

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

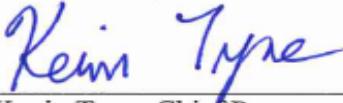
DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, 2024 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2024~~ **2026**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
- 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____ or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated “Best-A” or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

- 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

- 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
- 6.6.4.2 Terminate the Contract for default.

6.7 **REQUIREMENTS CONTRACT:**

- 6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 **BACKGROUND CHECK:**

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 **SUSPENSION OF WORK**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.10.1 Cancel the stop-work order; or
- 6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 6.17.2 ~~The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

~~Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

6.22 ISRAEL BOYCOTT:

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.23.1.2 have not within three (3) year period preceding this Contract;

6.23.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.23.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

6.23.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.23.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

- 6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~
~~Atlanta, GA 30339~~
ATTN: Contract Administration

**PO BOX 193176,
Columbus, OH 43218**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:


CLERK OF THE BOARD Frank McCaul

JAN 17 2017

DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

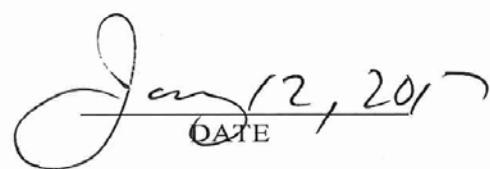

DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road PO BOX 193176, Atlanta, GA 30339 Columbus OH 43218
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
YES	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT <input checked="" type="checkbox"/> [X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: <input checked="" type="checkbox"/> [X]	
PAYMENT TERMS. <input checked="" type="checkbox"/> NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:			
1.1	Do you offer a Rebate in lieu of a discount		Yes
	Details of your Rebate Program		
	<ul style="list-style-type: none"> • At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate • At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate • Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate 		
1.2	Pro Rewards Paint Program	Discount %	Minimum Annual Spend on Paint
	Level		
	Gold	20%	\$ 7,500
	Silver	15%	\$ 4,000
	Bronze	10%	\$ 2,000
1.3	Volume Pricing Program		
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.		
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot		
	store and ask for it to be submitted for volume pricing consideration.		

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

- 2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

- 2.4.2.1 Retail Stores (Point of Sale)
- 2.4.2.2 Internet (Homedepot.com)
- 2.4.2.3 Other eProcurement options
- 2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

- 2.7.2 All quotations shall be for a “not to exceed” amount.
- 2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.
- 2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

- 2.8.1 Sales Dollars
- 2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

- 2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.10.4.1 Contract Serial number
 - 2.10.4.2 Contractor's name and address
 - 2.10.4.3 Participating Public Agency's name and address
 - 2.10.4.4 Participating Public Agency's purchase order number
 - 2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

- 3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

- 1.1 ~~REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- 1.2 ~~AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- 1.3 ~~WEEKENDS are anytime Saturday or, Sunday.~~
- 1.4 ~~HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- 1.5 ~~Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- 1.6 ~~Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

2.0 RESPONSE TIMES:

- 2.1 ~~During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~
- 2.2 ~~If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

3.0 TRIP CHARGE:

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- 3.1 ~~MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- 3.2 ~~County offices located in Gila Bend, AZ~~
- 3.3 ~~County offices located in Buckeye, AZ~~
- 3.4 ~~County offices located in Aguila, AZ~~
- 3.5 ~~Only one trip charge may be charged per service call.~~
- 3.6 ~~If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 ~~Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

- 4.4.1 Shirt/blouse
- 4.4.2 Vest
- 4.4.3 Cap
- 4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD_ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.

- 7.1 Company name, address and contact information
- 7.2 County bill to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 County purchase order number
- 7.5 County contract number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts, nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND or HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
 - Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 **BUILDING ACCESS:**

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**
- 9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**
- 9.4 **Delivery will be made to the following address:**

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009**

**Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.**

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**
- 10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**
- 10.3 **Home Depot Account invoices should contain access to the following information:**
 - **Company name, address and contact information**
 - **County bill-to name and contact/requestor information**
 - **Building name and building number**
 - **County purchase order number**
 - **Contract or BidSync agreement number**
 - **Maximo (Facilities Management) work order number**
 - **Invoice number and date**
 - **Date of service or delivery (for Project work: use “Completion date”)**
 - **Description of services performed**
 - **Line item description of parts and materials (Time and Materials work)**
 - **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
 - **Total amount due with tax amounts separated (Time and Materials work).**
***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 Questions regarding billing or invoicing shall be directed to the email address below.

10.5 Invoices shall be e-mailed to: **FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 If invoices cannot be e-mailed, send by mail to:

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

10.8 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms: NET 30

Vendor Number: VC0000005735

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2024 2026.**

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

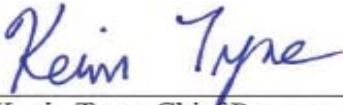
DATE OF LAST REVISION: January 11, 2017 CONTRACT END DATE: December 31, 2021

CONTRACT PERIOD THROUGH DECEMBER 31, 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the

concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and

attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and

an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work

is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$ _____ or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$ _____ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 **DISCLAIMER OF WARRANTIES FOR PRODUCTS.** COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the

delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.22 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 **ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

- 6.36.1 Exhibit A, Pricing;
- 6.36.2 Exhibit B, Scope of Work;
- 6.36.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, GA. 30339
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

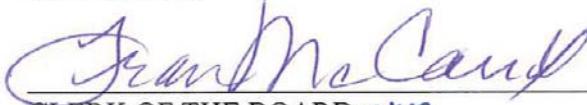
MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:


CLERK OF THE BOARD 01/17

JAN 17 2017

DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY


DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road
	Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
YES	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	
[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	
[X]	
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	<ul style="list-style-type: none"> • At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate • At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate • Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate 			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication,

hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 **CATEGORY 5: KITCHEN AND BATH CABINETS**
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 **CATEGORY 6: JANITORIAL SUPPLIES**
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 **CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES**
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.3.8 **CATEGORY 8: MOTORS/PUMPS**
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 **CATEGORY 9: PAINTS AND COATINGS**
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 **CATEGORY 10: PLUMBING**
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 **CATEGORY 11: POOL SUPPLIES**
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 **CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE**
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 **CATEGORY 13: TOOLS, POWER TYPE**
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 **CATEGORY 14: FLOORING AND WINDOW COVERINGS**
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

- 2.4.2.1 Retail Stores (Point of Sale)
- 2.4.2.2 Internet (Homedepot.com)
- 2.4.2.3 Other eProcurement options
- 2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

- 2.7.2 All quotations shall be for a “not to exceed” amount.
- 2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.
- 2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 **SALES REPORTING:**

- 2.8.1 Sales Dollars
- 2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.8.3 Procurement card (MasterCard or Visa brand)

2.9 **BRAND NAMES:**

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 **DELIVERY, FREIGHT REQUIREMENTS:**

- 2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.10.4.1 Contract Serial number
 - 2.10.4.2 Contractor’s name and address
 - 2.10.4.3 Participating Public Agency’s name and address
 - 2.10.4.4 Participating Public Agency’s purchase order number
 - 2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 **PROCUREMENT REQUIREMENTS:**

3.1 **SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 **OPERATING MANUALS (If required):**

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 **INSTALLATION: (If required):**

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

- 3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or, Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:
 - 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
 - 4.4.4 Badging that identifies the business they work for
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
- 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 – or to the address that was used in establishing the associated Home Depot Account.

- 7.1 Company name, address and contact information
- 7.2 County bill-to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 County purchase order number
- 7.5 County contract number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

HOME DEPOT U.S.A., INC., 2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms: NET 30

Vendor Number: VC0000005735

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021**.

CONTRACT INFORMATION

CONTRACT NAME	U.S. Communities
CONTRACT LEAD AGENCY	Maricopa County, Phoenix, AZ
CONTRACT SERIAL NUMBER	11019
CONTRACT ADMINISTRATOR	Rich Nyberg 770-384-3772 richard_nyberg@homedept.com
MARICOPA COUNTY CONTACT	Derron Wasp 602-506-3823 waspd@mail.maricopa.gov
CONTRACTOR'S NAME & ADDRESS	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, NW Atlanta, GA 30339-4024
STORE CONTACT INFORMATION	1,900+ locations. Go to homedept.com/gov to locate a store near you
DUNS NUMBER	783266950
TAXPAYER IDENTIFICATION NUMBER	58-1853319

TERMS

PRICING/INCENTIVES	Contract authorizes access to everyday low retail pricing, volume pricing, Installation and Repair Services and annual volume rebates
TAX EXEMPT	Determined by agency
PAYMENT TERMS	Net 30 or account platform
P CARDS ACCEPTED	Yes. Go to homedept.com/gov for more info

ORDER INFORMATION

MINIMUM ORDER SIZE	None
PARTICIPATION FEE	None
DELIVERY AVAILABLE	See store for details
GEOGRAPHIC COVERAGE	All United States stores
FREIGHT ON BOARD (FOB)	Origin
WARRANTY PROVISION	Manufacturer's warranty will be provided

THE HOME DEPOT PRO

LET'S DO MORE PURCHASE POWER.

The Home Depot partners with local government to save you time and money

For more information on the U.S. Communities™ program, go to uscommunities.org.

For more information on The Home Depot Government Solutions, call **866-589-0690** or go to homedept.com/gov.



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

National League of Cities
U.S. Conference of Mayors
National Association of State Directors of Parks, Recreation and Tourism
National Governors Association
U.S. Conference of State Directors of Parks, Recreation and Tourism
National Association of County and City Health Officials



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National Association of County and City Health Officials



ABOUT U.S. COMMUNITIES™

U.S. Communities is a government cooperative purchasing program that combines and strengthens the purchasing power of public entities nationwide. The result is not only reduced costs, but also the assurance that your agency meets the requirements for competitive solicitation.



The Home Depot Government Solutions supports:

STATE AGENCIES
CITIES & COUNTIES
PUBLIC UNIVERSITIES & COLLEGES
SCHOOL DISTRICTS
HOUSING AUTHORITIES
PORT AUTHORITIES
NONPROFITS



For more information on the U.S. Communities™ program, go to uscommunities.org.

For more information on The Home Depot Government Solutions, call **866-589-0690** or go to homedepot.com/gov.



THE HOME DEPOT & U.S. COMMUNITIES™ MAKE PURCHASING SIMPLER

PURCHASE WITH EASE

The U.S. Communities™ and The Home Depot's MRO (Maintenance, Repair and Operations) contract #11019 makes it easier than ever to get the supplies and services you need with competitive pricing at over 1,900 The Home Depot locations. Plus, since your order has been competitively solicited and fulfills bidding requirements, there's no need to submit an RFP.

THE HOME DEPOT NOW AVAILABLE ON THE U.S. COMMUNITIES™ MARKETPLACE

Find out how easy it is to place your order with The Home Depot when you shop at the U.S. Communities Marketplace.

- No user fees
- Best overall supplier government pricing
- Quality brands
- Integrity and experience
- Oversight by public purchasing professionals

GET MORE WITH GOVERNMENT SOLUTIONS

Government Solutions from The Home Depot gives you a dedicated support team with the tools, resources and know-how to do business your way.

- No more post-purchase tax paperwork with our tax exempt ID
- No cost to participate and no minimum spending requirement
- Convenient payment options – all government procurement types honored, including P cards and purchase orders*
- Register today at homedepot.com/gov

INSTALLATION & REPAIR SERVICES

Our Installation Services cover the installment of a number of products sold in our stores and on our website, such as carpeting, flooring, cabinets, water heaters, countertops, generators, furnaces and central air systems.

These service programs use only qualified independent contractors that have been handpicked and backed by The Home Depot.



THE VOLUME PRICING PROGRAM

Get the lowest possible price on bulk orders for government purchases.

- Specially created for procurement professionals on large-scale projects
- Price adjustments possible on purchases of \$2,500 or more*
- Direct shipping to warehouse or job site available
- See a Pro Desk Associate for details

THE VOLUME REBATE PROGRAM

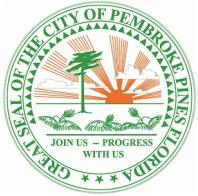
Participating public agencies can save even more.

- Earn a 1% rebate on annual net purchases of \$10,000–\$25,000
- Earn a 2% rebate on annual net purchases of \$25,000–\$100,000
- Earn a 3% rebate on annual net purchases over \$100,000*
- All rebates will be paid annually
- Sign up today at homedepot.com/gov and start saving

*PO tender requires an approved The Home Depot Net 30 Account.

**Minimum threshold for special order kitchens, appliances and outdoor power items is \$5,000; minimum threshold for wire orders is \$10,000. Multi-phase projects can be submitted as a single order.

*Annual rebates earned will be calculated back to dollar one.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppinies.com

Agenda Request Form

Agenda Number: 1.

File ID: 16-0383

Type: Agreements/Contracts

Status: Passed

Version: 2

Agenda

In Control: City Commission

Section:

File Created: 09/26/2016

Short Title: Home Depot Us Communities Contract

Final Action: 10/16/2019

Title: MOTION TO APPROVE THE PURCHASE OF MAINTENANCE AND HARDWARE SUPPLIES ON AN AS NEEDED BASIS FROM HOME DEPOT USA, INC., UTILIZING OMNIA PARTNERS, PUBLIC SECTOR (FORMERLY U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE) CONTRACT # 16154 FOR AN ANNUAL AMOUNT NOT TO EXCEED \$400,000, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

*Agenda Date: 10/16/2019

Agenda Number: 1.

Internal Notes:

Attachments: 1. Omnia Partners Home Depot Contract # 16154, 2. Contract Brochure

2 City Commission 10/16/2019

MOTION TO APPROVE THE PURCHASE OF MAINTENANCE AND HARDWARE SUPPLIES ON AN AS NEEDED BASIS FROM HOME DEPOT USA, INC., UTILIZING OMNIA PARTNERS, PUBLIC SECTOR (FORMERLY U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE) CONTRACT # 16154 FOR AN ANNUAL AMOUNT NOT TO EXCEED \$400,000, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines needs to purchase maintenance and hardware supplies to support all City and Charter School operations.
2. On January 11, 2017, Maricopa County, Phoenix, AZ as the lead agency for U.S. Communities Government Purchasing Alliance (U.S. Communities and National IPA have come together as Omnia Partners, Public Sector) entered into a 5 year contract with Home Depot USA, Inc., which commenced on February 1, 2017 through December 31, 2021. The

contract includes the option to renew for 5 additional 1 year periods.

3. The contract with Home Depot offers the following annual volume rebate structure to OMNIA Partners registered agencies:

- 1% Annual Rebate on purchases of \$10,000 to \$25,000
- 2% Annual Rebate on purchases of \$25,000 to \$100,000
- 5% Annual Rebate on purchases of over \$100,000

4. In addition, bulk purchases of \$1,500 or more qualify for possible price adjustments.

5. The City of Pembroke Pines estimates an amount not to exceed \$400,000 of expenses on an as needed basis for all City Departments and the Charter Schools.

6. Pursuant to Section 35.18(C)(6) of the City's Code of Ordinances; Cooperative purchasing plans are exempt from competitive bidding.

7. Recommend Commission approve the purchase of maintenance and hardware supplies from Home Depot USA, Inc., utilizing Omnia Partners, Public Sector (Formerly U.S. Communities Government Purchasing Alliance) contract # 16154 for an annual amount not to exceed \$400,000, pursuant to Section 35.18(C)(6) of the City's Code of Ordinances.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

..Financial Impact

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$400,000 on an as needed basis from various departments.
- b) Amount budgeted for this item in Account No:** Each department and charter school has a budget for purchasing maintenance and hardware supplies that is generally coded to object code # 46150 (R&M - Land, Building & Improvement).
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** This contract is effective through December 31, 2021. The contract includes the option to renew for 5 additional 1 year periods.
- e) Detail of additional staff requirements:** Not Applicable

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- d) 5 year projection of the operational cost of the project:** This contract is effective through December 31, 2021. The contract includes the option to renew for 5 additional 1 year periods.
- e) Detail of additional staff requirements:** Not Applicable

Solicitation 16154-RFP

**MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PROD**

Bid Designation: Public

Maricopa County

Bid 16154-RFP
MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND
RELATED PROD

Bid Number	16154-RFP
Bid Title	MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD
Bid Start Date	Aug 4, 2016 7:27:21 AM MST
Bid End Date	Sep 22, 2016 2:00:00 PM MST
Question & Answer End Date	Aug 5, 2016 7:00:00 AM MST
Bid Contact	Steve Dahle Strategic Team Manager 602-506-3450 Sdahle@mail.maricopa.gov
Pre-Bid Conference	Sep 1, 2016 9:00:00 AM MST Attendance is mandatory Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. (DUE TO SPACE LIMITATIONS VENDORS LIMIT ATTENDANCE TO NO MORE THAN TWO (2) PEOPLE).

Description

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.



NOTICE OF SOLICITATION

SERIAL 16154-RFP

REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

Notice is hereby given sealed proposals will be received by the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on September 22, 2016 for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Chief Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 16154- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/procurement/> ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DIRECT ALL INQUIRIES TO:

STEVE DHLE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3450
EMAIL: SDAHLE@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/procurement/solicitation.aspx>

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- 2.0 SCOPE OF WORK
- 3.0 PROCUREMENT REQUIREMENTS
- 4.0 TERMS AND CONDITIONS
- 5.0 INSTRUCTIONS

ATTACHMENTS:

- ATTACHMENT A PRICING
- ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK
- ATTACHMENT B AGREEMENT/SIGNATURE PAGE
- ATTACHMENT C REFERENCES - PRODUCTS
- ATTACHMENT C-1 REFERENCES – SERVICES
- ATTACHMENT D RETAIL STORES AND WAREHOUSE LOCATIONS
- ATTACHMENT E U.S. COMMUNITIES INFORMATION AND REQUIREMENTS
 - SUPPLIER QUALIFICATIONS COMMITMENTS
 - U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS
 - SUPPLIER WORKSHEET
 - NEW SUPPLIER IMPLEMENTATION CHECKLIST
 - SUPPLIER INFORMATION

SERIAL 16154-RFP**EXHIBITS:**

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
EXHIBIT 2	LETTER OF TRANSMITTAL SAMPLE
EXHIBIT 3	DRAFT CONTRACT
EXHIBIT 4	INSURANCE CERTIFICATE EXAMPLE
EXHIBIT 5	MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS
EXHIBIT 6	MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
EXHIBIT 7	U.S. COMMUNITIES ADMINISTRATION AGREEMENT
EXHIBIT 8	STATE NOTICE ADDENDUM
EXHIBIT 9	FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS
EXHIBIT 10	COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

**REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS
AND SERVICES (U.S. Communities)**

1.0 INTRODUCTION, BACKGROUND AND INTENT:

1.1 MASTER AGREEMENT

Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein “Products and Services”).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Respondents are to propose the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

1.3.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.3.2 Industrial Supplies and Related Services (Installation, Repair, and Renovation) – A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material

SERIAL 16154-RFP

handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons, hospitals and public agencies.

