

**PURCHASE ORDER TERMS AND CONDITIONS FOR  
MAINTENANCE, REPAIR, AND OPERATIONS INDUSTRIAL SUPPLIES AND TOOLS ON AS-NEEDED BASIS**

- 1) **DEFINITIONS.** Throughout this document the term "Contractor" refers to W.W. Grainger, Inc., the entity furnishing goods, services, and goods and services and shall be synonymous with the term "Supplier" or "Seller." The term "County" refers to the Charter County of Wayne, a public body corporate located in the State of Michigan. The term "Purchase Order" and "Contract" shall be synonymous.
- 2) **ACCEPTANCE OF PURCHASE ORDER TERMS AND CONDITIONS.** Agreement by Contractor to furnish the goods and/or services ordered by the County, or Contractor's commencement of such performance, as described in the Scope of Services attached hereto as Appendix A, constitutes acceptance by the Contractor of this Purchase Order subject to these terms and conditions, including the Price Sheet attached hereto as Appendix B. No other terms and conditions shall be binding on the County unless the County's specific written approval of those terms and conditions shall have been given to Contractor.
- 3) **TERM.** This Contract begins upon approval by the Wayne County Commission and ends one (1) year after, with four (4) one-(1) year renewal options, which may be exercised at the discretion of the County and upon Commission approval.
- 4) **COMPENSATION.** Compensation for this Contract shall not exceed **\$600,500.00**.
- 5) **ASSIGNMENT/TRANSFER.** Assignment or transfer of this Contract without the written consent of the County may be construed by the County as a breach of contract sufficient to terminate this Contract at the discretion of the County.
- 6) **INSPECTION.** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractors risk and expense.
- 7) **RISK OF LOSS.** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.
- 8) **WARRANTY.** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the manufacture-intended purposes, and are free and clear of all liens and encumbrances. Contractor and the County agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 9) **EXCISE AND SALES TAX.** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment.
- 10) **INVOICES.** Invoices for goods must be submitted on sale of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services, Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, and a full description of the order that matches the PO.
- 11) **IRS FORM W-9.** Contractor must have on file with the County an IRS Form W-9 before the County will issue any payment to Contractor.
- 12) **COMPLIANCE WITH LAWS.** Contractor represents and warrants that the performance of this Purchase Order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal

120-50 (Authorization of Premature Performance and Payment) and 120-225 (Ethics in Contracting) of the Wayne County Procurement Ordinance.

**13) AMENDMENTS.** No amendment, modification or supplement of this Contract shall be binding unless it is in writing and signed by authorized representatives of the parties.

**14) TERMINATION.** When in the County's best interest, the County may unilaterally cancel this Purchase Order at any time, whether or not Contractor is in default of any of its obligations hereunder. Under any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the County agrees that Contractor shall be paid for items and/or services already accepted by the County, but in no event shall the County be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

**15) WAIVER OF BREACH.** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

**16) COMPLETE AGREEMENT:** The parties agree that conditions of purchase stated herein set forth their entire agreement and there are no promises or understandings other than those stated and that any prior negotiations between the County and Contractor or terms and conditions set forth in the Contractor's quote or sales acknowledgment shall not constitute a part of the Contract between County and Contractor concerning this purchase, except that the terms of this agreement do not supersede any underlying contract. The term "agreement as used in this clause shall include any future amendments, modifications, or supplements made in accordance herewith.

**17) LIABILITY AND INDEMNITY.** Contractor agrees to protect, defend, reimburse, indemnify and hold the County, its Commissioners, Officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action every kind and character made, incurred, sustained or initiated by any party hereto, any third or other party acquiring any interest hereunder, any agent or employee of any party hereto, any third party or other party or any governmental agency, arising out of Contractor's acts or omissions.

**18) INSURANCE.** Vendor shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials, and/or services provided to the County. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance Coverage shall be at least as broad as insurance services office commercial general liability coverage (occurrence Form CG 00 01) and include products coverage.

Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

If the Contractor maintains higher limits than the minimum insurance shown above, the County requires and shall be entitled to coverage for the higher insurance limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

*Deductibles and Self-insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory

to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

*Additional Insured Status.* The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG20 10 and CG 20 37 forms if later revisions used).

*Primary Coverage* For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

*Notice of Cancellation.* Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

*Waiver of Subrogation.* Contractor grants the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance, Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

*Acceptability of Insurers.*

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

*Verification of Coverage.* Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of the provision of goods and/or services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Section, at any time.

*Special Risks or Circumstances.* The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Contractor must submit certificates evidencing the insurance to the County's Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

**19) RECORDS.** The County, and its Legislative Auditor General, reserves the right to inspect and audit all Contractor documents relating to this agreement for up to three (3) years after expiration of the Contract.

**20) JURISDICTION AND LAW.** This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract.

**21) INTELLECTUAL PROPERTY.**

(a) Contractor warrants that the sale, use, or incorporation into manufactured products of all goods, machines, parts, components, services, devices, material, and rights furnished or licensed under this Contract (collectively, the "Parts") which are not of the County's design, composition, or manufacture

shall be clear of infringement of any valid patent, copyright, trademark, or proprietary rights. Contractor shall defend, indemnify, and save the County harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys fees) related to or arising out of claims, suits, or actions alleging such infringement.

(b) Any invention or intellectual property first made or conceived by Contractor in the performance of this Contract or which is derived from or based on the use of information supplied by the County shall be considered to be property of the County and Contractor shall execute such documents necessary to perfect the County's title thereto.

**22) NON-EXCLUSIVE AGREEMENT.** This Contract is a non-exclusive contract and the County reserves the right to purchase the same or like materials and/or services from other sources as the County deems necessary.

**23) INSOLVENCY.** If Contractor becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed of or for any of Seller's property or business, this Contract may be cancelled at the County's sole option without liability to Seller.

**24) CONFIDENTIALITY.** If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County. The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR**

By: Gabriel Muma

Its: Senior Government Account Manager

Dated: 11/22/2024

**COUNTY OF WAYNE**

DocuSigned by:  
By: Brian Manning for  
TE49F8E5D1A8408...

**WARREN C. EVANS**  
Its: **COUNTY EXECUTIVE**

Dated: 4/28/2025 | 2:21:40 PM EDT

**APPROVED AS TO FORM**

BY: /s/ NELLIE J.L. LEE  
**DEPT OF CORPORATION COUNSEL**  
DATE: 11/20/2024

## **APPENDIX A: SCOPE OF SERVICES**

### **I. Specifications**

Contractor shall provide maintenance, repair, and operations (MRO) Industrial Supplies and Tools to the County ordering Department. The specifications and scope of work consist of 17 categories. These categories include items that generally represent those anticipated to be most frequently purchased. To better describe each category of MRO Industrial Supplies and Tools, the United Nations Standard Products and Services Code (UNSPSC) code has been used and are as follows:

Cleaning/Janitorial	codes 4713 and 4712
Fasteners	code 3116
Material Handling	codes 2410 and 2412
Power Sources	code 2610
HVAC	code 4010
Lamps and Lighting	codes 3911 and 3910
Plumbing	codes 3018 thru 4014
Electrical	code 3912
Paint	code 3121
Hand Tools	code 2711
Pneumatic Tools	code 2713
Power Tools	codes 2700 and 2711
Welding and Solder	code 2327 (does not include gas)
Security	code 4617
Automotive Tools	code 2711
Outdoor Equipment	code 27112
Safety	code 4618 (does not include any public safety equipment)

All products shall be certified as new and unused. Whenever any supplies, material, equipment or products requested are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear.

### **II. Product Specification / Warranty Information**

Product specification sheets, Material Safety Data Sheets (MSDS) and warranty information (where applicable), are to be submitted.

### **III. Service Capabilities/ Communication**

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

The Contractor must have a primary account representative who will be responsible for the performance of a resulting contract, as well as contact persons for reports and documents.

The Contractor shall communicate any issue or change that will impact the Contractor's performance. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

### **IV. Ordering of Supplies / Internal Controls / Multi-Point Orders**

The Contractor will present all product information in electronic catalogs; Wayne County will assist with catalog and technology requirements.

