Forest State: IL Zip Code: 60045

Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 2021-032-0

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

- 1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Please see attached list from 2020 Proxy Statement as the 2021 Proxy Statement has not been released at this time.		

- 2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
none		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
none			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
please see attached list			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Benjamin Nichols

VP, Govt and Healthcare Sales

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Benjamin Nichols

Digitally signed by Benjamin Nichols
Date: 2022.02.01 11:15:17 -05'00'

February 1, 2022

Signature

Date

Pls contact mike.giangrand@grainger.com

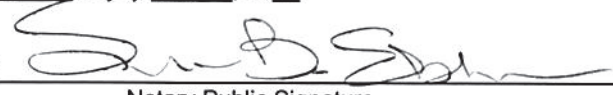
312-972-3157

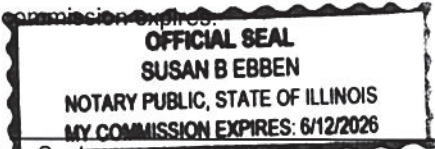
E-mail address

Phone Number

Subscribed to and sworn before me
this 1st day of Feb, 2022.

My commission expires.

X 



Notary Public Signature

Notary Seal

OWNERSHIP OF GRAINGER STOCK

Security Ownership of Certain Beneficial Owners

The following table sets forth information concerning any person known to Grainger to beneficially own more than 5% of Grainger's common stock, as of December 31, 2020 except as otherwise noted below. The information in the table and the related notes are based on statements filed by the respective beneficial owners with the SEC pursuant to Sections 13(d) and 13(g) under the Securities Exchange Act of 1934, as amended.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership ⁽¹⁾	Percent of Class
The Vanguard Group 100 Vanguard Boulevard Malvern, PA 19355	5,398,750 ⁽²⁾	10.06%
Susan Slavik Williams 4450 MacArthur Blvd., Second Floor Newport Beach, CA 92660	4,728,153 ⁽³⁾	8.81%
Longview Partners (Guernsey) Limited PO Box 559 Mill Court La Charroterie St Peter Port Guernsey GY1 6JG United Kingdom	2,689,371 ⁽⁴⁾	5.12%
BlackRock, Inc. 55 East 52 nd Street New York, NY 10055	3,728,861 ⁽⁵⁾	6.9%

- (1) Unless otherwise indicated, percentages calculated are based upon Grainger common stock outstanding as set forth in the statements on Schedule 13G or 13G/A filed by the respective beneficial owners with the SEC.
- (2) Based on information provided in a Schedule 13G/A filed on February 10, 2021, The Vanguard Group has shared voting power with respect to 75,488 shares, sole dispositive power with respect to 5,200,457 shares, and shared dispositive power with respect to 198,293 shares. The Vanguard Group is the parent of several subsidiaries; no one subsidiary's beneficial ownership interest in the Grainger common stock being reported is five percent or more of the total outstanding common shares. The Schedule 13G/A certifies that the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of Grainger.
- (3) Based on information provided in a Schedule 13G/A filed on February 8, 2021, Ms. Slavik Williams has sole voting power with respect to 4,719,811 shares, shared voting power with respect to 8,342 shares, sole dispositive power with respect to 3,084,051 shares and shared dispositive power with respect to 1,644,102 shares. Ms. Slavik Williams' aggregate beneficial ownership of 4,728,153 shares excludes 742,743 shares held in trusts over which Ms. Slavik Williams has no dispositive or voting power. The 8.81% calculation is based on the number of shares shown to be outstanding as of September 30, 2020 on Grainger's Quarterly Report on Form 10-Q filed on October 22, 2020.
- (4) Based on information provided in a Schedule 13G filed on February 16, 2021, Longview Partners (Guernsey) Limited, Longview Partners LLP, and Longview Partners (UK) Limited (collectively referred to hereafter as "Longview Partners") each has (i) shared voting power with respect to 1,719,568 shares and (ii) shared dispositive power with respect to 2,689,371 shares. Longview Partners (Guernsey) Limited is an investment advisor registered under section 203 of the Investment Advisors Act of 1940. Longview Partners (UK) Limited is 100% owned by Longview Partners (Guernsey) Limited. Longview Partners (UK) Limited is the managing member of Longview Partners LLP. The shares reported herein have been acquired on behalf of discretionary clients of Longview Partners. Persons other than Longview Partners are entitled to receive dividends from, and proceeds from the sale of, those shares. None of those persons to the knowledge of Longview

Partners has an economic interest in more than 5% of the class. The Schedule 13G certifies that the securities were acquired and held in the ordinary course of business and not with the purpose or effect of changing or influencing the control of Grainger.

- (5) Based on information provided in a Schedule 13G/A filed on February 1, 2021, BlackRock, Inc. has sole dispositive power with respect to all of the shares, and sole voting power with respect to 3,152,526 shares. Various non-person entities have the right to receive or the power to direct the receipt of dividends or the proceeds from the sale of Grainger's common stock. No one person's interest in the Grainger common stock is more than five percent of the total outstanding common shares. The Schedule 13G/A certifies that the securities were acquired and held in the ordinary course of business and not with the purpose of changing or influencing the control of Grainger.

BOARD OF DIRECTORS

Rodney C. Adkins

Former Senior Vice President of International Business Machines Corporation; President of 3RAM Group LLC
(2, 3*)

Brian P. Anderson

Former Chief Financial Officer of OfficeMax Incorporated and Baxter International, Inc.
(1, 2)

V. Ann Hailey

Former Executive Vice President and Chief Financial Officer of L Brands, Inc. (formerly Limited Brands, Inc.)
(1; 2)

Stuart L. Levenick

Former Group President of Caterpillar Inc.
(1, 2, †)

D.G. Macpherson

Chairman of the Board and Chief Executive Officer of W.W. Grainger, Inc.