1.3.3 **Related Products and Services (Including Installation, Repair and Renovation Services)** – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

1.4 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Seattle, WA	City of Ocean City, NJ
Cobb County, GA	Onondaga County, NY
Denver Public Schools, CO	Port of Portland, OR

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Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA

Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.0 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Maricopa County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 6.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of products and services from existing U.S. Communities contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.5 INTENT:

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Responses shall be for MRO and Related Products and Services or Industrial and Related Products and Services. Suppliers are not required to respond to both categories.

Responses for only the Related Products and Services shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:**2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

SERIAL 16154-RFP**2.2 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):**

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.3 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

- 2.3.1 Any related products offered by Supplier.
- 2.3.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.
- 2.3.3 Services performed shall be non-structural in nature.
- 2.3.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.
- 2.3.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):
 - 2.3.5.1 Roofing, Gutters, Downspouts
 - 2.3.5.2 HVAC
 - 2.3.5.3 Plumbing
 - 2.3.5.4 Electrical
 - 2.3.5.5 Exterior decks, patios and porches
 - 2.3.5.6 Exterior Siding
 - 2.3.5.7 Windows, Doors
 - 2.3.5.8 Interior/Exterior Painting
 - 2.3.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
 - 2.3.5.10 ADA Improvements
- 2.3.6 These services may be required in the industrial environment and may be any of the following (non-inclusive):
 - 2.3.6.1 Hose Fabrication
 - 2.3.6.2 Hydraulic Repairs
 - 2.3.6.3 Gearbox Repairs
 - 2.3.6.4 Conveyor System Repairs
 - 2.3.6.5 Vulcanizing
 - 2.3.6.6 Rubber Fabrication
- 2.3.7 Services:
 - 2.3.7.1 As part of your Proposal response, detail your firm's program in offering services including:
 - 2.3.7.2 Providing and managing qualified contractors

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- 2.3.7.3 Budget management in keeping projects on budget
- 2.3.7.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.3.8 Service Providers (Labor):

- 2.3.8.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.3.8.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.3.8.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.3.8.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

- 2.3.8.4.1 National Employee Database
- 2.3.8.4.2 SSN Verification
- 2.3.8.4.3 National Criminal Database Check
- 2.3.8.4.4 Two County Search
- 2.3.8.4.5 Sex Offender Search
- 2.3.8.4.6 Annual Review (National Criminal Database)
- 2.3.8.4.7 Two (2) Year Complete Re-Screen and Renewal
- 2.3.8.4.8 Financial Background

- 2.3.8.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.4 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.4.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.4.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

SERIAL 16154-RFP**2.4.3 CATEGORY 3: HARDWARE**

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.4.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.4.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.4.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.4.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.4.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.4.9 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.4.10 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.4.11 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.4.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.4.13 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

SERIAL 16154-RFP**2.4.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS**

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.4.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.4.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.4.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.4.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.5 PRODUCT ORDERING:

2.5.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.5.2 Products may be ordered by any of the following methods:

Internet

Will Call (Phone or FAX order)

POS (Point-of-sale)

2.6 PRODUCT PRICING:

2.6.1 Retail:

Pricing shall be a fixed percentage (%) off **marked price** at the POS; not a percent off **list**. The County will consider other retail pricing options (ex. Rebate on gross sales).

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2.6.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.4 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.8 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.9 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.9.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.9.2 All quotations shall be for a "not to exceed" amount.

2.9.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.10 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.11 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.11.1 Sales Dollars

2.11.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.11.3 Procurement card (MasterCard or Visa brand)

2.12 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.13 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.14 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

SERIAL 16154-RFP**2.15 DELIVERY, FREIGHT REQUIREMENTS:**

- 2.15.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.15.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.
- 2.15.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.15.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.15.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.15.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.15.6.1 Contract Serial number
 - 2.15.6.2 Contractor's name and address
 - 2.15.6.3 Participating Public Agency's name and address
 - 2.15.6.4 Participating Public Agency's purchase order number
 - 2.15.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:**3.1 SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at Phoenix, Arizona 85003.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the

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implementation schedule to be impacted by a personnel change on the part of the Contractor.

- 3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.
- 3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

- 3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - 3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 MAINTENANCE: (If required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.10 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to)

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the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.12 INVOICES AND PAYMENTS:

3.12.1 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.12.2 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.12.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.12.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.12.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.13 APPLICABLE TAXES:

3.13.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.13.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.13.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

SERIAL 16154-RFP**3.14 TAX: (SERVICES)**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.15 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.16 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:**4.1 DRAFT CONTRACT SEE EXHIBIT 3****5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)**

Bidders and Proposers are solely responsible for submitting bids, proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (ITN, RFP, ROQ, or any other solicitation notice).

Any bid, proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

5.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: AUGUST 4, 2016

Pre-Proposal Conference: SEPTEMBER 1, 2016

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will not be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions shall be e-mailed to sdahle@mail.maricopa.gov. Answers shall be posted to www.bidsync.com as an addendum.

Proposals Opening Date: SEPTEMBER 22, 2016

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **SEPTEMBER 22, 2016**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: NOVEMBER 7, 2016

Proposed Respondent presentations: (if required) NOVEMBER 14, 2016

Proposed selection and negotiation: NOVEMBER 28, 2016

Proposed Best & Final (if required) DECEMBER 5, 2016

Proposed award of Contract: JANUARY 12, 2017

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All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Steve Dahle, Strategic Procurement Officer, 602/506-3450
(sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS (ALL FLASH DRIVES SHALL BE LABELED WITH PROPOSERS NAME AND RFP NUMBER):

Respondents shall provide their proposals in accordance with Section 5.14 as follows:

- 5.3.1 Two (2) original hardcopy of all proposal documents.
- 5.3.2 Two (2) flash drive providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 5.3.3 Six (6) flash drives providing the entire proposal in PDF format only.
- 5.3.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

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- 5.3.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

5.4 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 16154-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 16154-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL**

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Solicitation, SERIAL 16154-RFP," shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

5.5 GENERAL CONTENT:

- 5.5.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 5.5.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.6 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 5.6.1 Table of Contents
- 5.6.2 Letter of Transmittal (Exhibit 2)
- 5.6.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 5.6.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.
- 5.6.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 5.6.6 Proposal exceptions
- 5.6.7 Redlined Contract (Exhibit 3 based on exceptions in section 5.6.6)
- 5.6.8 Attachment A (Pricing)
- 5.6.9 Attachment A-1, Pricing Analysis Workbook
- 5.6.10 Attachment B (Agreement Page)
- 5.6.11 Attachment C (References products)
- 5.6.12 Attachment C-1 (References Services)
- 5.6.13 Attachment D RETAIL STORES AND WAREHOUSE LOCATIONS
- 5.6.14 Attachment E SUPPLIER WORKSHEET
- 5.6.15 Attachment E SUPPLIER INFORMATION

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5.6.16 Exhibit 7 U.S. COMMUNITIES ADMINISTRATION AGREEMENT,
signed, unaltered

5.7 **EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed in descending or equal order of importance.

5.7.1 Firms Qualifications (Including responses to the U.S. Communities Attachment E and Exhibit 7)

5.7.2 Product lines and service proposed

5.7.3 Price

NOTE 1: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

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ATTACHMENT A

PRICING

SEE EXCEL FILE 16154-ATTACHMENT A PRICING

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ATTACHMENT A-1

PRICING ANALYSIS WORKBOOK

SEE EXCEL FILE 16154-ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK

SERIAL 16154-RFP**ATTACHMENT B****AGREEMENT**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/procurement> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C PRODUCTS**RESPONDENT'S REFERENCES****RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

SERIAL 16154-RFP**ATTACHMENT C-1 SERVICES****RESPONDENT'S REFERENCES****RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

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4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

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ATTACHMENT D

RETAIL STORES AND WAREHOUSE LOCATIONS

VENDOR NAME:			WAREHOUSE LOCATIONS (CITY)
	QUANTITY OF RETAIL STORES IN THIS STATE	QUANTITY OF WHOLESALE WAREHOUSE(S) IN THIS STATE	
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			

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MICHIGAN				
MINNESOTA				
MISSISSIPPI				
MISSOURI				
MONTANA				
NEBRASKA				
NEVADA				
NEW HAMPSHIRE				
NEW JERSEY				
NEW MEXICO				
NEW YORK				
NORTH CAROLINA				
NORTH DAKOTA				
OHIO				
OKLAHOMA				
OREGON				
PENNSYLVANIA				
RHODE ISLAND				
SOUTH CAROLINA				
SOUTH DAKOTA				
TENNESSEE				
TEXAS				
UTAH				
VERMONT				
VIRGINIA				
WASHINGTON				
WEST VIRGINIA				
WISCONSIN				
WYOMING				

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ATTACHMENT E
U.S. COMMUNITIES INFORMATION AND REQUIREMENTS

SUPPLIER QUALIFICATIONS COMMITMENTS

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

SUPPLIER WORKSHEET

NEW SUPPLIER IMPLEMENTATION CHECKLIST

SUPPLIER INFORMATION

SUPPLIER QUALIFICATIONS COMMITMENTS**1.0 SUPPLIERS****1.1 Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

1.2 Corporate Commitment

- 1.2.1 The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- 1.2.2 Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- 1.2.3 Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- 1.2.4 Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- 1.2.5 Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- 1.2.6 Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- 1.2.7 Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- 1.2.8 Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

1.3 Pricing Commitment.

- 1.3.1 Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- 1.3.2 Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - 1.3.2.1 Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - 1.3.2.2 Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - 1.3.2.3 Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- 1.3.3 Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- 1.3.4 Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
 - 1.3.4.1 Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
 - 1.3.4.2 Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

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- 1.3.4.3 If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- 1.3.4.4 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- 1.3.4.5 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- 1.3.5 Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- 1.3.6 Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
 - 1.3.6.1 Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
 - 1.3.6.2 Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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1.3.6.3 Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

1.3.7 Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

1.3.7.1 A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

1.3.7.2 A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

1.3.7.3 A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

1.3.8 Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

1.3.9 Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

1.3.10 Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 7) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES _____ NO _____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES _____ *NO _____
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES _____ *NO _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES _____ NO _____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES _____ NO _____

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES _____ NO _____

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES _____ NO _____

I. Will your company commit to the following program implementation schedule?
YES _____ NO _____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES _____ NO _____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency Agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
Dedicated fax number		
4. Second Conference Call		Two Weeks
Set Contract Launch Date & Outline Kick Off Plan		
Establish WebEx Training Dates		
Review Contract Commitments		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate IT contact		Two Weeks
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Four Weeks

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Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

Proposer shall provide a written narrative of its understanding and acceptance of the Supplier Qualifications Commitments in Attachment E.

Company

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

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4. Provide annual sales for 2013, 2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Provide a list with contact information of your company's ten largest public agency customers.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$ _____.00 will be transitioned in year one.
 - b. \$ _____.00 will be transitioned in year two.
 - c. \$ _____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Attachment E, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0, Scope of Work. The primary objective is for each Supplier to provide a complete range of products so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State your company's return policies, restocking fees, and procedures for returning products.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services.

Services

1. Provide a description of the Services to be provided in Section 2.0, Scope of Work. The primary objective is for each Supplier to provide a complete range of services so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.
5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any product or service warranties.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

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4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, annual volume, and contract term date.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. If applicable, list products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)

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- n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
- o. WaterSense (water efficient fixtures, toilets, etc.)

4. If applicable, does your company have a chemicals policy? Do you restrict any chemicals of concern in your products beyond what is required by federal and state laws? Does your company label products that are on the California Prop 65 list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm?
5. Does your company label any products in your offering that are free of chemicals of concern, such as mercury, lead, PVC (vinyl), phthalates, flame retardants, neonic pesticides, etc. If yes, describe what you do in this area.
6. Does your company provide links to products' SDS/MSDS sheets and/or Health Product Declaration or Environmental Product Declaration Forms?
7. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
8. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

EXHIBIT 1**VENDOR REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at <https://www.bidsync.com>

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agencysupport@BidSync.com

SERIAL 16154-RFP**EXHIBIT 2****SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 16154-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

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EXHIBIT 3

DRAFT CONTRACT

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT

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EXHIBIT 4
INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ex accident)	\$
	ANY AUTO <input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	Hired AUTOS <input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DED <input type="checkbox"/>	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	Y / N	N / A			E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT 5**MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS****1.0 HOURS OF SERVICE:**

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

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- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
- 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is

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acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.

- 7.1 Company name, address and contact information
- 7.2 County bill-to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 Contract Serial Number or
- 7.5 County purchase order number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms:

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Only if applicable, contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

EXHIBIT 6**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating

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Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

EXHIBIT 7**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

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1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guarantees with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II**TERM OF AGREEMENT**

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

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(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising,

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marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-

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compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases

made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V**FEES & REPORTING**

5.1 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling

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in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI**MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

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6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 2999 Oak Road, Suite 710 Walnut Creek, California 94597 Attn: Program Manager Administration
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Supplier: _____

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements,

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whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

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ATTACHMENT A

MASTER AGREEMENT

(Maricopa County Master Agreement/Contract to be attached at time of award.)

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ATTACHMENT BSALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template														
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount	
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50	
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64	
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05	
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79	
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00	
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00	

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

EXHIBIT 8**STATE NOTICE ADDENDUM**

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:**State of Oregon, State of Hawaii, State of Washington**

State: HI	
Account Type: HI Counties, Cities, Colleges	
Hawaii County	Hilo
Honolulu County	Holualoa
Kauai County	Honaunau
Maui County	Honokaa
Kalawao County	Honolulu
Aiea	Honomu
Anahola	Hoolehua
Barbers Point N A S	Kaaawa
Camp H M Smith	Kahuku
Captain Cook	Kahului
Elele	Kailua
Ewa Beach	Kailua Kona
Fort Shafter	Kalaheo
Haiku	Kalaupapa
Hakalau	Kamuela
Haleiwa	Kaneohe
Hana	Kapaa
Hanalei	Kapaau
Hanamaulu	Kapolei
Hanapepe	Kaumakani
Hauula	Kaunakakai
Hawaii National Park	Kawela Bay
Hawaiian Ocean View	Keaau
Hawi	Kealakekua
Hickam AFB	Kealia
	Keauhou
	Kekaha
	Kihei
	Kilauea
	Koloa

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Kualapuu	Puunene
Kula	Schofield Barracks
Kunia	Tripler Army Medical Center
Kurtistown	Volcano
Lahaina	Wahiawa
Laie	Waialua
Lanai City	Waianae
Laupahoehoe	Waikoloa
Lawai	Wailuku
Lihue	Waimanalo
M C B H Kaneohe Bay	Waimea
Makawao	Waipahu
Makaweli	Wake Island
Maunaloa	Wheeler Army Airfield
Mililani	Brigham Young University - Hawaii
Mountain View	Chaminade University of Honolulu
Naalehu	Hawaii Business College
Ninole	Hawaii Pacific University
Ocean View	Hawaii Technology Institute
Ookala	Heald College - Honolulu
Paauhau	Remington College - Honolulu Campus
Paauilo	University of Phoenix - Hawaii Campus
Pahala	Hawaii Community College
Pahoa	Honolulu Community College
Paia	Kapiolani Community College
Papaaloa	Kauai Community College
Papaikou	Leeward Community College
Pearl City	Maui Community College
Pearl Harbor	University of Hawaii at Hilo
Pepeekeo	University of Hawaii at Manoa
Princeville	Windward Community College
Pukalani	

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Malama Honua Public Charter School	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
ST JOHN THE BAPTIST	BUILDING INDUSTRY ASSOCIATION OF HAWAII
Waimanalo Elementary and Intermediate School	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
Kailua High School	
PACIFIC BUDDHIST ACADEMY	LANAKILA REHABILITATION CENTER INC.
HAWAII TECHNOLOGY ACADEMY	POLYNESIAN CULTURAL CENTER
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
MARYKNOLL SCHOOL	BISHOP MUSEUM
ISLAND SCHOOL	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
STATE OF HAWAII, DEPT. OF EDUCATION	ASSOSIATION OF OWNERS OF KUKUI PLAZA
KE KULA O S. M. KAMAKAU	MAUI ECONOMIC DEVELOPMENT BOARD
KAMEHAMEHA SCHOOLS	NETWORK ENTERPRISES, INC.
HANAHAU`OLI SCHOOL	HONOLULU HABITAT FOR HUMANITY
KIHEI CHARTER SCHOOL	ALOHACARE
EMMANUAL LUTHERAN SCHOOL	ORI ANUENUE HALE, INC.
School Lunch Program	IUPAT, DISTRICT COUNCIL 50
Our Savior Lutheran School	GOODWILL INDUSTRIES OF HAWAII, INC.
BOARD OF WATER SUPPLY	HAROLD K.L. CASTLE FOUNDATION
MAUI COUNTY COUNCIL	MAUI ECONOMIC OPPORTUNITY, INC.
Kauai County Council	EAH, INC.
Honolulu Fire Department	PARTNERS IN DEVELOPMENT FOUNDATION
COUNTY OF MAUI	HABITAT FOR HUMANITY MAUI
Lanai Community Health Center	W. M. KECK OBSERVATORY
Maui High Band Booster Club	HAWAII EMPLOYERS COUNCIL
Kumulani Chapel	HAWAII STATE FCU
Naalehu Assembly of God	MAUI COUNTY FCU
outrigger canoe club	PUNAHOU SCHOOL
One Kalakaua	YMCA OF HONOLULU
Native Hawaiian Hospitality Association	EASTER SEALS HAWAII
St. Theresa School	AMERICAN LUNG ASSOCIATION
Hawaii Peace and Justice	Pohaha I Ka Lani
Kauai Youth Basketball Association	Hawaii Area Committee
NA HALE O MAUI	Tri-Isle RC&D
LEEWARD HABITAT FOR HUMANITY	Lanai Federal Credit Union
WAIANAE COMMUNITY OUTREACH	
NA LEI ALOHA FOUNDATION	