The Contractor must have the capacity to receive orders electronically, by phone, facsimile, and by written order. The preferred method is through the Contractor's website and with the ability to create individual passwords and approval

workflows. The Contractor shall provide all tools and resources (i.e., online ordering, comparison tools, webinars, videos) to assist customer placing orders. The Contractor shall provide an URL of a Wayne County-specific or similar site and provide a test username and password if logging in is required to view the site. The Contractor shall provide any applicable training, at no additional cost to Wayne County or eligible agencies. The Contractor must receive and transmit all order information in .xls and .xml or similar format(s).

The Contractor shall provide a state-wide toll-free phone number for phone orders. The Contractor agrees to have internal controls to ensure that authorized individuals place orders. It is preferred that the Contractor have a product order form (electronic or hard copy) or format and an accessible customer service department with an individual specifically assigned to Wayne County and eligible agencies under the extended purchasing consortium. The Contractor will respond to customer inquiries within 48 hours or two (2) business days of receipt of the inquiry.

Multi-point orders are orders placed with multiple ship-to locations. Failure to honor multi-point orders may result in cancellation of current contract and dropping the Contractor(s) from future bids.

V. Customer Service

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

VI. Roles and Responsibilities

The Contractor will not subcontract the responsibilities outlined in this Contract without prior written approval.

VII. Delivery Acceptance Criteria / Shipping Errors/ Returns

All Products furnished must be in conformity with the Specifications and will be subject to inspection and product acceptance by the individual Customers after delivery. The right is reserved to reject and return at the risk and expense of the Contractor such portion of any shipment, which may be defective or fails to comply with specifications, without invalidating the remainder of the order.

The designated Wayne County representative shall provide the final review and approval of the required services/ productions.

Special Delivery Options -The Contractor is to provide both a standard delivery program and a quick- ship program, including deliveries inside, dock, or drop shipping options.

Holiday Deliveries - Deliveries that occur during observed holidays must be coordinated with each County Department. County Departments may be closed during the period around observed holidays.

Delivery Timeframes - It is requested that all orders be delivered within 1-5 business days. If there are supplies and/or equipment that require a longer delivery timeframe, Contractor must notify the County. The Contractor must notify the County of any service interruptions or allocation restrictions within 48 hours or two business days of the Contractor's notification from the manufacturer.

Packaging Requirements - It is a requirement that the Contractor(s) provide commercial grade packaging capabilities.

Shipping Errors – The Contractor agrees that products shipped in error will be returned at the expense of the Contractor. For example, if a Contractor ships a product that was not ordered, it is the responsibility of the Contractor to pay for return mail or shipment, at the convenience of the Customer.

Return Policy & Restocking Fees – Filing damage claims will be the Contractor's responsibility after notification by County. Contractor will provide instructions for County that detail return policies and processes.

## **APPENDIX B: PRICE SHEET**

### **Market Basket items**

The prices for Market Basket items submitted by Contractor in response to RFP #37-24-005-A shall be firm and fixed throughout the term of the contract.

### **Non-Market Basket items**

Non-Market Basket items shall be subject to discounts provided by Contractor:

	<b>Grainger</b>
<b>Category</b>	<b>Percentage off List: Non-Market Basket</b>
<b>HVAC</b>	10-20%
<b>Automotive Tools</b>	5%
<b>Janitorial</b>	15%
<b>Electrical</b>	15%
<b>Hand Tools</b>	10%
<b>Fasteners</b>	20%
<b>Lamp Ballasts</b>	15%
<b>Material Handling</b>	10%
<b>Power Sources</b>	5-15%
<b>Outdoor Garden</b>	5-10%
<b>Paint</b>	10%
<b>Plumbing</b>	15%
<b>Pneumatic Tools</b>	10%
<b>Power Tools</b>	10%
<b>Safety</b>	15%
<b>Security</b>	10%
<b>Welding and Soldering</b>	10%

Total maximum contract compensation shall not exceed **\$600,500.00**.