Neil S. Novich

Former Chairman of the Board, President and Chief Executive Officer of Ryerson Inc.
(1, 2)

Beatriz R. Perez

Senior Vice President and Chief Communications, Sustainability, and Strategic Partnerships Officer of The Coca-Cola Company
(2, 3)

Michael J. Roberts

Former Global President and Chief Operating Officer of McDonald's Corporation; Chief Executive Officer and founder of Westside Holdings LLC
(2, 3)

E. Scott Santi

Chairman and Chief Executive Officer of Illinois Tool Works Inc.
(1, 2)

Lucas E. Watson

Senior Vice President, Go To Market of Cruise LLC
(2, 3)

Susan Slavik Williams

President, Four Palms Ventures; Director, Mark IV Capital, Inc.; President, The Donald Slavik Family Foundation
(2, 3)

Steven A. White

Special Counsel to the CEO, Comcast Cable
(2, 3)

(1) Member of Audit Committee

(2) Member of Board Affairs and Nominating Committee

(3) Member of Compensation Committee

† Lead Director

* Committee Chair

GRAINGER LEADERSHIP TEAM

D.G. Macpherson

Chairman of the Board and Chief Executive Officer

Kathleen S. Carroll

Senior Vice President and Chief Human Resources Officer

Barry I. Greenhouse

Senior Vice President and President, Global Supply Chain and Customer Experience

John L. Howard

Senior Vice President and General Counsel

Jonny LeRoy

Vice President and Chief Technology Officer

Deidra C. Merriwether

Senior Vice President and Chief Financial Officer

Paige K. Robbins

Senior Vice President, and President, Grainger Business Unit

Masaya Suzuki

Managing Director, Endless Assortment Business

Brian Walker

Vice President and Chief Product Officer



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: W.W. Grainger Inc.

Address of Person Doing Business with the County: 100 Grainger Parkway, Lake Forest, IL 60045

Phone number of Person Doing Business with the County: 312-972-3157

Email address of Person Doing Business with the County: mikegiagrand@grainger.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Mike Giagrand, email and phone number above

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January!), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP Number 2045-18535

The aggregate dollar value of the business you are doing or seeking to do with the County: \$10,000,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Ed Rendon, Sr. Contract Negotiator, edmund.rendon@cookcountyil.gov

Office of the Chief Procurement Manager, 69 West Washington Street, Chicago, IL 60602, Phone: 312.603.6824

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Sharon Cuncannon, Procurement Officer, Email: sharon.cuncannon@cookcountyil.gov

Cook County Department of Emergency Management and Regional Security, 69 West Washington Street, Suite 2600, Chicago, IL 60602, Phone: 312.603.6197

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- D** The Person Doing Business with the County **is an individual** and there is no **familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- E** The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Benjamin Nichols

February 1, 2022

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 2045-18535

County Using Agency (requesting Procurement): Dept of Emergency Mgt /DEMRS

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): W.W. Grainger, Inc.

Substantial Owner Complete Name: none

FEIN# 36-1150280

Date of Birth: n/a

E-mail address: mike.giangrand@grainger.com

Street Address: 100 Grainger Parkway

City: Lake Forest

State: IL

Zip: 60045

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Benjamin Nichols Digitally signed by Benjamin Nichols Date: 2022.02.01 11:16:42 -05'00' Date: Feb 1, 2022

Name of Person signing (Print): Benjamin Nichols Title: VP, Government and Healthcare Sales

Subscribed and sworn to before me this 1st day of February, 2022

X [Signature]
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

W.W. Grainger, Inc.

Corporation's Name

312-972-3157

Telephone

Benjamin Nichols

Digitally signed by Benjamin Nichols
Date: 2022.02.01 11:17:28 -05'00'

President's Printed Name and Signature

VP Healthcare and Government Sales
pls send emails to mike.giangrand@grainger.com

Email

February 1, 2022

Date

Secretary Signature

* Certificate Attached in lieu of Secretary Signature

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

1st day of February, 2022.

S. B. Ebb

Notary Public Signature

My commission expires:



Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CERTIFICATE

The undersigned, Vice President, Corporate Secretary of W.W. Grainger, Inc. an Illinois corporation (the "Corporation"), hereby certifies in such capacity that the following named individuals as of the date hereof hold the office of the Corporation set forth opposite their names:

<u>Name</u>	<u>Title</u>
Benjamin Nichols	Vice President, Government and Healthcare Sales
Robert Laughlin	Vice President, Manufacturing and Commercial Sales
Paige Robbins	Senior Vice President and President, Grainger Business Unit

The undersigned hereby further certifies that each of the above-named individuals is duly empowered to execute and deliver, for and behalf of the Corporation, documents including contracts relating to the sale or proposed sale of products and services associate with the business of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 31st of January 2022.

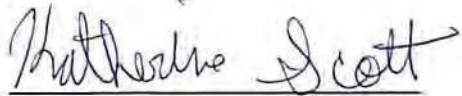


Vice President, Corporate Secretary



State of Illinois
County of Lake

Signed (or subscribed or attested) before me on January 31, 2022 (date) by
Katherine Scott (name of person).



Katherine Scott



SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi
Sarraffian

Digitally signed by Raffi
Sarraffian
Date: 2023.04.25
14:57:05 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Kathleen J. McKee

2/21/2023

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2045-18535

Contract #

May 1, 2023 through April 30, 2026 with two, one-year renewal options

Original Contract Term

Renewal Options (If Applicable)

\$10,000,000.00

Contract Amount

March 16, 2023

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

MAR 16 2023

COM _____