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Aloha United Way	Hawaii Information Consortium
READ TO ME INTERNATIONAL FOUNDATION	Leeward Community Church
MAUI FAMILY YMCA	E Malama In Keiki O Lanai
WAILUKU FEDERAL CREDIT UNION	Keawala'i Congregational Church
ST. THERESA CHURCH	Lanai Community Hospital
HALE MAHAOLU	
West Maui Community Federal Credit Union	Angels at Play Preschool & Kindergarten
Hawaii Island Humane Society	Queen Emma Gardens AAO
Western Pacific Fisheries Council	Honolulu Community College
Kama'aina Care Inc	COLLEGE OF THE MARSHALL ISLANDS
International Archaeological Research Institute, Inc.	DOT Airports Division Hilo International Airport
Community Empowerment Resources	Judiciary - State of Hawaii
Tutu and Me Traveling Preschool	ADMIN. SERVICES OFFICE
First United Methodist Church	SOH- JUDICIARY CONTRACTS AND PURCH
AOAO Royal Capitol Plaza	STATE DEPARTMENT OF DEFENSE
Kumpang Lanai	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
Child and Family Service	HAWAII HEALTH SYSTEMS CORPORATION
MARINE SURF WAIKIKI, INC.	HAWAII AGRICULTURE RESEARCH CENTER
Hawaii Health Connector	STATE OF HAWAII
Hawaii Carpenters Market Recovery Program Fund	Third Judicial Circuit - State of Hawaii
Puu Heleakala Community Association	Office of the Governor
Saint Louis School	CITY AND COUNTY OF HONOLULU
Kailua Racquet Club, Ltd.	Lanai Youth Center
Homewise Inc.	US Navy
Hawaii Baptist Academy	Defense Information System Agency
Kroc Center Hawaii	84th Engineer Battalion
Kupu	Department of Veterans Affairs
University of the Nations	Central School District 13J (Polk County, Oregon)
ARGOSY UNIVERSITY	Milton-Freewater Unified School District No 7
HAWAII PACIFIC UNIVERSITY	Ontario School District 8C
UNIVERSITY OF HAWAII AT MANOA	Warrenton Hammond School
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	Columbia Academy
BRIGHAM YOUNG UNIVERSITY - HAWAII	VALLEY CATHOLIC SCHL
University Clinical Research and Association	CROOK COUNTY SCHOOL DISTRICT
CHAMINADE UNIVERSITY OF HONOLULU	CORBETT SCHL DIST #39
Ricoh	Trinity Lutheran Church and School

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Bethel School District #52	BANKS SCHOOL DISTRICT
Ppmc Education Committee	WILLAMETTE EDUCATION SERVICE
Stayton Christian School	DISTRICT
South Columbia Family School	BAKER COUNTY SCHOOL DIST. 16J -
Sunrise Preschool	MALHEUR ESD
St. Therese Parish/School	HARNEY EDUCATION SERVICE DISTRICT
Portland YouthBuilders	GREATER ALBANY PUBLIC SCHOOL
Wallowa County ESD	DISTRICT
Fern Ridge School District 28J	LAKE OSWEGO SCHOOL DISTRICT 7J
Knova Learning	SOUTHERN OREGON EDUCATION
New Horizon Christian School	SERVICE DISTRICT
MOLALLA RIVER ACADEMY	SILVER FALLS SCHOOL DISTRICT
HIGH DESERT EDUCATION SERVICE	St Helens School District
DISTRICT	DAYTON SCHOOL DISTRICT NO.8
SOUTHWEST CHARTER SCHOOL	Amity School District 4-J
WHITEAKER MONTESSORI SCHOOL	SCAPPOOSE SCHOOL DISTRICT 1J
CASCADES ACADEMY OF CENTRAL	REEDSPORT SCHOOL DISTRICT
OREGON	FOREST GROVE SCHOOL DISTRICT
NEAH-KAH-NIE DISTRICT NO.56	DAVID DOUGLAS SCHOOL DISTRICT
INTER MOUNTAIN ESD	LOWELL SCHOOL DISTRICT NO.71
STANFIELD SCHOOL DISTRICT	TIGARD-TUALATIN SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT	SHERWOOD SCHOOL DISTRICT 88J
CASCADE SCHOOL DISTRICT	RAINIER SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29	NORTH CLACKAMAS SCHOOL DISTRICT
hillsboro school district	MONROE SCHOOL DISTRICT NO.1J
GASTON SCHOOL DISTRICT 511J	CHILDPEACE MONTESSORI
BEAVERTON SCHOOL DISTRICT	HEAD START OF LANE COUNTY
COUNTY OF YAMHILL SCHOOL DISTRICT	HARNEY COUNTY SCHOOL DIST. NO.3
29	NESTUCCA VALLEY SCHOOL DISTRICT
WILLAMINA SCHOOL DISTRICT	NO.101
MCMINNVILLE SCHOOL DISTRICT NO.40	ARCHBISHOP FRANCIS NORBERT
Sheridan School District 48J	BLANCHET SCHOOL
THE CATLIN GABEL SCHOOL	LEBANON COMMUNITY SCHOOLS NO.9
NORTH WASCO CTY SCHOOL DISTRICT	MT.SCOTT LEARNING CENTERS
21 - CHENOWITH	SEVEN PEAKS SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	DE LA SALLE N CATHOLIC HS
CANYONVILLE CHRISTIAN ACADEMY	MULTISENSORY LEARNING ACADEMY
OUR LADY OF THE LAKE SCHOOL	MITCH CHARTER SCHOOL
NYSSA SCHOOL DISTRICT NO. 26	REALMS CHARTER SCHOOL
ARLINGTON SCHOOL DISTRICT NO. 3	BAKER SCHOOL DISTRICT 5-J
LIVINGSTONE ADVENTIST ACADEMY	PHILOMATH SCHOOL DISTRICT
Santiam Canyon SD 129J	CLACKAMAS EDUCATION SERVICE
WEST HILLS COMMUNITY CHURCH	DISTRICT

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CANBY SCHOOL DISTRICT	CULVER SCHOOL DISTRICT NO.
OREGON TRAIL SCHOOL DISTRICT NO.46	JEFFERSON COUNTY SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT	509-J
MOLALLA RIVER SCHOOL DISTRICT NO.35	GRANTS PASS SCHOOL DISTRICT 7
ESTACADA SCHOOL DISTRICT NO.108	LOST RIVER JR/SR HIGH SCHOOL
GLADSTONE SCHOOL DISTRICT	KLAMATH FALLS CITY SCHOOLS
ASTORIA SCHOOL DISTRICT 1C	LANE COUNTY SCHOOL DISTRICT 4J
SEASIDE SCHOOL DISTRICT 10	SPRINGFIELD SCHOOL DISTRICT NO.19
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	CRESWELL SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J	SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH COAST EDUCATION SERVICE DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
COOS BAY SCHOOL DISTRICT NO.9	SIUSLAW SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
NORTH BEND SCHOOL DISTRICT 13	LINN CO. SCHOOL DIST. 95C - SCIO SD
COQUILLE SCHOOL DISTRICT 8	ONTARIO MIDDLE SCHOOL
MYRTLE POINT SCHOOL DISTRICT NO.41	GERVAIS SCHOOL DIST. #1
BANDON SCHOOL DISTRICT	NORTH SANTIAM SCHOOL DISTRICT 29J
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	JEFFERSON SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT	SALEM-KEIZER PUBLIC SCHOOLS
DESCHUTES COUNTY SD NO.6 - SISTERS SD	MT. ANGEL SCHOOL DISTRICT NO.91
DOUGLAS EDUCATION SERVICE DISTRICT	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
ROSEBURG PUBLIC SCHOOLS	MORROW COUNTY SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12	MULTNOMAH EDUCATION SERVICE DISTRICT
SOUTH UMPQUA SCHOOL DISTRICT #19	GRESHAM-BARLOW SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	DALLAS SCHOOL DISTRICT NO. 2
ELKTON SCHOOL DISTRICT NO.34	CENTRAL SCHOOL DISTRICT 13J
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Mary Catholic School
HOOD RIVER COUNTY SCHOOL DISTRICT	CROSSROADS CHRISTIAN SCHOOL
PHOENIX-TALENT SCHOOL DISTRICT NO.4	ST. ANTHONY SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6	Pedee School
JACKSON CO SCHOOL DIST NO.9	HERITAGE CHRISTIAN SCHOOL
ROGUE RIVER SCHOOL DISTRICT NO.35	BEND-LA PINE SCHOOL DISTRICT
MEDFORD SCHOOL DISTRICT 549C	GLENDALE SCHOOL DISTRICT
	LINCOLN COUNTY SCHOOL DISTRICT
	PORTLAND PUBLIC SCHOOLS
	REYNOLDS SCHOOL DISTRICT
	CENTENNIAL SCHOOL DISTRICT
	NOBEL LEARNING COMMUNITIES
	St. Stephen's Academy
	McMinnville Adventist Christian School
	Salem-Keizer 24J

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McKay High School
Pine Eagle Charter School
Waldo Middle School
OAKLAND SCHOOL DISTRICT 001
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Madeleine School
Union School District
Helix School District
Riddle School District
Molalla River School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
LUCKIAMUTE VALLEY CHARTER
SCHOOLS
Deer Creek Elementary School
Yamhill Carlton School District
HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
HOSANNA CHRISTIAN SCHL
ABIQUA SCHL
Salem keizar school district
Athena Weston School District 29RJ
Butte Falls School District
Bend International School
Imbler School District #11
monument school
PENDLETON SCHOOL DISTRICT #16R
Ohara Catholic School
Reynolds High School
St. Paul School District
Sabin-Schellenberg Technical Center
St Paul Parish School
Joseph School District
EagleRidge High School
Grant Community School
Hope chinese charter
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Springfield Public Schools
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
Lake Oswego Montessori School
North Powder Charter School
Siletz Valley School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School
GILLIAM COUNTY OREGON
UMATILLA COUNTY, OREGON
DOUGLAS ELECTRIC COOPERATIVE, INC.
MULTNOMAH LAW LIBRARY
clackamas county

SERIAL 16154-RFP

CLATSOP COUNTY	Multnomah County Dept of County
COLUMBIA COUNTY, OREGON	Assets
coos county	Wheeler County
CROOK COUNTY ROAD DEPARTMENT	Resource Connections of Oregon
CURRY COUNTY OREGON	Lane County Sheriff's Office
DESCHUTES COUNTY	Clatsop County Sheriff's Office
GILLIAM COUNTY	Harney County Community Corrections
GRANT COUNTY, OREGON	Clackamas County Juvenile Dept
HARNEY COUNTY SHERIFFS OFFICE	Columbia Basin Care Facility
HOOD RIVER COUNTY	City of Seaside Police Department
jackson county	Tamarack Aquatic Center
josephine county	Seven Feathers Casino
klamath county	Oliver P Lent PTA
LANE COUNTY	Willamette Valley Rehab Center
LINN COUNTY	St Paul Baptist Church
MARION COUNTY , SALEM, OREGON	Long Tom Watershed Council
MULTNOMAH COUNTY	San Martin Deporres Catholic Church
SHERMAN COUNTY	Portland Parks Foundation
WASCO COUNTY	Sweet Home United Methodist Church
YAMHILL COUNTY	Cedar Hills Baptist Church
WALLOWA COUNTY	Good Samaritan Ministries
ASSOCIATION OF OREGON COUNTIES	Unitarian Universalist Church in Eugene
NAMI LANE COUNTY	Emmanuel Bible Church
BENTON COUNTY	La Pine Chamber of Commerce
DOUGLAS COUNTY	Klamath Siskiyou Wildlands Center
JEFFERSON COUNTY	Farmworkers Housing Development
LAKE COUNTY	Corporation
LINCOLN COUNTY	World Forestry Center
POLK COUNTY	Oregon Farm Bureau
UNION COUNTY	Mt Emily Safe Center
WASHINGTON COUNTY	Salem First Presbyterian Church
MORROW COUNTY	Rolling Hills Baptist Church
Mckenzie Personnel Services	Baker Elks
Washington County Facilities & Park Services	Gates Community Church of Christ
Multnomah County Department of Community Justice	PIP Corps LLC
NORCOR Juvenile Detention	Turtle Ridge Wildlife Center
Tillamook County Estuary	Grande Ronde Model Watershed Foundation
Job Council	Western Environmental Law Center
BAKER CNTY GOVT	Oregon District 7 Little League
TILLAMOOK CNTY	Mercy Flights, Inc.
	Metropolitan Contractor Improvement Partnership

SERIAL 16154-RFP

The Christian Church of Hillsboro	ALZHEIMERS NETWORK OF OREGON
Oregonb	NATIONAL WILD TURKEY FEDERATION
Congregation Neveh Shalom	TILLAMOOK ESTUARIES PARTNERSHIP
My Fathers House	LIFEWORKS NW
Step Forward Activities Inc	Independent Development Enterprise Alliance
HHoly Trinity Greek Orthodox Cathedral	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MECOP Inc.	HALFWAY HOUSE SERVICES, INC.
Workforce Northwest Inc	REDMOND PROFICIENCY ACADEMY
Lane Arts Council	OHSU FOUNDATION
Intergral Youth Services	SHELTERCARE
Children Center At Trinity	PRINGLE CREEK SUSTAINABLE LIVING CENTER
Beaverton Christians Church	PACIFIC INSTITUTES FOR RESEARCH
Oregon Humanities	Mental Health for Children, Inc.
St. Pius X School	The Dreaming Zebra Foundation
Community Connection of Northeast	LAUREL HILL CENTER
Oregon, Inc.	THE OREGON COMMUNITY FOUNDATION
St Mark Presbyterian Church	OCHIN
Living Opportunities, Inc.	WE CARE OREGON
Coos Art Museum	SE WORKS
OETC	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
Blanchet House of Hospitality	OMNIMEDIX INSTITUTE
Garten Services Inc	PORTLAND BUSINESS ALLIANCE
Merchants Exchange of Portland,	GATEWAY TO COLLEGE NATIONAL NETWORK
Oregon	FOUNDATIONS FOR A BETTER OREGON
Coalition for a Livable Future	GOAL ONE COALITION
West Salem United Methodist	ATHENA LIBRARY FRIENDS ASSOCIATION
Central Oregon Visitors Association	Coastal Family Health Center
Soroptimist International of Gold Beach,	CENTER FOR COMMUNITY CHANGE
OR	STAND FOR CHILDREN
Real Life Christian Church	ST. VINCENT DEPAUL OF LANE COUNTY
Dayton Christian Church	EAST SIDE FOURSQUARE CHURCH
Delphian School	CORVALLIS MOUNTAIN RESCUE UNIT
AVON	InventSuccess
EPUD-Emerald People's Utility District	SHERIDAN JAPANESE SCHOOL FOUNDATION
Human Solutions, Inc.	
The Wallace Medical Concern	
Boys & Girls Club of Salem, Marion &	
Polk Counties	
The Ross Ragland Theater and Cultural	
Center	
Cascade Health Solutions	
Umpqua Community Health Center	

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The Blosser Center for Dyslexia
Resources
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN
COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE
DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS
AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY
SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-
GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY
YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND
INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy

GEN CONF OF SDA CHURCH WESTERN
OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND
SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT
APPRENTICESHIP & TRAINING
COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
ROGUE FEDERAL CREDIT UNION
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENNONITE
BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE
NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY
COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH

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WOODBURN AREA CHAMBER OF COMMERCE	ADDICTIONS RECOVERY CENTER, INC
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	METRO HOME SAFETY REPAIR PROGRAM
CITY BIBLE CHURCH	OREGON SUPPORTED LIVING PROGRAM
OREGON LIONS SIGHT & HEARING FOUNDATION	SOUTH COAST HOSPICE, INC.
PORTLAND WOMENS CRISIS LINE	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
THE SALVATION ARMY - CASCADE DIVISION	The International School
WILLAMETTE FAMILY WHITE BIRD CLINIC	REBUILDING TOGETHER - PORTLAND INC.
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	PENDLETON ACADEMIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	PACIFIC FISHERY MANAGEMENT COUNCIL
HOUSING NORTHWEST	DOGS FOR THE DEAF, INC.
OREGON ENVIRONMENTAL COUNCIL	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
MEALS ON WHEELS PEOPLE, INC.	EMMAUS CHRISTIAN SCHOOL
FAITH CENTER	DELIGHT VALLEY CHURCH OF CHRIST
Bob Belloni Ranch, Inc.	SAINT CATHERINE OF SIENA CHURCH
GOOD SHEPHERD COMMUNITIES	PORT CITY DEVELOPMENT CENTER
SACRED HEART CATHOLIC DAUGHTERS	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
HELP NOW! ADVOCACY CENTER	CENTRAL CITY CONCERN
TENAS ILLAHEE CHILDCARE CENTER	CANBY FOURSQUARE CHURCH
SUNRISE ENTERPRISES	EMERALD PUD
LOOKING GLASS YOUTH AND FAMILY SERVICES	VERMONT HILLS FAMILY LIFE CENTER
SERENITY LANE	BENTON HOSPICE SERVICE
EAST HILL CHURCH	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
LA GRANDE UNITED METHODIST CHURCH	COMMUNITY CANCER CENTER
COAST REHABILITATION SERVICES	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
Edwards Center Inc	CASCADIA BEHAVIORAL HEALTHCARE
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	WILD SALMON CENTER
NEW HOPE COMMUNITY CHURCH	BROAD BASE PROGRAMS INC.
KLAMATH HOUSING AUTHORITY	SUNNYSIDE FOURSQUARE CHURCH
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	TRAINING EMPLOYMENT CONSORTIUM
SPONSORS, INC.	RELEVANT LIFE CHURCH
COLUMBIA COMMUNITY MENTAL HEALTH	211INFO
	SONRISE CHURCH
	LIVING WAY FELLOWSHIP
	Women's Safety & Resource Center
	SEXUAL ASSAULT RESOURCE CENTER

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IRCO	THE EARLY EDUCATION PROGRAM, INC.
NORTHWEST YOUTH CORPS	MACDONALD CENTER
TILLAMOOK CNTY WOMENS CRISIS CENTER	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SECURITY FIRST CHILD DEVELOPMENT CENTER	SELF ENHANCEMENT INC.
CLASSROOM LAW PROJECT	FRIENDS OF THE CHILDREN
YOUTH GUIDANCE ASSOC.	SOUTH LANE FAMILY NURSERY DBA
PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND	FAMILY RELIEF NURSE
ELMIRA CHURCH OF CHRIST	COMMUNITY VETERINARY CENTER
JASPER MOUNTAIN	PORTLAND SCHOOLS FOUNDATION
ACUMENTRA HEALTH	SUSTAINABLE NORTHWEST
WORKSYSTEMS INC	OREGON DEATH WITH DIGNITY
COVENANT CHRISTIAN HOOD RIVER	BIRCH COMMUNITY SERVICES, INC.
OREGON DONOR PROGRAM	BAY AREA FIRST STEP, INC.
NAMI OREGON	OSLC COMMUNITY PROGRAMS
OLIVET BAPTIST CHURCH	EN AVANT, INC.
SILVERTON AREA COMMUNITY AID	ASHLAND COMMUNITY HOSPITAL
CONFEDERATED TRIBES OF GRAND RONDE	NORTHWEST ENERGY EFFICIENCY ALLIANCE
NEIGHBORIMPACT	BONNEVILLE ENVIRONMENTAL FOUNDATION
CATHOLIC COMMUNITY SERVICES	SUMMIT VIEW COVENANT CHURCH
NEW AVENUES FOR YOUTH INC	SALMON-SAFE INC.
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	BETHEL CHURCH OF GOD
DECISION SCIENCE RESEARCH INSTITUTE, INC.	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
WESTERN STATES CENTER	SAINT ANDREW NATIVITY SCHOOL
HIV ALLIANCE, INC	BARLOW YOUTH FOOTBALL
PARTNERSHIPS IN COMMUNITY LIVING, INC.	SPOTLIGHT THEATRE OF PLEASANT HILL
FANCONI ANEMIA RESEARCH FUND INC.	FAMILIES FIRST OF GRANT COUNTY, INC.
BLIND ENTERPRISES OF OREGON	TOUCHSTONE PARENT ORGANIZATION
OREGON BALLET THEATRE	CANCER CARE RESOURCES
SMART	CASCADIA REGION GREEN BUILDING COUNCIL
All God's Children International	SHERMAN DEVELOPMENT LEAGUE, INC.
FARMWORKER HOUSING DEV CORP	SCIENCEWORKS
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	WORD OF LIFE COMMUNITY CHURCH
REGIONAL ARTS AND CULTURE COUNCIL	SOCIAL VENTURE PARTNERS PORTLAND
	OREGON PROGRESS FORUM
	CENTER FOR RESEARCH TO PRACTICE
	WESTERN RIVERS CONSERVANCY

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UNITED WAY OF THE COLUMBIA	Lincoln City Chamber of Commerce
WILLAMETTE	DrupalCon Inc., DBA Drupal Association
EUGENE BALLET COMPANY	Albany Partnership for Housing and Community Development
EAST WEST MINISTRIES INTERNATIONAL	SEED OF FAITH MINISTRIES
SISKIYOU INITIATIVE	Hermiston Christian Center & School
EDUCATIONAL POLICY IMPROVEMENT CENTER	SALEM FREE CLINICS
North Pacific District of Foursquare Churches	Dress for Success Oregon
CATHOLIC CHARITIES	Beaverton Rock Creek Foursquare Church
FIRST CHURCH OF THE NAZARENE	St Paul Catholic Church
WESTSIDE BAPTIST CHURCH	St Mary's Catholic School and Parish
Housing Development Center	Polk Soil and Water Conservation District
Hoodview Christian Church	Street Ministry
Little Promises Children's Program	La Grande Church of the Nazarene
UNION GOSPEL MISSION	Spruce Villa, Inc.
GRACE BAPTIST CHURCH	OREGON SCHOOL BOARDS ASSOCIATION
COMMUNITY ACTION ORGANIZATION	House of Prayer for All Nations
OUTSIDE IN	Sacred Heart Catholic Church
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	African American Health Coaliton, Inc.
ELAW	Happy Canyon Company
COMMUNITY HEALTH CENTER, INC	Village Home Education Resource Center
Greater Portland INC	Monet's Children's Circle
Eugene Builders Exchange	Cascade Housing Association
Boys & Girls Club of Corvallis	Dayspring Fellowship
Southeast Uplift Neighborhood Coalition	Northwest Habitat Institute
First United Presbyterian Church	Winding Waters Medical Clinic
PDX Wildlife	First Baptist Church
Friends of the Opera House	The Nature Conservancy, Willamette Valley Field Office
Jackson-Josephine 4-C Council	Serenity Lane Health Services
North Coast Family Fellowship	Portland Community Reinvestment Initiatives, Inc.
P E C I	GeerCrest Farm & Historical Society
Childsworld Learning Center	College United Methodist Church
Portland Schools Alliance	The Collins Foundation
New Artists Performing Arts Productions, Inc.	Prince of Peace Lutheran Church & School
Relief Nursery	NEDCO
St. Mary's Episcopal Church	Salem Evangelical Church
Viking Sal Senior Center	
Boys and Girls Club of the rogue valley	

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Wild Lilac Child Development
Community
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Jesus Prayer Book
Coalition Of Community Health
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE
COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholich Church
Access Inc
Community Learning Center
Old Mill Center for Children and
Families
Sunny Oaks Inc
Hospice Center Bend La Pine
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
CARE OREGON
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Solid Rock
West Chehalem Friends Church
Guide Dogs For The Blind
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian &
Missionary Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN

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FAIR SHARE RESEARCH AND EDUCATION FUND
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
The Canby Center
Instituto de Cultura y Arte In Xochitl In Cuicatl
OSLC COMMUNITY PROGRAMS OCP
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW Washington Chapter
Children's Relief Nursery
Home Builders
New Life Baptist Church
Florence United Methodist Church
World of Speed
SW Community Health Center
Energy Trust of Oregon
St. Vincent de Paul Church
Fr. Bernard Youth Center
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
OUR LADY OF PERPETUAL HELP
CATHOLIC CHURCH ALBANY OREGON
SELCO Community Credit Union
North Coast Christian Church
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Rolling Hills Community Church
Eugene Swim and Tennis Club
Summa Institute
Amani Center
Billy Webb Elks Lodge #1050
Silverton Senior Center
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
OREGON PEDIATRIC SOCIETY
NONPROFIT ASSOCIATION OF OREGON
LUKE DORF INC
FAMILY CARE INC
MEDICAL TEAMS INTL
Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
Clatsop Behavioral Healthcare
columbia gorge discovery center and museum
NAMI of Washington County
The Dalles Art Association
Temple Beth Israel
Willamette Leadership
Academy/Pioneer Youth Corps Of Oregon
Rose Haven
Dallas Church
OREGON STATE UNIVERSITY
BOOKSTORE INC
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY
FAIRFIELD BAPTIST CHURCH
Sexual Assault Support Services
Neskowin Valley School
RON WILSON CENTER FOR EFFECTIVE LIVING INC
St. Joseph Shelter
The Inn Home for Boys, Inc.9138
MCKENZIEWATERSHED COUNCIL
MENNONITE HOME OF ALBANY INC
Oregon Technical Assistance Corporation
Oregon And Southern Idaho Laborers Employers Training School
New Life Fellowship Church of God
Gladstone Senior Center
Education Travel & Culture, Inc.

Rural Development Initiatives	Southwestern Oregon Public Defender Services, Inc.
Jason Lee Manor/UMRC	Albertina Kerr Centers
Jesus Pursuit Church	Dufur Christian Church
YMCA of Marion and Polk Counties	St. Matthew Catholic School
PacificSource Health	Serendipity Center Inc
Faith Christian Fellowship	CASA of Marion County
Brookings Elks Lodge	Westside Church of Christ Inc
Tualatin Lacrosse Club	Northwest Family Services
Tillamook Seventh Day Adventist Church	Network Charter School
Oregon Jewish Community Foundation	Ride Connecton
East River Fellowship	Parenting Now!
Holy Family Academy	Christian Church of Woodburn
FIRST BAPTIST CHURCH OF EUGENE	Verde
Peace Lutheran Church	Native American Youth and Family Center Early College Academy
Living Word Christian Center	USO Northwest
Housing Authority of Douglas County	Norkenzie Christian Church
Vietnamese Christian Community Church	Little Flower Development Center
Friends for Animals	TLO Farms
Family Building Blocks	Evergreen Wings and Waves
Goodwill Industries of Lane and South Coast	Ascension Episcopal Parish
Friends of Driftwood Library	Center for Family Development
Consumers Power Inc.	West Salem Foursquare Church
A. C. Gilbert's Discovery Village	Good Samaritan Ministry
First Lutheran Church of Astoria	Grace Lutheran Church of Molalla
Fund For Christian Charity	HOPE LUTHERAN CHURCH
Deer Meadow Assisted Living	Mount Pisgah Arboretum
Oregon Laborers-Employer Administrative Fund, LLC	Lower Columbia Estuary Partnership
Umpqua Basin Water Association	Mt Hood Hospice
Alpha Lambda House Corporation	Opportunity Foundation of central Oregon
Eugene Creative Care	Constructing Hope
The Church of Christ of Latter Day Saints	Sprinkfield Elks #2145
Cascade Height Public Charter School	Abuse Recovery Ministry & Services
PTA	Oasis Shelter Home
G.O.B.H.I	Nehalem Bay House
Association of Oregon Corrections	p:ear
EMployees, Inc.	Health Share of Oregon
A Jesus Church Family	St. Peter Catholic Church
300 Main Inc	Mid Willamette Valley Community Action
	A Hope For Autism Foundation

SERIAL 16154-RFP

NW Sport Fishing
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Legal Aid Services of Oregon LITC
Willamette Valley Babe Ruth
Center For Continuous Improvement
Northwest Center for Alternatives to Pesticides
The Followers of Christ Church of Oregon City
SEIU Local 49
Emerald Media Group
West Hills Christian School
Trillium Sprigs
Western Arts Alliance
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Bethlehem Christian Pre-School
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Brooklyn Primary PTO
Mountain View Academy
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Ministerio International Casa
New Paradise Worship Center
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School

Bethesda Lutheran Church
Legacy Mt. Hood Medical Center
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
Oregon & Southern Idaho District
Council of Laborers'
Portland Police Sunshine Division
Curry Health Network
United Way of Lane County
Unithed Way
Community Energy Project
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Santiam Assembly of God
CASCADES WEST FINANCIAL SERVICES IN
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
HOPE POINT CHURCH
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON
St Andrews Presbyterian
Oregon Rural Electric Cooperative Association

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THE MILL CASINO	Cannon Beach Fire
Oregon State University	Life Flight Network LLC
Treasure Valley Community College	COVENANT RETIREMENT COMMUNITIES
Unviersity of Oregon	PENTAGON FEDERAL CREDIT UNION
OREGON UNIVERSITY SYSTEM	SAIF CORPORATION
University of Western States	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
GEORGE FOX UNIVERSITY	LANE ELECTRIC COOPERATIVE
LEWIS AND CLARK COLLEGE	USAGENCIES CREDIT UNION
PACIFIC UNIVERSITY	PACIFIC CASCADE FEDERAL CREDIT UNION
REED COLLEGE	LOCAL GOVERNMENT PERSONNEL INSTITUTE
WILLAMETTE UNIVERSITY	GRANTS PASS MANAGEMENT SERVICES, DBA
LINFIELD COLLEGE	SPIRIT WIRELESS
MULTNOMAH BIBLE COLLEGE	Kartini Clinic
NORTHWEST CHRISTIAN COLLEGE	Astra
NATIONAL COLLEGE OF NATURAL MEDICINE	Beit Hallel
BLUE MOUNTAIN COMMUNITY COLLEGE	Cvalco
PORTRLAND STATE UNIV.	Elderhealth and Living
CLACKAMAS COMMUNITY COLLEGE	OREGON CORRECTIONS ENTERPRISES
MARYLHURST UNIVERSITY	OREGON STATE HOSPITAL
OREGON HEALTH AND SCIENCE UNIVERSITY	OFFICE OF PUBLIC DEFENSE SERVICES
BIRTHINGWAY COLLEGE OF MIDWIFERY	Clatskanie People's Utility District
pacific u	PIONEER COMMUNITY DEVELOPMENT
UNIVERSITY OF OREGON	MARION COUNTY HEALTH DEPT
CONCORDIA UNIV	Ricoh USA
Marylhurst University	Heartfelt Obstetrics & Gynecology
Corban College	Coquille Economic Development Corporation
Oregon Center For Advanced T	CITY/COUNTY INSURANCE SERVICE
UNIVERSITY OF PORTLAND	COMMUNITY CYCLING CENTER
Portland Actors Conservatory	Shangri La
University Of Oregon Athletics Department	Portland Impact
Ecola Bible School	Eagle Fern Camp
Beta Omega Alumnae	KLAMATH FAMILY HEAD START
Oregon Institute of Technology	RIVER CITY DANCERS
EASTERN OREGON UNIVERSITY	Oregon Permit Technical Association
Clackamas River Water Providers	KEIZER EAGLES AERIE 3895
eickhoff dev co inc	Pgma/Cathie Bourne
Cornerstone Association Inc	Sunrise Water
The Klamath Tribe	Burns Paiute Tribe
advocate care	

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Oregon Public Broadcasting	SPRINGFIELD UTILITY BOARD
La Grande Family Practice	Tillamook Urban Renewal Agency
Sphere MD	Netarts Water District
BIENESTAR, INC.	OAK LODGE SANITARY DISTRICT
sunrise water authority	Boardman Rural Fire Protection District
	Silverton Fire District
EAstern Oregon Trade and Event Center	Lewis and Clark Rural Fire Protection
Waste-Pro	District
NPKA	Rainbow Water District
Confederated Tribes of Warm Springs	Illinois Valley Fire District
Oregon State Credit Union	Clatskanie RFPD
PIONEER TELEPHONE COOPERATIVE	PORT OF TILLAMOOK BAY
Halsey-Shedd Fire District	TRI-COUNTY HEALTH CARE SAFETY NET
Nez Perce Tribe	ENTERPRISE
Obsidian Urgent Care, P.C.	METROPOLITAN EXPOSITION-RECREATION COMMISSION
First Presbyterian Church of La Grande	REGIONAL AUTOMATED INFORMATION
CONFLUENCE ENVIRONMENTAL CENTE	NETWORK
A&I Benefit Plan Administrators, Inc.	OAK LODGE WATER DISTRICT
K Churchill Estates	THE PORT OF PORTLAND
CSC HEAD START	WILLAMALANE PARK AND RECREATION
NORTHWEST VINTAGE CAR AND	DISTRICT
MOTORCYCLE	TUALATIN VALLEY WATER DISTRICT
crescent grove cemetery	UNION SOIL & WATER CONSERVATION
Roseburg Police Department	DISTRICT
Molalla Rural Fire Protection District	LANE EDUCATION SERVICE DISTRICT
MONMOUTH - INDEPENDENCE	TUALATIN HILLS PARK AND RECREATION
NETWORK	DISTRICT
EUGENE WATER & ELECTRIC BOARD	PORT OF SIUSLAW
MALIN COMMUNITY PARK AND	CHEHALEM PARK AND RECREATION
RECREATION DISTRICT	DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT	PORT OF ST HELENS
GLADSTONE POLICE DEPARTMENT	LANE TRANSIT DISTRICT
GOLD BEACH POLICE DEPARTMENT	CENTRAL OREGON
THE NEWPORT PARK AND RECREATION	INTERGOVERNMENTAL COUNCIL
CENTER	HOODLAND FIRE DISTRICT NO.74
RIVERGROVE WATER DISTRICT	MID COLUMBIA COUNCIL OF
TUALATIN VALLEY FIRE & RESCUE	GOVERNMENTS
GASTON RURAL FIRE DEPARTMENT	WEST MULTNOMAH SOIL AND WATER
CITY COUNTY INSURANCE SERVICES	CONSERVATION DISTRICT
SOUTH SUBURBAN SANITARY DISTRICT	SALEM AREA MASS TRANSIT DISTRICT
SOUTH FORK WATER BOARD	Banks Fire District #13
SUNSET EMPIRE PARK AND RECREATION	KLAMATH COUNTY 9-1-1

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GLENDALE RURAL FIRE DISTRICT	CITY OF BOARDMAN
COLUMBIA 911 COMMUNICATIONS	CITY OF CANBY
DISTRICT	CITY OF CANYONVILLE
CLACKAMAS RIVER WATER	CITY OF CENTRAL POINT POLICE
NW POWER POOL	DEPARTMENT
Lowell Rural Fire Protection District	CITY OF CLATSCHANIE
TriMet Transit	CITY OF CONDON
Estacada Rural Fire District	CITY OF COOS BAY
Keizer Fire District	CITY OF CORVALLIS
State Accident Insurance Fund	CITY OF CRESWELL
Corporation	CITY OF ECHO
Bend Metro Park & Recreation District	CITY OF ESTACADA
Port of Hood River	CITY OF EUGENE
La Pine Park & Recreation District	CITY OF FAIRVIEW
Brookings- HArbor School District 17c	CITY OF GEARHART
Siuslaw Public Library District	CITY OF GOLD HILL
Columbia River Fire & Rescue	CITY OF GRANTS PASS
Fern Ridge Library District	CITY OF GRESHAM
Bend Park and Recreation District	CITY OF HILLSBORO
Port of Garibaldi	CITY OF HOOD RIVER
Seal Rock Water District	CITY OF JOHN DAY
Rockwood Water P.U.D.	CITY OF KLAMATH FALLS
Tillamook Fire District	CITY OF LA GRANDE
Tillamook County Transportation Dist	CITY OF MALIN
Central Lincoln People's Utility District	CITY OF McMINTONVILLE
Jefferson Park and Recreation	CITY OF HALSEY
City of Monmouth / Public Works	CITY OF MEDFORD
McMinnville Police Department	CITY OF MILL CITY
City of Sublimity	CITY OF MILWAUKIE
City of Central Point Parks and	CITY OF MORO
Recreation	CITY OF MOSIER
Gearhart Fire Department	CITY OF NEWBERG
Woodburn City Of	CITY OF OREGON CITY
Brookings Fire / Rescue	CITY OF PILOT ROCK
City of Veneta	CITY OF POWERS
CITY OF DAMASCUS	RAINIER POLICE DEPARTMENT
Hermiston Fire & Emergency Svcs	CITY OF REEDSPORT
CEDAR MILL COMMUNITY LIBRARY	CITY OF RIDDLE
CITY OF LAKE OSWEGO	CITY OF SCAPPOOSE
LEAGUE OF OREGON CITIES	CITY OF SEASIDE
CITY OF SANDY	CITY OF SILVERTON
CITY OF ASTORIA OREGON	CITY OF STAYTON
CITY OF BEAVERTON	City of Troutdale

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CITY OF TUALATIN, OREGON	CITY OF PHOENIX
CITY OF WARRENTON	CITY OF PRAIRIE CITY
CITY OF WEST LINN/PARKS	CITY OF REDMOND
CITY OF WOODBURN	CITY OF SHERWOOD
CITY OF TIGARD, OREGON	City of junction city
CITY OF AUMSVILLE	City of Florence
CITY OF PORT ORFORD	Columbia Gorge Community
CITY OF EAGLE POINT	City of Dayton
CITY OF WOOD VILLAGE	City of Carlton
St. Helens, City of	City of Pendleton Convention Center
CITY OF WINSTON	City of Monmouth
CITY OF COBURG	City of Philomath
CITY OF NORTH PLAINS	City of Sheridan
CITY OF GERVAIS	Seaside Public Library
CITY OF YACHATS	City of Yoncalla
FLORENCE AREA CHAMBER OF COMMERCE	La Grande Police Department
PORLAND DEVELOPMENT COMMISSION	Cove City Hall
CITY OF CANNON BEACH OR	NW PORTLAND INDIAN HEALTH BOARD
CITY OF ST. PAUL	Portland Patrol Services
CITY OF ADAIR VILLAGE	City Of Bend
CITY OF WILSONVILLE	City Of Coquille
CITY OF HAPPY VALLEY	City Of Molalla
CITY OF SHADY COVE	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
CITY OF LAKESIDE	City of St. Helens
CITY OF MILLERSBURG	City of North Powder
CITY OF GATES	City of Eugene
KEIZER POLICE DEPARTMENT	City of Cornelius, OR
CITY OF DUNDEE	Toledo Police Department
CITY OF AURORA	City of Independence
THE CITY OF NEWPORT	City of Cascade Locks
CITY OF ALBANY	City of Columbia City
CITY OF ASHLAND	City of Baker City
CITY OF LEBANON	McMinnville Water & Light
CITY OF PORTLAND	City of Pendleton Parks & Recreation
CITY OF SALEM	CITY OF SWEETHOME
CITY OF SPRINGFIELD	CITY OF THE DALLES
METRO	CLACKAMAS FIRE DIST#1
CITY OF BURNS	DESCHUTES PUBLIC LIBRARY
CITY OF COTTAGE GROVE	STAYTON FIRE DISTRICT
CITY OF DALLAS	City of Ontario
CITY OF FALLS CITY	City of Corvallis Parks and Recreation
	North Lincoln Fire & Rescue #1

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Gresham Police Department	SANDY FIRE DISTRICT NO. 72
City of Harrisburg	BAY AREA HOSPITAL DISTRICT
Gladstone Public Library	NEAH KAH NIE WATER DISTRICT
City of Portland Parks Bureau	PORT OF UMPQUA
Seaside Fire & Rescue	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
City Of North Bend	Benton Soil & Water Conservation District
City of Union	DESCHUTES PUBLIC LIBRARY SYSTEM
City of Nehalem	CLEAN WATER SERVICES
City of Richland	North Douglas County Fire & EMS
CITY OF LINCOLN CITY	Crooked River Ranch Rural Fire Protection District
City of Donald	PARROTT CREEK CHILD & FAM
City of Milton-Freewater	South Lane County Fire And Rescue
CITY OF SCIO	Lake Chinook Fire & Rescue
City of Forest Grove	Clackamas County Water Environment Services
City Govrnment	Amity Fire District
City of Mt. Angel	CENTRAL OREGON COMMUNITY COLLEGE
Albany Police Department	UMPQUA COMMUNITY COLLEGE
Umatilla Electric Cooperative	LANE COMMUNITY COLLEGE
WATER ENVIRONMENT SERVICES	MT. HOOD COMMUNITY COLLEGE
Polk County Fire District No.1	LINN-BENTON COMMUNITY COLLEGE
Netarts-Oceanside RFPD	SOUTHWESTERN OREGON COMMUNITY COLLEGE
UIUC	PORTLAND COMMUNITY COLLEGE
Rogue River Fire District	CHEMEKETA COMMUNITY COLLEGE
Aurora Rural Flre District	ROGUE COMMUNITY COLLEGE
Tillamook County Emergency Communications District	COLUMBIA GORGE COMMUNITY COLLEGE
Southern Coos Hospital	TILLAMOOK BAY COMMUNITY COLLEGE
Oregon Cascades West Council of Governments	KLAMATH COMMUNITY COLLEGE DISTRICT
MULTONAH COUNTY DRAINAGE DISTRICT #1	Oregon Coast Community College
PORT OF BANDON	Clatsop Community College
OR INT'L PORT OF COOS BAY	North Portland Bible College
MID-COLUMBIA CENTER FOR LIVING	OREGON COMMUNITY COLLEGE
DESCHUTES COUNTY RFPD NO.2	ASSOCIATION
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	Teacher Standards and Pracitices Commission
PACIFIC STATES MARINE FISHERIES COMMISSION	Salem Keizer School District Purchasing
CENTRAL OREGON IRRIGATION DISTRICT	
MARION COUNTY FIRE DISTRCT #1	
COLUMBIA RIVER PUD	

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Kdrv Channel 12	Aging and People with Disabilities
Opta Oregon Permit Technician	Oregon State Treasury
Oregon Forest Resources Institute	Oregon State Fair Council
Office of the Ong Term Care	Procurement Services/DAS
Ombudsman	STATE OF OREGON
Oregon State Lottery	OREGON JUDICIAL DEPARTMENT
OREGON TOURISM COMMISSION	Oregon State Board of Architect
OREGON STATE POLICE	Examiners
OFFICE OF THE STATE TREASURER	City of Astoria Fire Department
OREGON DEPT. OF EDUCATION	Columbia Gorge ESD
SEIU LOCAL 503, OPEU	Nehalem Bay Wastewater
OREGON DEPARTMENT OF FORESTRY	Association of Oregon Community
OREGON STATE DEPT OF CORRECTIONS	Mental Health Programs
OREGON CHILD DEVELOPMENT	VA
COALITION	US FISH AND WILDLIFE SERVICE
OFFICE OF MEDICAL ASSISTANCE	Bonneville Power Administration
PROGRAMS	Oregon Army National Guard
OREGON OFFICE OF ENERGY	USDA Forest Service
OREGON STATE BOARD OF NURSING	Yellowhawk Tribal Health Center
BOARD OF MEDICAL EXAMINERS	ANGELL JOB CORPS
OREGON LOTTERY	Coquille Indian Housing Authority
OREGON BOARD OF ARCHITECTS	COLLEGE HOUSING NORTHWEST
SANTIAM CANYON COMMUNICATION	HOUSING AUTHORITY OF CLACKAMAS
CENTER	COUNTY
OREGON DEPT OF TRANSPORTATION	HOUSING AUTHORITY OF PORTLAND
OREGON TRAVEL INFORMATION	WEST VALLEY HOUSING AUTHORITY
COUNCIL	HOUSING AUTHORITY AND
OREGON DEPARTMENT OF EDUCATION	COMMUNITY SERVICES AGENCY
OREGON DEPT. OF CORRECTIONS	NORTH BEND CITY- COOS/URRY
DEPARTMENT OF ADMINISTRATIVE	HOUSING AUTHORITY
SERVICES	MARION COUNTY HOUSING AUTHORITY
Oregon Board of Massage Therapists	HOUSING AUTHORITY OF THE CITY OF
Oregon Tradeswomen	SALEM
Oregon Convention Center	Housing Authority of Yamhill County
OREGON SCHL BRDS ASSOCIAT	The Housing Authority of the County of
Central Oregon Home Health and Hos	Umatilla
Oregon Health Care Quality Cor	homeforward
OREGON DEPARTMENT OF HUMAN	
SERVICES	
Oregon Air National Guard	
Training & Employment	
State of Oregon - Department of	
Administrative Services	

EXHIBIT 9**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

EXHIBIT 10**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

ATTACHMENT A
PRICING

SERIAL 16154-RFP
NIGP CODE: 45041
RESPONDENT'S NAME: _____
COUNTY VENDOR NUMBER : _____
ADDRESS: _____

P.O. ADDRESS: _____
TELEPHONE NUMBER: _____
FACSIMILE NUMBER: _____
WEB SITE: _____
CONTACT (REPRESENTATIVE): _____
REPRESENTATIVE'S E-MAIL ADDRESS: _____

	YES	NO	REBATE
--	------------	-----------	---------------

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

<input type="checkbox"/> NET 10 DAYS	<input type="checkbox"/> NET 45 DAYS	<input type="checkbox"/> 1% 10 DAYS NET 30 DAYS
<input type="checkbox"/> NET 15 DAYS	<input type="checkbox"/> NET 60 DAYS	<input type="checkbox"/> 2% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 20 DAYS	<input type="checkbox"/> NET 90 DAYS	<input type="checkbox"/> 1% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category

Annual Issue Date of Catalog _____

(Insert Sub-categories as necessary)			MINIMUM Discount from List	%
MINIMUM				
1.1	<u>Category 1</u>	<u>Appliances</u>		
Example:		Washing Machines	_____	%
1.2	<u>Category 2</u>	Building Materials	_____	%
Example:		Lumber	_____	%
1.3	<u>Category 3</u>	Hardware	_____	%
1.4	<u>Category 4</u>	HVAC	_____	%
1.5	<u>Category 5</u>	Kitchen and Bath Cabinets	_____	%
1.6	<u>Category 6</u>	Janitorial	_____	%
1.7	<u>Category 7</u>	Landscaping Equipment and Supplies	_____	%
1.8	<u>Category 8</u>	Motors/Pumps	_____	%
1.9	<u>Category 9</u>	Paints/Coatings	_____	%
1.10	<u>Category 10</u>	Plumbing	_____	%
1.11	<u>Category 11</u>	Pool Supplies	_____	%

ATTACHMENT A**PRICING**

1.12	<u>Category 12</u>	Tools, Hand-Held General Purpose	_____ %
1.13	<u>Category 13</u>	Tools, Power Type	_____ %
1.14	<u>Category 14</u>	Flooring and Window Coverings	_____ %
1.15	<u>Category 15</u>	Hospitality	_____ %
1.16	<u>Category 16</u>	Water/Wastewater Treatment	_____ %
1.17	<u>Category 17</u>	Miscellaneous	_____ %
1.18	<u>Category 18</u>	In Store Services	_____ %
1.19	<u>Category 19</u>	Industrial Products	_____ %

1.2 Do you offer a Rebate in lieu of a discount _____ (Y/N)

Detail your Rebate Program in your Proposal Response
(Section 2.7)

1.3 COST PLUS SALES
**ANY PRODUCT THAT IS SOLD AS COST PLUS A
 MARKUP CANNOT EXCEED A MARKUP OF FIVE (5)
 PERCENT.** _____ %* PROPOSED MARKUP

ALL COST PLUS ORDERS SHALL BE APPROVED BY THE USING AGENCY.

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	3M	2090-48A-CP	360199	SCOTCHBLUE 1.88" 2090 6PK	CS 4	4,941			\$ -	\$ -
2	American Standard	2586.128ST.020	615356	CHAMPION MAX WHT ELONGATED TOILET	EA	696			\$ -	\$ -
3	Anderson	100SH2438	206781346	100 SERIES SINGLE HUNG WINDOW WHITE	EA	1,977			\$ -	\$ -
4	Armstrong	54004031	171292	1/8" CIVIC SQ STONETAN VCT 54004-45SF	CS	7,519			\$ -	\$ -
5	Armstrong	51899031	921416	1/8" EXCELON COOLWHITE VCT 51899-45SF	CS	4,745			\$ -	\$ -
6	Behr	PR17005	661157	BEHR PRO 100 WHITE SEMI-GLOSS INT PAINT-5 GAL	EA	3,776			\$ -	\$ -
7	Behr	305005	927820	BEHR PPI 3050 SG UPW 5.00GL	EA	2,624			\$ -	\$ -
8	Behr	375005	436078	BEHR PPI 3750 SG UPW 5.00GL	EA	1,753			\$ -	\$ -
9	Behr	205005	924751	BEHR PPI 2050 EGG UPW 5.00GL	EA	1,724			\$ -	\$ -
10	Behr	275005	433381	BEHR PPI 2750 EGG UPW 4.68GL	EA	1,627			\$ -	\$ -
11	Behr	775005	436229	BEHR PPI 7750 SATIN UPW 5.00GL	EA	1,194			\$ -	\$ -
12	Black & Decker	LDX120PK	204067339	20V MAX LITHIUM DRILL/PROJECT KIT	EA	579			\$ -	\$ -
13	Brita	6025835214	714338	BRITA FAUCET FILTER SYSTEM	EA	20,004			\$ -	\$ -
14	Brita	6025842402	714243	BRITA REPL FAUCET FILT WHT	PKG 2	18,000			\$ -	\$ -
15	Crown Bolt	10700	231230	EXTERNAL HEX-HEAD LAG SCREWS (25-PACK)	PKG 25	17,804			\$ -	\$ -
16	Dewalt	DC9096-2	255667	DEWALT 18V BATTERY 2PK	PKG 2	2,491			\$ -	\$ -
17	Dewalt	DXPW3425	1000025413	Honda GX200 3,400 psi 2.5 GPM Gas Pressure Washer	EA	273			\$ -	\$ -
18	Energizer	522SBP6H	250355	ENERGIZER 9V 6-PK	PKG 6	16,113			\$ -	\$ -
19	Energizer	E91SBP36H	553471	ENERGIZER AA 36-PACK	PKG 36	15,006			\$ -	\$ -
20	Frigidaire	FFHT1814QW	1001003542	18 cu. ft. Top Freezer Refrigerator in White	EA	585			\$ -	\$ -
21	Frigidaire	FFTR2021QB	1001023832	20.4 cu. ft. Top Freezer Refrigerator in Black	EA	237			\$ -	\$ -
22	General Electric	GTE18GTHWW	1001101226	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
23	General Electric	GTS18GTHWW	1001054519	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
24	General Electric	GTE16DTHWW	1000053481	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
25	General Electric	GTS16DTHWW	1000051811	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
26	General Electric	ADEL70LR	218767	70-Pint Dehumidifier	EA	592			\$ -	\$ -
27	General Electric	JB255DJB	205793230	5.0 cu. ft. Electric Range with Self-Cleaning Oven in Black	EA	200			\$ -	\$ -
28	Generic	N/A	686107	40LB ICE MELT BLEND BAG	EA	18,050			\$ -	\$ -
29	Glacier Bay	N2428E	686826	GB ELONGATED ALL-IN-ONE HET IN WHITE	EA	2,250			\$ -	\$ -
30	Glacier Bay	N2428RB/N2428T	340995	GLAC BAY RND HET TOILET 2PC	EA	1,896			\$ -	\$ -
31	Glidden	GPS-3110-05	137925	GLIDDEN PRO SPEED-WALL EGGSHELL INT PAINT-5 GAL	EA	3,526			\$ -	\$ -
32	Glidden	GP7-5000-05	563851	ULTRA HIDE 770 SEMIGLOSS INT PAINT 5-GAL	EA	2,085			\$ -	\$ -
33	HDX	3072FX	567757	6' UTILITY/BANQUET FOLDING TABLE	EA	4,460			\$ -	\$ -
34	HDX	6T60184872C	525441	48"X18"X72" CHROME WIRE 6-SHELF UNIT	EA	1,563			\$ -	\$ -
35	Home Depot	05GLHD2	131227	5GAL HOMER BUCKET	EA	59,331			\$ -	\$ -
36	Hotpoint	HPS15BTHRWW	1000051805	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
37	Hotpoint	HPE15BTHWW	1000053483	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
38	Hotpoint	HPS15BTHLWW	1000051800	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
39	Hotpoint	RAT20KWH	100401446	20 in. 2.4 cu. ft. Electric Range in White	EA	509			\$ -	\$ -
40	Hotpoint	RGB525DEHWW	1000050930	4.8 cu. ft. Gas Range in White	EA	474			\$ -	\$ -
41	Hotpoint	HPS18BTHWW	1000994644	17.6 cu. ft. Top Freezer Refrigerator in White	EA	411			\$ -	\$ -
42	Husky	HK42WC032B-M	690969	HUSKY 42G CONTRACTOR TRASHBAG 32PK	BX 32	14,319			\$ -	\$ -
43	Husky	HK42WC050B	267000	HUSKY 42G CONTRACTOR BAGS 50CT	BX 50	6,731			\$ -	\$ -
44	Husky	ERZ782478W-4	458424	77"X24"X78" WELDED STEEL 4-SHELF	EA	1,963			\$ -	\$ -
45	InSinkErator	Badger 500	795477	1/2HP B500 CONTIN FEED GRBGE DISPSR	EA	1,569			\$ -	\$ -
46	Kidde	KN-COSM-BA	100004653	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	15,889			\$ -	\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
47	Kidde	KN-COSM-XTR-BA	622269	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	13,572			\$ -	\$ -
48	Kidde	KN-COPE-I	714543	120-VOLT HARDWIRED INTER CONNECT SMOKE/CO	EA	12,234			\$ -	\$ -
49	Kidde	KN-COPE-D	1000037789	BAT OP PHOTO ELECTRIC COMB SMOKE/CO ALARM	EA	11,403			\$ -	\$ -
50	LG	LW5015E	1001088841	5K BTU WINDOW A/C W E/S	EA	1,232			\$ -	\$ -
51	LG	LW1215ER	1000026812	12KBTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
52	LG	LW6015ER	1000026799	6K BTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
53	LG	LW8015ER	1000026802	8K BTU WINDOW A/C W/REMOTE	EA	842			\$ -	\$ -
54	LG	LP1014WNR	379969	10,000 BTU PORTABLE AIR CONDITIONER	EA	808			\$ -	\$ -
55	LG	LW1016ER	1001597779	10K BTU WINDOW A/C W/REMOTE	EA	658			\$ -	\$ -
56	LG	LP1214GXR	1000026828	12,000 BTU PORTABLE AIR CONDITIONER	EA	426			\$ -	\$ -
57	N/A	N/A	161640	2X4-96" PRIME KD WHITEWOOD STUD	EA	238,241			\$ -	\$ -
58	N/A	N/A	569062	2X4-92 5/8" PRIME WHITEWOOD STUD	EA	78,863			\$ -	\$ -
59	N/A	N/A	386081	7/16 4X8 OSB	EA	68,696			\$ -	\$ -
60	N/A	N/A	161659	2X4-10FT STD/BTR KD-HT PRIME SPF	EA	49,632			\$ -	\$ -
61	N/A	N/A	161667	2X4-12FT STD/BTR KD-HT PRIME SPF	EA	45,986			\$ -	\$ -
62	N/A	N/A	256276	4X4-8FT #2 PT	EA	33,627			\$ -	\$ -
63	N/A	N/A	161683	2X4-16FT STD/BTR KD-HT PRIME SPF	EA	24,669			\$ -	\$ -
64	N/A	N/A	492930	5.0MM 4X8 UNDERLAYMENT	EA	23,868			\$ -	\$ -
65	N/A	N/A	166103	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
66	N/A	N/A	439614	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
67	N/A	N/A	166073	15/32 4X8 PLYWOOD (3-PLY)	EA	14,845			\$ -	\$ -
68	N/A	N/A	166081	19/32 4X8 PLYWOOD	EA	12,760			\$ -	\$ -
69	N/A	N/A	175171	23/32 4X8 RADIATA PINE PLYWOOD	EA	9,628			\$ -	\$ -
70	N/A	N/A	915378	15/32 4X8 PLYWOOD (4-PLY)	EA	9,062			\$ -	\$ -
71	N/A	N/A	121586	.090 FRP WALL PANEL 4X8 WHITE	EA	7,900			\$ -	\$ -
72	N/A	N/A	166057	23/32 4X8 SANDED PLYWOOD	EA	6,872			\$ -	\$ -
73	N/A	N/A	166030	15/32 4X8 SANDED PLYWOOD	EA	6,574			\$ -	\$ -
74	N/A	N/A	921394	1/8" EXCELON COTTGETAN VCT 51830-45SF	CS	5,843			\$ -	\$ -
75	N/A	N/A	261688	23/32" 4X8 PT RTD SHEATHING PLY	EA	5,820			\$ -	\$ -
76	N/A	N/A	920924	23/32 4X8 T&G PLYWOOD SUBFLOOR	EA	5,249			\$ -	\$ -
77	N/A	N/A	165921	3/4 4X8 BIRCH PLYWOOD	EA	3,510			\$ -	\$ -
78	Niagara	NDW05L24DR	218340	1/2 LITER WATER 24PK	PKG 24	62,265			\$ -	\$ -
79	Owens Corning	RU70	564987	ATTICAT INSULATION	EA	6,141			\$ -	\$ -
80	Plytanium	113699	915440	19/32" 4'X8' T1-11 8"OC SIDING	EA	5,329			\$ -	\$ -
81	Rheem	XG40T06EC36U1	1001300147	40GAL/36K BTU GAS TALL PERF W/H N3	EA	377			\$ -	\$ -
82	Sakrete	65200390	533829	80LB QUIKRETE CONCRETE MIX	EA	129,185			\$ -	\$ -
83	Sakrete	65200940	666249	60LB SAKRETE CONCRETE MIX	EA	76,898			\$ -	\$ -
84	Sakrete	65305535	370328	50LB SAKRETE FAST SET CONCRETE	EA	64,977			\$ -	\$ -
85	Sakrete	65200370	962050	80LB SAKRETE 5000 PLUS CONCRETE	EA	61,753			\$ -	\$ -
86	Sakrete	60450001	428632	60LB SAKRETE ALL WEATHER BLACKTOP PATCH	EA	38,047			\$ -	\$ -
87	Sheetrock	381466	950254	USG +3 ALL PURP LIGHT JC PAIL 4.5GAL	EA	11,761			\$ -	\$ -
88	Sheetrock	14113411708	893749	1/2"X4'X8' USG ULTRALIGHT DRYWALL	EA	45,316			\$ -	\$ -
89	Sheetrock	14211011308	419109	5/8"X4'X8' FIRECODE TYPE X DRYWALL	EA	21,452			\$ -	\$ -
90	Sheetrock	14302111708	525423	1/2"X4'X8' USG MOLDOUGH UL DRYWALL	EA	14,604			\$ -	\$ -
91	Sheetrock	380119048	258725	All-Purpose 4.5 Gal. Pre-Mixed Joint Compound	EA	12,455			\$ -	\$ -
92	Southwire	11580858	866245	500 FT. 14 WHITE SOLID THHN WIRE	EA	8,537			\$ -	\$ -
93	TrafficMASTER	12012	107971	TMALLURE CHERRY RESILIENT PLANK-24SF	EA	6,700			\$ -	\$ -
94	TrafficMASTER	11053	101701	TM ALLURE OAK RESILIENT PLANK-24SF	EA	4,513			\$ -	\$ -

Maricopa County
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Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
95	USG Ceilings	R2310	562785	2'X4'#2310 RADAR SQ EDGE CEILNG 64SF	CS	8,580			\$ -	\$ -
96	USG Ceilings	280	314803	2'X4' #280 5TH AVE SQ CEILNG 64SF	EA	6,796			\$ -	\$ -
97	Weathershield	253920	167929	2X4-8FT #2 PRIME PT WEATHERSHIELD	EA	40,577			\$ -	\$ -
98	Weathershield	253921	168335	2X6-8FT #2 PRIME PT WEATHERSHIELD	EA	28,783			\$ -	\$ -
99	Weathershield	262P12	168746	2X6-12FT #2 PRIME PT WEATHERSHIELD	EA	22,224			\$ -	\$ -
100	Wilsonart	1875K3537660144	203747471	60 in. x 144 in. Laminate Sheet in Summer Carnival HD with Mirage	EA	80			\$ -	\$ -
TOTAL										\$ -

Maricopa County
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Attachment A-1
Pricing Analysis

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	ACHIM IMPORTING	OPR376WH36	797139	37-1/4X6' Rm Dark Wht Roller Shade	EA	8,891			\$ -	\$ -
2	AMREP, INC	ZUHTFF5G	113032	Flr Finish, 5 Gal Zep Hgh Traffic	EA	1,302			\$ -	\$ -
3	AMREP, INC	ZULFFS5G	113031	5 Gal Zep Heavy-Duty Floor Stripper	EA	1,967			\$ -	\$ -
4	AMREP, INC	ZULFFS128	113035	1 Gal Zep Heavy-Duty Floor Stripper	EA	3,648			\$ -	\$ -
5	BEMIS MAN. COMPANY	1650EC	189860	Bemis Easy Change Wood Toilet Seat EL	EA	3,397			\$ -	\$ -
6	BRASSCRAFT SERVICE PARTS	HDS478105	478105	Delta H/C 1300/1400 Srs PB Ctg	EA	2,952			\$ -	\$ -
7	BRASSCRAFT SERVICE PARTS	SLD1327	478107	Delta 1300/1400 Srs Ctg Asmby	EA	988			\$ -	\$ -
8	BRK	SC9120B	126722	BRK AC/DC COMBO CO/SMOKE ALARM	EA	8,268			\$ -	\$ -
9	BRK	9120B	126707	DIRECTWIRE SMOKE ALARM W/BATTERY BACK UP	EA	18,231			\$ -	\$ -
10	BRK	9120AB	126523	BRK AC/DC ALKALINE BAT SMOKE ALARM	EA	6,368			\$ -	\$ -
11	BRK	SCO2B	126720	BRK CARBON MONOXIDE/SMOKE ALARM	EA	2,172			\$ -	\$ -
12	BRK	SA350B	109944	10YR Lith Battery Ion Smoke Alarm	EA	2,756			\$ -	\$ -
13	BRK	7010B	126728	120 VOLT PHOTOELECTRIC SMOKE ALARM	EA	2,291			\$ -	\$ -
14	BRK	CO250B	126516	BRK 9 VOLT CARBON MONOXIDE ALARM	EA	1,924			\$ -	\$ -
15	BRK	CO5120BN	126602	BRK AC/DC CO ALARM	EA	1,268			\$ -	\$ -
16	BROAN MFG CO INC	413001	281200	Broan 30" Wht Range Hood Non-Vented	EA	4,990			\$ -	\$ -
17	BROAN MFG CO INC	412401	281150	Broan 24" Wht Range Hood Non-Vented	EA	1,968			\$ -	\$ -
18	BROAN MFG CO INC	403001	281025	Broan 30" Wht RngHd 3-1/4x10" Vnt 160CFM	EA	1,892			\$ -	\$ -
19	BROAN MFG CO INC	423001	281375	Broan 30" Wht Rng Hd 7"Rnd Vent 190CFM	EA	1,887			\$ -	\$ -
20	BROAN MFG CO INC	BP43	248750	RANGE HOOD LIGHT LENS	EA	8,229			\$ -	\$ -
21	BROAN MFG CO INC	402401	280900	Broan 24" Wht RngHd 3-1/4x10" Vnt 160CFM	EA	808			\$ -	\$ -
22	CHAMPION	1079347880583-9	703168	82-3/8" White Vertical Vane 50/Pkg	PKG 50	859			\$ -	\$ -
23	CHAMPION	1079347805416-9	702084	35 x 64 White 1" Vinyl Horz Blind	EA	7,236			\$ -	\$ -
24	CLOROX	35419	111514	1.12 Gal Pine-Sol Lemon3/Cs	CS 3	2,512			\$ -	\$ -
25	CLOROX	35418	111515	1.12 Gal Pine-Sol 3/Cs	CS 3	1,197			\$ -	\$ -
26	CLOROX	15949	503107	Clorox Disinfecting Wipes CS Of 6	CS 6	1,065			\$ -	\$ -
27	DAP INC.	18152	108709	10.1 OZ WHT DAP ALEX PLUS "CS OF 12"	CS 12	1,698			\$ -	\$ -
28	DAP INC.	18001	108701	5.5 OZ WHT DAP KWIK SEAL "CS OF 12"	CS 12	1,804			\$ -	\$ -
29	DELTA FAUCET CO	R10000-UNWS	418801	Delta MultiChoice Tub/Shwr Valve	EA	1,116			\$ -	\$ -
30	DURACELL	PC1604BKD	158476	9V Drcll Procell Alkaline Battery 12pk	PKG 12	10,645			\$ -	\$ -
31	DURACELL	PC1500BKD	157755	AA Drcll Procell Alkaline Battery 24pk	PKG 24	5,884			\$ -	\$ -
32	DURACELL	MN1500BKD	357752	AA Drcll CopperTop Alkaline Battery 24pk	PKG 24	1,306			\$ -	\$ -
33	ESSENDANT CO	CPC53122	113049	169 Ounce Fabuloso 3/CS	CS 3	1,264			\$ -	\$ -
34	FEIT ELECTRIC	PL13/41/10	311843	CFL Bulb 13W Twin 4100K 2P Base 10pk	PKG 10	2,787			\$ -	\$ -
35	FILTRATION GROUP	1720201	127386	20 X 20 X1" HD PLEATED FILTR "BOX OF 12"	BX 12	890			\$ -	\$ -
36	FLUSHMATE	C-100500-K	583305	Sloan Flushmate Cartridge C-100500-K	EA	2,976			\$ -	\$ -
37	GE	3997	229675	G.E. 6" DRIP BOWL "PKG OF 6"	PKG 6	8,329			\$ -	\$ -
38	GE	3998	229680	G.E. 8" DRIP BOWL "PKG OF 6"	PKG 6	4,943			\$ -	\$ -
39	GE	ERIG9998	206124	REPLACEMENT GE OVEN IGNITER	EA	1,327			\$ -	\$ -
40	GE	ERIG21	226915	GE Oven Ignitor w/Quick Disconnect	EA	1,371			\$ -	\$ -
41	GEORGIA PACIFIC	13728	117986	Acclaim Jumbo Roll Tlet Paper 8/Cs	CS 8	1,458			\$ -	\$ -
42	HD SUPPLY	6LR61-24PK	159475	9V HD Supply Battery 24pk	PKG 24	4,729			\$ -	\$ -
43	HD SUPPLY	XL-W-022	233250	8" UNIVERSAL SURFACE RANGE ELEMENT	EA	10,799			\$ -	\$ -
44	HD SUPPLY	XL-W-016	234000	8" UNIVERSAL SURFACE RANGE ELEMENT	EA	5,096			\$ -	\$ -
45	HD SUPPLY	XL-W-010	233000	6" UNIVERSAL SURFACE RANGE ELEMENT	EA	10,424			\$ -	\$ -
46	HD SUPPLY	C2026PLT	324494	11" 26 WATT FLUORESCENT DRUM FIXTURE	EA	1,334			\$ -	\$ -
47	HD SUPPLY	1622-P	189809	16x22" Recessed Mirrored Medicine Cab	EA	1,813			\$ -	\$ -

Maricopa County
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Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
48	HD SUPPLY	1622-RE	404472	16x22" Recsd Mnt Mirror Medicin Cab	EA	1,126			\$ -	\$ -
49	HD SUPPLY	1094-06	325255	10" WHITE DRUM FIXTURE, CLEAR/WHT GLASS	EA	2,187			\$ -	\$ -
50	HD SUPPLY	PL-2440	317875	13-3/4" ROUND WHITE ACRYLIC DRUM LENS	EA	2,756			\$ -	\$ -
51	HD SUPPLY	XL-W-011	233750	6" UNIVERSAL SURFACE RANGE ELEMENT	EA	5,339			\$ -	\$ -
52	HD SUPPLY	SX36FC1816-100	857650	36" x 100' Fiberglass Screen Charcoal	EA	1,108			\$ -	\$ -
53	HD SUPPLY	1626-R	189811	16x26" Recessed Mirrored Medicine Cab	EA	1,309			\$ -	\$ -
54	HD SUPPLY	1049-06	322000	10" WHITE CEILING DRUM FIXTURE	EA	2,013			\$ -	\$ -
55	J.T.EATON & CO., INC.	11-00PRE6	111882	Rat And Mouse Glue Tray 12/Pkg	PKG 12	2,760			\$ -	\$ -
56	KIDDE	21006377-N	126726	KIDDE AC/DC CO/SMOKE ALARM - TALKING	EA	5,702			\$ -	\$ -
57	KIDDE	21006378	103406	KIDDE WIRE-IN W/ 9V BATTERY BACK-UP SMO	EA	8,241			\$ -	\$ -
58	KIDDE	21006376	340004	KIDDE WIRE-IN W/ 9V BATT BACK-UP SMO	EA	5,334			\$ -	\$ -
59	KIDDE	21007586	126734	FIREX AC/DC SMOKE ALARM	EA	3,947			\$ -	\$ -
60	KIDDE	21025811	126662	MWH CO ALARM	EA	2,903			\$ -	\$ -
61	KIDDE	21006371	126532	KIDDE PHOTOELECTRIC SMOKE ALARM PE120	EA	2,439			\$ -	\$ -
62	KIDDE	21025778	340005	KIDDE Battery Carbon Monoxide Alarm	EA	1,984			\$ -	\$ -
63	KIDDE	21009423	126505	MWH BATTERY IONIZATION SMOKE ALARM PK/6	PKG 6	1,609			\$ -	\$ -
64	KIMBERLY CLARK	75260	117397	Scott Rags In A Box 200/Pkg	PKG 200	8,174			\$ -	\$ -
65	MAINTENANCE WAREHOUSE	L8648AKFR01	119070	56 Gal 1.65 Mil Trash Bag 100/Cs	PKG 100	2,450			\$ -	\$ -
66	MAINTENANCE WAREHOUSE	L7658AKFR01	119071	55-60 Gal 1.5 Mil Trash Bag 100/Cs	EA00	2,343			\$ -	\$ -
67	MAINTENANCE WAREHOUSE	L8046AKFR01	119060	40-45 Gal 1.5 Mil Trash Bag 100/Pkg	PKG 100	2,456			\$ -	\$ -
68	MAINTENANCE WAREHOUSE	ESL13T/12/HDS	313258	CFLi Bulb VL 13W 2700K Twist 12pk	PKG 12	3,112			\$ -	\$ -
69	MAINTENANCE WAREHOUSE	ESL13T/41K/12/HDS	313264	CFLi Bulb VL 13W 4100K Twist 12pk	PKG 12	2,904			\$ -	\$ -
70	MAINTENANCE WAREHOUSE	N4827TWR01	119135	13 Gal .9 Mil Trash Bag 200/Cs	PKG 200	1,676			\$ -	\$ -
71	MAINTENANCE WAREHOUSE	H7856AGF	119125	55-60 Gal 1.55 Mil Trash Bag 50/Cs	PKG 50	2,156			\$ -	\$ -
72	MAINTENANCE WAREHOUSE	30181603	568501	MW Wood Toilet Seat Round 6 Pack	PKG 6	2,142			\$ -	\$ -
73	MAINTENANCE WAREHOUSE	30181603	568515	MW Wood Toilet Seat Elongated 6 Pack	PKG 6	1,007			\$ -	\$ -
74	MAINTENANCE WAREHOUSE	TSR60AS-EL-6	568729	Toilet Seat Plastic MW Elongated 6/Pkg	PKG 6	897			\$ -	\$ -
75	MAINTENANCE WAREHOUSE	X6648QKF	119099	42 Gal 2.5 Mil Trash Bag 50/Cs	PKG 50	1,447			\$ -	\$ -
76	MAINTENANCE WAREHOUSE	T-99820-HDS	502062	Mntnce Whse Terry Towel, 24/Pkg	PKG 24	2,694			\$ -	\$ -
77	MODULAR VANITY TOPS	30181504	404379	19x17" Wht Cult Mrbl Vntry Top W/Snk	EA	884			\$ -	\$ -
78	MORTON SALT	F115010000	300490	Morton Water Softener Salt Pellets 50LB	EA	5,450			\$ -	\$ -
79	PHILIPS LIGHTING CO.	196865	314615	T8 Ballast Adv 2 Bulb Elec 32W 120-277V	EA	3,630			\$ -	\$ -
80	PHILIPS LIGHTING CO.	427187	327499	FLR Bulb Phi 40W T12 4100K 89CRI 30pk	PKG 30	1,134			\$ -	\$ -
81	PHILIPS LIGHTING CO.	454199	311632	CFLi Bulb Phi 13W 2700K Twist GU24 Base	EA	9,410			\$ -	\$ -
82	PHILIPS LIGHTING CO.	117788	312971	CFL Ballast Adv 1-2 Bulb Elec 120-277V	EA	1,535			\$ -	\$ -
83	PREFOLLOW CO	5U039	115101	32" Pick-Up Tool	EA	1,924			\$ -	\$ -
84	PRIME LINE PRODUCTS	K-5109	856770	Hvy Dty Pneumatic Storm Door Clsr Black	EA	8,410			\$ -	\$ -
85	PRIME LINE PRODUCTS	K-5071	855900	1-3/4" Storm Door Handle Black	EA	5,886			\$ -	\$ -
86	RESEARCH PRODUCTS CO	96923199	246850	8-3/4x10-1/2x3/32 Alum Range Hood Fltr	EA	20,597			\$ -	\$ -
87	RESEARCH PRODUCTS CO	97023195	246400	8-3/4x10-1/2 Actvtd Carbon Rng Hd Fltr	EA	19,191			\$ -	\$ -
88	ROPPE CORP	H140LA5P100	809775	Roppe 4" X 4' Black Cove Base, CS/16	CS 16	3,146			\$ -	\$ -
89	SAS SAFETY CORP	66519	117955	DISP XL NITRILE GLOVES "PKG OF 100"	PKG 100	10,077			\$ -	\$ -
90	SAS SAFETY CORP	6609-40	117844	DISP XL NITRILE GLOVES "PKG OF 50"	PKG 50	6,278			\$ -	\$ -
91	SAS SAFETY CORP	66518	117954	DISP LARGE NITRILE GLOVES "PKG OF 100"	PKG 100	5,590			\$ -	\$ -
92	SEASONS	TSPLH0010	568700	Seasons Plastic Toilet Seat EL White	EA	2,574			\$ -	\$ -
93	SHIELD SECURITY	97600	913800	Shield Security Tulip Passage Knob Brass	EA	8,343			\$ -	\$ -
94	SUPERIOR/HKF-WEST INC	6080-060	250358	Replacement GE Refrig Evap Fan Motor	EA	1,386			\$ -	\$ -
95	SUPERIOR/HKF-WEST INC	6080-009	250674	Vented Range Hood Fan Assembly	EA	1,626			\$ -	\$ -

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Pricing Analysis

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
96	TCP	33113SP	327860	CFLi Bulb TCP 13W 2700K Twist GU24 Base	EA	8,667			\$ -	\$ -
97	UNIVERSAL POWER GROUP	D5733	325771	6V 4.5Ah Lead Acid Emergency Battery	EA	4,509			\$ -	\$ -
98	W.W. HENRY COMPANY	FP00430069	807245	Henry 4 Gallon Tile Adhesive	EA	1,854			\$ -	\$ -
99	W.W. HENRY COMPANY	12169	531080	Henry# 595 Cove Base Adhesive 11oz	EA	14,806			\$ -	\$ -
100	WHITE-RODGERS	01F78 144S1	213664	W/R 24V DIGITAL HEAT/COOL NON-PROGRAM	EA	1,577			\$ -	\$ -
TOTAL										\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC HYDRAULIC CYLINDER	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	BALDOR	EM2559TS-4	EM2559TS-4	AC Motor, Premium Efficient, 125 HP	EA	10			\$ -	\$ -
2	BALDOR	IDVSM4314T	IDVSM4314T	AC Motor, Inverter/Vector, 60 HP	EA	10			\$ -	\$ -
3	BALDOR	EM4110T	EM4110T	Super-E® Premium Efficient Rigid Base AC Motor, 324T Frame; Rigid Base	EA	12			\$ -	\$ -
4	BALDOR	EM2547T	EM2547T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 60hp	EA	12			\$ -	\$ -
5	BALDOR	EM2543T	EM2543T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 50hp	EA	14			\$ -	\$ -
6	BALDOR	VEBM3615T	VEBM3615T	Integral HP Cast Iron 140-280frame AC Electrical Motor	EA	15			\$ -	\$ -
7	BALDOR	EM4314T-G	EM4314T-G	HVAC Motor, 3 PH, 60 HP, 230/460 V, 1800 RPM, TEFC, 364T Frame	EA	15			\$ -	\$ -
8	BALDOR	VECP3770T	VECP3770T	Super-E® Mill & Chemical Duty AC Motor, 213TC Frame; F1 Mounting Style	EA	16			\$ -	\$ -
9	BALDOR	EM2513T	EM2513T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 15hp	EA	17			\$ -	\$ -
10	BALDOR	VEBM3558T	VEBM3558T	Fractional HP Brakemotor AC Electrical Motor	EA	17			\$ -	\$ -
11	BALDOR	EM3311T	EM3311T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 213T Frame; Rigid Bas	EA	18			\$ -	\$ -
12	BALDOR	CEM3661T	CEM3661T	Super-E® Premium Efficient AC Motor, 182TC Frame, F-1 Mounting Style	EA	20			\$ -	\$ -
13	BALDOR	EM3714T	EM3714T	Super-E® Premium Efficient AC Motor, 215T Frame, F-1 Mounting Style	EA	21			\$ -	\$ -
14	BALDOR	EM3313T	EM3313T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 10hp	EA	21			\$ -	\$ -
15	BALDOR	EM3710T	EM3710T	Super-E® Premium Efficient AC Motor, 213T Frame; Rigid Base	EA	22			\$ -	\$ -
16	BALDOR	EM3611T	EM3611T	Super-E® Premium Efficient AC Motor, Rigid Base, 182T Frame	EA	26			\$ -	\$ -
17	BALDOR	EM3546T	EM3546T	Super-E® Premium Efficient AC Motor, 143T Frame; General Purpose	EA	30			\$ -	\$ -
18	BALDOR	CEM3546T	CEM3546T	Super-E® Premium Efficient AC Motor, C-Face (With Base), 143TC Frame	EA	35			\$ -	\$ -
19	BALDOR	CEM3558T	CEM3558T	Super-E® Premium Efficient AC Motor; 145TC Frame	EA	85			\$ -	\$ -
20	CAMFIL FARR	855080139	855080139	Durafil® 2V High efficiency, V-style air filter in all plastic enclosing frame	EA	70			\$ -	\$ -
21	CAMFIL FARR	405619A22	405619A22	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"×24"×22"	EA	96			\$ -	\$ -
22	CAMFIL FARR	405619A12	405619A12	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"×24"×12"	EA	140			\$ -	\$ -
23	CAMFIL FARR	404340004	404340004	High efficiency supported media box filter with low initial pressure drop, 24"×24"×12"	EA	240			\$ -	\$ -
24	CAMFIL FARR	049880005	049880005	30/30® High-Capacity Pleated Panel Filters	EA	578			\$ -	\$ -
25	CONSOLIDATED BEARING	NNF-5026A-DA2RSV	NNF-5026A-DA2RSV	Full Compliment Cylindrical Roller Single Row Radial	EA	14			\$ -	\$ -
26	CONTINENTAL	2100 14M55HAWK	2100 14M55HAWK	Hawk Pad™ Belt, 55 mm width, 100mm Pitch Length, single Sided	EA	40			\$ -	\$ -
27	CONTINENTAL	5VX1900	5VX1900	Hy-T® Wedge Cogged Belt, 190" Outside Length	EA	83			\$ -	\$ -
28	CONTINENTAL	5V1800	5V1800	Hy-T® Wedge (Envelope) Belt, 180" Outside Length	EA	115			\$ -	\$ -
29	CONTINENTAL	5VX1800	5VX1800	Hy-T® Wedge Cogged Belt, 180" Outside Length	EA	163			\$ -	\$ -
30	CONTINENTAL	5VX1600	5VX1600	Hy-T® Wedge Cogged Belt, 160" Outside Length	EA	163			\$ -	\$ -
31	CONTINENTAL	5VX1120	5VX1120	Hy-T® Wedge Cogged Belt, 112" Outside Length	EA	165			\$ -	\$ -
32	CONTINENTAL	5VX1250	5VX1250	Hy-T® Wedge Cogged Belt, 125" Outside Length	EA	171			\$ -	\$ -
33	CONTINENTAL	5VX1000	5VX1000	Hy-T® Wedge Cogged Belt, 100" Outside Length	EA	173			\$ -	\$ -
34	CONTINENTAL	5VX1060	5VX1060	Hy-T® Wedge Cogged Belt, 106" Outside Length	EA	189			\$ -	\$ -
35	CONTINENTAL	SPC4750	SPC4750	Metric V-Belt, 4780mm outside length	EA	202			\$ -	\$ -
36	CONTINENTAL	5VX1320	5VX1320	Hy-T® Wedge Cogged Belt, 132" Outside Length	EA	206			\$ -	\$ -
37	CONTINENTAL	5VX1700	5VX1700	Hy-T® Wedge Cogged Belt, 170" Outside Length	EA	210			\$ -	\$ -
38	CONTINENTAL	5VX1180	5VX1180	Hy-T® Wedge Cogged Belt, 118" Outside Length	EA	306			\$ -	\$ -
39	CONTINENTAL	5VX800	5VX800	ContiTech HY-T Wedge Torque Team V-Belt, Banded & Cogged, 4 Rib, 2.5" Width, 0.53" Height, 8	EA	152			\$ -	\$ -
40	COOPER SPLIT	01BCP600GRAT	01BCP600GRAT	01 Series Cast Iron Split Cylindrical Pillow Block, Non-Expansion Type	EA	16			\$ -	\$ -
41	COOPER SPLIT	01BCP600EXAT	01BCP600EXAT	01 Series Cast Iron Split Cylindrical Pillow Block, Expansion Type	EA	16			\$ -	\$ -
42	CROSS	210DB	210DB	DB Series Tie Rod Cylinder, Hydraulic Cylinder	EA	94			\$ -	\$ -
43	DODGE	5 7/16SLVOL132424	5 7/16SLVOL132424	Sleevol® RTL Pillow Block Liner Assembly; Shaft Size 5 7/16"	EA	12			\$ -	\$ -
44	DODGE	TA5215H25TPR	TA5215H25TPR	Torque Arm II Taper Bushed Shaft Mount Reducer	EA	22			\$ -	\$ -
45	DODGE	TA5215MTR MOUNT	TA5215MTR MOUNT	Motor Mount for Torque Arm II Unit 5215	EA	22			\$ -	\$ -
46	DODGE	P2BE307R	P2BE307R	Type E-XTRA™ Pillow Block; Springlok™ Collar; Heavy-Duty; Contact Seals; 2-Bolt Non-Expansion	EA	42			\$ -	\$ -
47	DODGE	P4BE315R IRON	P4BE315R IRON	Type E-XTRA™ Pillow Block; 4-Bolt Cast Iron Pillow Block; Contact Seals; Springlok Collar; Tapere	EA	74			\$ -	\$ -
48	DODGE	P2BSC103	P2BSC103	SC Series Normal-Duty Pillow Block	EA	113			\$ -	\$ -
49	DODGE	F2BDL107	F2BDL107	D-Lok™ DL Series Normal-Duty Cast Iron 2-Bolt Flange Unit	EA	252			\$ -	\$ -
50	DODGE	10H FLX FLG	10H FLX FLG	D-FLEX ELASTOMERIC SLEEVE COUPLINGS	EA	28			\$ -	\$ -
51	DODGE	077587	077587	OLF-2 SYSTEM 1PH	EA	12			\$ -	\$ -
52	DONALDSON	P167185	P167185	High Pressure Hydraulic Cartridge for Series HPK03 & HPK04, 8" long	EA	72			\$ -	\$ -
53	FLUKE CORP.	FLUKE-754	FLUKE-754	754 Documenting Process Calibrator-HART	EA	13			\$ -	\$ -
54	FLUKE CORP.	FLUKE-87-5	FLUKE-87-5	80 Series V Industrial Multimeter, Analog/Digital	EA	33			\$ -	\$ -
55	GARLOCK	21852-4156	21852-4156	Model 64 Single Lip Seal w/Dual Springs; Internal Single Lip w/ Dual Springs; Mill-Right® V	EA	60			\$ -	\$ -
56	GRACO	243601	243601	Other Lubrication Device	EA	24			\$ -	\$ -

Maricopa County
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Attachment A-1
Pricing Analysis

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
57	JET TOOLS	354035	354035	1-1/2 -2HP 3PH 440/460V 26" Gear Head Drill Press	EA	10		\$ -	\$ -	
58	LINK-BELT	PLB6855D5	PLB6855D5	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 2-Bolt Pillow Block	EA	18		\$ -	\$ -	
59	LINK-BELT	PLB6863FR	PLB6863FR	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 4-Bolt Pillow Block	EA	20		\$ -	\$ -	
60	LINK-BELT	PB22440H	PB22440H	Spherical Roller Bearing Pillow Block, 2 Bolt Holes, Relubricatable, Non-Expansion, Cast Iron, Sets	EA	26		\$ -	\$ -	
61	LOCTITE	1323940	1323940	PC 72189™ Nordbak® Wearing Compound, 25 lb Kit, Abrasive-Resistant Epoxy	EA	40		\$ -	\$ -	
62	LOCTITE	59231	59231	592™ Thread Sealant, 50mL Tube	EA	435		\$ -	\$ -	
63	LPS LABORATORIES	00116	00116	LPS 10® Greaseless Lubricant, 16 oz aerosol	EA	1,453		\$ -	\$ -	
64	LPS LABORATORIES	00316	00316	LPS 3 Premier Rust Inhibitor, 11 oz Aerosol	EA	453		\$ -	\$ -	
65	LUBRIPLATE	L0975-062	L0975-062	Machine Tool Lubricant, 55 gal Drum; Multi-Purpose; Synthetic	EA	12		\$ -	\$ -	
66	McGILL	CF3 1/2SB	CF3 1/2SB	CF-B & CF-SB Series CAMROL® Cam Follower Bearing, 3 1/2" Roller Diameter	EA	106		\$ -	\$ -	
67	McGILL	CF2SB	CF2SB	CAMROL® Standard Stud Cam Follower, 2" Roller Diameter	EA	162		\$ -	\$ -	
68	MRC	7228PDU-BRZ	7228PDU-BRZ	7200-PD Light Series Duplex Ball Bearing, Single Row Angular Contact Bearing	EA	19		\$ -	\$ -	
69	REXNORD	E30 ELEMENT	E30 ELEMENT	Omega Coupling Element for Size 30 Coupling	EA	40		\$ -	\$ -	
70	SEALMASTER	MST-63	MST-63	MST Series Medium-Duty Take-Up Unit	EA	14		\$ -	\$ -	
71	SEALMASTER	SFT-24	SFT-24	SFT Series Standard-Duty Setscrew Locking 2-Bolt Flange Unit	EA	66		\$ -	\$ -	
72	SKF	TKSA 41	TKSA 41	Advanced Laser Shaft Alignment Tool With Enhanced Measuring And Reporting	EA	12		\$ -	\$ -	
73	SKF	TKBA 40	TKBA 40	Laser Belt Alignment Tool, 20 ft (6 m) Max Operating Distance	EA	14		\$ -	\$ -	
74	SKF	GE120TXA-2LS	GE120TXA-2LS	Unmounted Plane Bearing; Spherical Plain & Rod End	EA	20		\$ -	\$ -	
75	SKF	7228BCBM	7228BCBM	Light 7200 Series Angular Contact Ball Bearing, 140 mm ID	EA	21		\$ -	\$ -	
76	SKF	7320BECBM	7320BECBM	Medium 7300 Series Angular Contact Ball Bearing, 100mm ID	EA	28		\$ -	\$ -	
77	SKF	7222BECBM	7222BECBM	Light 7200 Series Angular Contact Ball Bearing, 110 mm ID	EA	28		\$ -	\$ -	
78	SKF	7315BECBM	7315BECBM	Medium 7300 Series Angular Contact Ball Bearing, 75mm ID	EA	32		\$ -	\$ -	
79	SKF	7317BECBY	7317BECBY	Medium 7300 Series Angular Contact Ball Bearing, 85mm ID	EA	37		\$ -	\$ -	
80	SKF	SYE1.15/16NH	SYE1.15/16NH	SYE-N Series Roller Bearing Unit	EA	53		\$ -	\$ -	
81	SKF	7311BECBY	7311BECBY	Medium 7300 Series Angular Contact Ball Bearing, 55mm ID	EA	71		\$ -	\$ -	
82	SKF	LAGD125/WA2	LAGD125/WA2	SYSTEM 24 Automatic Grease Lubricator - Single Use	EA	159		\$ -	\$ -	
83	SKF	7322BECBM	7322BECBM	Angular contact ball bearings, single row	EA	17		\$ -	\$ -	
84	T.B.WOODS	MCS13Y218	MCS13Y218	MCS 13-Y 2-1/8, Variable Pitch Pulley, For Belt: (4836V), Grooves: 1, Bore: 2-1/8" Finished with No	EA	12		\$ -	\$ -	
85	TIMKEN	HH926749	HH926749	Tapered Roller Bearing Single Cone, 4 3/4" Straight Bore; Standard Tolerance	EA	17		\$ -	\$ -	
86	TIMKEN	HM127446 90362	HM127446 90362	Bearing, Tapered; Standard Precision	EA	18		\$ -	\$ -	
87	TIMKEN	HM120848	HM120848	Tapered Roller Bearing Single Cone, 4" Straight Bore; Standard Tolerance	EA	50		\$ -	\$ -	
88	TIMKEN	HM129848 90294	HM129848 90294	Standard Precision, Assembled Bearing	EA	75		\$ -	\$ -	
89	TORRINGTON	23260YMBW525C08	23260YMBW525C08	Spherical Roller Bearing, Radial Bearing; Straight Bore; Brass / Bronze Cage	EA	22		\$ -	\$ -	
90	TORRINGTON	300RU92AD1112R3	300RU92AD1112R3	Cylindrical Bearing, Straight Bore; Brass / Bronze Cage; Removable Inner Ring - Straight	EA	22		\$ -	\$ -	
91	U.S. ELECTRIC MOTORS	D125P1FS	D125P1FS	125 HP US Motor 3600 RPM 404TS Frame ODP	EA	10		\$ -	\$ -	
92	U.S. ELECTRIC MOTORS	U25P2D	U25P2D	General Purpose Motor - 3 ph, 25 hp, 1800 rpm, 208-230/460 V, 50/60 Hz, 284T Frame, TEFC	EA	15		\$ -	\$ -	
93	WARNER ELECTRIC	320-22-020A	320-22-020A	Electrical Clutch & Brakes	EA	14		\$ -	\$ -	
94	WARNER ELECTRIC	320-12-018A	320-12-018A	Electrical Clutch & Brakes	EA	14		\$ -	\$ -	
95	WARNER ELECTRIC	5371-4	5371-4	Electrical Clutch & Brakes	EA	23		\$ -	\$ -	
96	WARNER ELECTRIC	5370-111-013	5370-111-013	Electrical Clutch & Brakes	EA	65		\$ -	\$ -	
97	WARNER ELECTRIC	540-1642	540-1642	Electrical Clutch & Brakes	EA	76		\$ -	\$ -	
98	WARNER ELECTRIC	5370-273-232	5370-273-232	Actuators & Wg Jacks Accessory	EA	91		\$ -	\$ -	
99	WARREN RUPP SNDPIPER	W15-4,DB1I.	W15-4,DB1I.	Cast-Iron Buna Single Double Diaphragm Pump, 260 gpm, 125 psi	EA	10		\$ -	\$ -	
100	WEG ELECTRIC CORP	15036ET3G445TS-W22	15036ET3G445TS-W22	Premium Efficiency Electrical Motor	EA	10		\$ -	\$ -	

TOTAL \$ 8,000.00

SERIAL 16154-RFP**EXHIBIT 3****(DRAFT CONTRACT)****CONTRACT PURSUANT TO RFP****SERIAL 16154-RFP**

This Contract is entered into this _____ day of _____, 20____ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the _____ day of _____, 2016 and ending the _____ day of _____, 20____.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information

SERIAL 16154-RFP

- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration

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Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

SERIAL 16154-RFP**3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:**6.1 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction

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projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by Project/Task Order)

6.3.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____ or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

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6.3.1.2 A Payment Bond equal to the full contract amount (\$_____ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

SERIAL 16154-RFP**6.6 INSPECTION OF SERVICES:**

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

- 6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to

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pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.10.1 Cancel the stop-work order; or
- 6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

SERIAL 16154-RFP**6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If

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additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.22 ISRAEL BOYCOTT:

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

SERIAL 16154-RFP**6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.**

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

SERIAL 16154-RFP**6.30 PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.36.1 Exhibit A, Pricing;

6.36.2 Exhibit B, Scope of Work;

6.36.3 Exhibit C Facilities Management Requirements

SERIAL 16154-RFP

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

SERIAL 16154-RFP

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

Question and Answers for Bid #16154-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

Overall Bid Questions

Question 1

Questions (Submitted: Jul 28, 2016 1:40:20 PM MST)

Answer

- No questions will be accepted through BidSync. All questions are to be submitted after Pre-proposal meeting on September 1, 2016. (Submitted: Jul 28, 2016 1:40:20 PM MST) (Answered: Jul 28, 2016 1:41:24 PM MST)

The Buy Line Blog

City Purchasing

U.S. COMMUNITIES: Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Prod 16154-RFP

August 4, 2016 by [purchadmin](#)

Click here to access [Request for Proposal 16154-RFP.pdf](#)

Bid Number **16154-RFP**

Bid Title **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD**

Bid Start Date **Aug 4, 2016 7:27:21 AM MST**

Bid End Date **Sep 22, 2016 2:00:00 PM MST**

Question & Answer End Date **Aug 5, 2016 7:00:00 AM MST**

Bid Contact **Steve Dahle, Strategic Team Manager**

602-506-3450

[**Sdahle@mail.maricopa.gov**](mailto:Sdahle@mail.maricopa.gov)

Pre-Bid Conference **Sep 1, 2016 9:00:00 AM MST**

Attendance is mandatory

Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. (DUE TO SPACE LIMITATIONS VENDORS LIMIT ATTENDANCE TO NO MORE THAN TWO (2) PEOPLE).

Description

Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states,

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local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein “Products and Services”). A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services. In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies..

NOTICE OF SOLICITATION SERIAL 16154-RFP

REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

Notice is hereby given sealed proposals will be received by the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on **September 22, 2016** for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Chief Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked “SERIAL 16154- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/procurement/> ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE

ACCEPTED BY THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DIRECT ALL INQUIRIES TO:

STEVE DHLE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3450
EMAIL: SDAHLE@mail.maricopa.gov

Filed Under: [16154-RFP, Bids & Proposals](#)

Janitorial Services for Seattle Public Utilities (SPU) 2700 Airport Way South Seattle, WA 98134, which includes Maintenance Building, Warehouse Purchasing Building and Meter Building, and three field restrooms located at Foy Pump Station; North East 145th Street and 5th Avenue North East, Bitterlake Pump Station; Linden Avenue North & North 143rd Street Dravis Street Pump Station; at West Dravis Street & 23rd Avenue West – ITB #SPU-Janitorial 72016

July 20, 2016 by [Julie Salinas](#)

Click here to access **[Invitation to Bid #SPU-Janitorial72016.docx](#)**

ITB Due Date & Time: 8/19/2016 at 4:00 p.m. PDT

Addendum Q&A: 8/1/2016

Mandatory Site Visit: 7/28/2016 at 3:00 p.m. PDT at 2700 Airport Way South, Seattle, WA 98134

Mandatory Site Visit Attendee List: 7/28/2016

City Buyer: [Sara Schutt](#), 206-684-0456

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SPU-Janitorial72016](#)

CLOSED-Tactical Electronics for Seattle Police Department, #ITB-POL743

July 19, 2016 by [Julie Salinas](#)

Click here to access [Invitation to Bid #POL-743.docx](#)

ITB Due Date & Time: 7/26/2016 at 4:00 p.m. PDT

Addendum Q&A: N/A

Optional Pre-Bid Conference/Site Visit: 7/20/2016 at 4:00 p.m. PDT at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: [Sara Schutt](#), 206-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [ITB #POL-743](#)

CLOSED-Individual Patrol Officer Kits (IPOK) #ITB-POL744

July 19, 2016 by [Julie Salinas](#)

Click here to access [Invitation to Bid #POL744.doc](#)

Bid Due Date & Time: 07/26/2016 at 2:00 p.m. PDT

Addendum Q&A: N/A

Optional Pre-Bid Conference: 7/20/2016 at 3:00 p.m. at 700 5th Avenue, Suite 4112

Pre-Bid Conference Attendees List: N/A

City Buyer: [Sara Schutt](#), 206-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #POL-744](#)

Central Library Exterior Window Cleaning RFP #SPL-2016

July 7, 2016 by [purchadmin](#)

Click here to access [Request for Proposal #SPL-2016.doc](#)

RFP Due Date & Time: 08/31/2016 at 3:00PM

Addendum Q &A: N/A

Mandatory Pre-Proposal Conference & Site Visit: 07/27/2016 at 8:30AM at the City of Seattle, Central Library, located at 1000 Fourth Avenue, Seattle, WA 98104-1109

Mandatory Pre-Proposal Conference Attendees List: N/A

City Buyer: David Stubblefield, 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [RFP #SPL-2016](#)

CLOSED – Phillips Heartstart, FR3, Automated External Defibrillator ITB #POL-742

July 7, 2016 by [purchadmin](#)

Click here to access [Invitation to Bid #POL-742.doc](#)

ITB Due Date & Time: 7/22/2016 at 2:00pm

[Addendum Q&A: 7/18/16](#)

Optional Pre-Bid Conference: 7/12/2016 at 3:00pm – 4:00pm at 700 5th Avenue, Suite 4112, Seattle, Room 4110.

Pre-Bid Conference Attendees List: N/A

City Buyer: [Sara Schutt](#), 206-684-0456

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #POL-742](#)

Fall Protection System Maintenance

& Training Services ITB #SCL-3612

July 1, 2016 by [PP](#)

Click here to access [Invitation to Bid #SCL-3612.doc](#)

ITB Due Date & Time: 08/09/2016 at 2:00 PM

[Addendum Q &A: 07/13/16](#)

Optional Pre-Bid Conference: 07/12/2016 at 10:00 AM. Pre-Bid conference to be held at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Conference Call Option Available

[Join Skype Meeting](#)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone

206-386-1200 (US) English (United States)

844-386-1200 (US) English (United States)

[Find a local number](#)

Conference ID: 403516

Pre-Bid Conference Attendees List: N/A

City Buyer: [Presley Palmer](#), 206-233-7158

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SCL-3612](#)

CLOSED – SCL Connectors, Wedge Taps, Stirrups, Wedge Slices ITB #SCL-3575

June 22, 2016 by [purchadmin](#)

[Click here to access **Invitation to Bid #SCL-3575.doc**](#)

ITB Due Date & Time: 07/22/16 at 2:00 PM

Addendum Q &A: N/A

Optional Pre-Bid Conference: 06/28/16 at 10:00 AM at 700 5th Avenue, Suite 4112, Seattle.

Pre-Bid Conference Attendees List: N/A

City Buyer: [Presley Palmer](#), 206-233-7158

Evaluation and Award Decisions

Status Update: Intent to Award

Status & Award List: [Bid Tab](#) and [Intent to Award Letter](#)

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SCL-3575](#)

CANCELLED-Governance, Risk and Compliance (GRC) Software and Implementation Services RFP #DIT-3604

May 26, 2016 by [purchadmin](#)

[Click here to access **Request for Proposal #DIT-3604.docx RFP CANCELLED**](#)

RFP Due Date & Time: 6/27/16 at 2:00 PM PST

Addendum Q&A: 06/24/2016 RFP CANCELLED

Optional Pre-Proposal Conference: 6/7/2016 at 10:00 AM at 700 5th Avenue, Suite 4112, Seattle, WA.

Click à [Join Skype Meeting](#) from your computer to join using your headset

or

Join by phone

206-386-1200 (US) English (United States)

844-386-1200 (US) English (United States)

Find a local number

Conference ID: 6336684

Forgot your dial-in PIN? | Help

Pre-Proposal Conference Attendees List: N/A

City Buyer: Presley Palmer, 206-233-7158

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [RFP #DIT-3604](#)

CLOSED-Bike Share Equipment and Operations Program RFP #TRN-3599

May 19, 2016 by [purchadmin](#)

[Click here to access Request for Proposal #TRN-3599.docx](#)

RFP Due Date & Time: Friday, July 15, 2016 at 3:00 p.m. PST

[Addendum Q&A: 07/12/2016](#)

[Pre-Proposal Conference Attendance: 06/01/2016](#)

Contact information for individuals interested in participating via Conference Call in the Optional Question and Answer session scheduled for **Friday, June 10, 2016 at 10:00AM (Pacific) is as follows:**

.....

[Join Skype Meeting](#)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone

206-386-1200 (US) English (United States)

844-386-1200 (US) English (United States)

[**Find a local number**](#)

Conference ID: 2091017

[Forgot your dial-in PIN? | Help](#)

City Buyer: **Liz Alzeer, 206-684-4535**

Evaluation and Award Decisions

Bids Received Log: 07/15/2016

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [RFP TRN#3599](#)

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[2](#)

[3](#)

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AFFIDAVIT OF PUBLICATION

IN THE MATTER OF Solicitation 16154-RFP

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date:	AUG 14 2016	# Pages:	1
Notary Name:	Patricia K. Reese First Judicial Circuit		
Doc. Description:	Affidavit of Publication		
		Date	
Notary Signature			



Barbara Suzuki being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

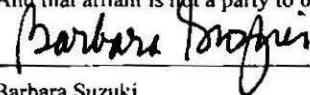
Hawaii Tribune-Herald 7 times on:

08/08, 08/09, 08/10, 08/11, 08/12, 08/13, 08/14/2016

West Hawaii Today 0 times on:

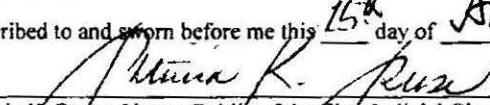
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.



Barbara Suzuki

Subscribed to and sworn before me this 15th day of August A.D. 2016



Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii

My commission expires: Oct 07, 2018

Ad # 0000901960

SP.NO.: _____ L.N. _____

Solicitation 16154-RFP

Maricopa County (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on September 22nd, 2016. Additional information may be found at:
<http://www.maricopa.gov/procurement/solicitation.aspx>.
(HTH901960 8/8, 8/9, 8/10, 8/11, 8/12, 8/13, 8/14/16)



AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS
U.S. Communities; Bid Location Jersey City, NJ, Hudson County; Due 09/22/2016 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

8/8/2016
8/17/2016

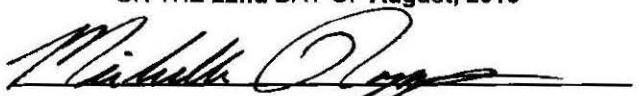
8/10/2016
8/19/2016

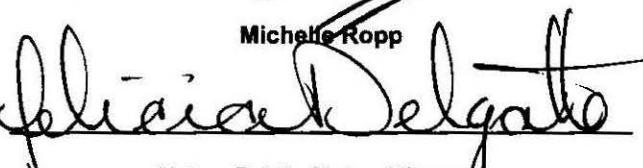
8/12/2016
8/22/2016

8/15/2016

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 22nd DAY OF August, 2016



Michelle Ropp


Felicia Marie Delgatto
Notary Public-State of Oregon



OFFICIAL STAMP
FELICIA MARIE DELGATTO
NOTARY PUBLIC - OREGON
COMMISSION NO. 934768
MY COMMISSION EXPIRES JANUARY 26, 2019

U.S. COMMUNITIES
MAINTENANCE, REPAIR, OPERATING
SUPPLIES, INDUSTRIAL SUPPLIES,
AND RELATED PRODUCTS
Proposals due 2:00pm
September 22, 2016
SOLICITATION 16154- RFP
REQUEST FOR PROPOSALS

Maricopa County (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on September 22nd, 2016. Additional information may be found at: <http://www.maricopa.gov/procurement/solicitation.aspx>.

Published Aug. 8, 10, 12, 15, 17, 19 & 22, 2016

11134989

Alexis Turner
U.S. Communities
109 Christopher Columbus Dr Apt 206
Jersey City, NJ 07302-8546

Order No.: 11134989
Client Reference No:

[< Back](#)

Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services

Disclaimer

Header

Reference Number	377977
Solicitation Number	16154
Organization Name	U.S. Communities
Source ID	PU.MU.USA.457357.C50448
Associated Components	Yes

Dates

Published	
Revised	
Closing	2016-09-22 02:00 PM Pacific Daylight Saving Time PDT

Details

Category	Construction Products
GSINS	
Region of Delivery	Canada
Region of Opportunity	Canada
Agreement Type	None
Tender Type	Request for Proposal (RFP)
Estimated Value	\$100,000,001 >
Solicitation Method	Open

Notice Description

Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter

into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services.

Contact(s)**Contracting Authority**

Name	Mary Pelfrey
Address	2999 Oak Road Suite 710
City	Walnut Creek
State / Province	CA
Country	United States
Postal Code	94597
Phone	704-564-0320
Fax	803-547-5361
Email	mpelfrey@uscommunities.org
Website URL	http://www.uscommunities.org

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Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Thursday, 08/04/2016

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services

Agency: U.S. Communities

Contract Number: 16154

Contract Term: Five (5) Years with Five one-year Extensions

Date of Issue: 08/05/2016

Due Date/Time: 09/22/2016 2:00 PM
Local Time

County(ies): All NYS counties

Classification: Facilities, Maintenance, Repair & Building Operations - *Commodities*

Opportunity Type: General

Entered By: Mary Pelfrey

Description: Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services.

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

Contact Information

Technical Contact: Maricopa County
Steve Dahle
320 West Lincoln Street
Phoenix, AZ 85003
United States
Ph: 602-506-3450
sdahle@mail.maricopa.gov

Primary contact: U.S. Communities
Operations
Alexis Turner
Solicitation Manager
109 CHRISTOPHER COLUMBUS DR, 206
JERSEY CITY, NJ 07302-8546
United States
Ph: 214-629-2056
aturner@uscommunities.org

Submit to contact: U.S. Communities
Operations
Alexis Turner
Solicitation Manager
109 CHRISTOPHER COLUMBUS DR
APT 206
JERSEY CITY, NJ 07302-8546
United States
Ph: 214-629-2056
aturner@uscommunities.org

Supporting document shown below:

The following supporting documents are available for download:

Document title	Description	Type
RFP 16154	RFP Document	pdf

To download these documents, please visit the New York State Contract Reporter website: <http://www.nyscr.ny.gov>

© 2016, Empire State Development <http://www.esd.ny.gov/>

Type: Bid
 Project Name: [MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD](#)
 Agency: [Maricopa County](#)
 Location: Phoenix, AZ 85003
 Level Of Government: County
 Submittal/Due Date: **9/22/2016 3:00 PM** Due in 48 days
 Pre-Bid Meeting Date: 9/1/2016 9:00 AM
 Agency Bid #: 16154-RFP
 Publication Date: 8/04/2016
 Last Updated Date: 8/04/2016
 Onvia Reference #: BID:24043977

[View Map](#)[Print This](#)[Send This](#)

[↓ Click here](#) to jump to additional information to help you qualify this opportunity

Specifications

Description: Bid #16154-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD
 Maricopa County, AZ 730 - Office of Procurement Services

Time left: 49 days, 2 hrs

Bid started: Aug 04, 2016 7:27:21 AM PDT

Bid ends: Sep 22, 2016 2:00:00 PM PDT

Pre-bid conference: Mandatory

Download Bid PacketAdd to My bids

DetailsDocumentsQ&APre-bid conferenceVendor adsPlanholder's list

Bid #16154-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

RFP Paper Bid Fee Waived

Time started: Aug 04, 2016 7:27:21 AM PDT

Bid contact: See contact information

Issuing agency: Maricopa County, AZSee other Bids by this agency

Issuing department: 730 - Office of Procurement Services See other Bids by this department

Description:

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

Digital Signature: Allowed (See approved certificate authorities)

Classification codes: [View classification codes](#)

Regions: Arizona, Maricopa
Vendor viewed report
Classifications
450-41 - Hardware and Related Items (not Otherwise Classified)Bid contacts
Contact name:Steve Dahle
Title:Strategic Team Manager
Department:730 - Office of Procurement Services
Phone:602-506-3450
Email:Sdahle@mail.maricopa.gov

Project Documents:

 DM74 17 7 16154-Attachment A P...	Compliance, Forms, & Other
 DM74 17 8 16154-Attachment A-1...	Compliance, Forms, & Other
 DM74 17 5 Packet for Bid 16154...	Specifications
 DM74 17 6 16154-Solicitation.d...	Specifications

Products and Services:

Primary: Industrial products, Operations and maintenance services, Electrical trades, Electrical maintenance, Building renovation services, Building maintenance services, HVAC trades, Fasteners, Cabinet and shelving building and installation, Rough carpentry, Security system installation
Also Contains: Mechanical power transmission supplies, Carpentry trades, Flooring trades, Glass and glazing trades, Fire alarm installation services, Lighting trades, Drywall trades, Renovation services, Landscape trades

Structure Types:

Churches, Educational facilities, Residential facilities, Rivers and streams

Agency Contact

Buyer: [**Steve Dahle**](#)
Buyer Job Title: Procurement Consultant
Buyer Department: Materials Management
Buyer Address: 301 W. Jefferson St.
Phoenix, Arizona 85003
Buyer Email: sdahle@mail.maricopa.gov
Buyer Phone: p: (602) 506-3450
Agency: [**Maricopa County**](#)
Owner Address: 301 W. Jefferson St.
Phoenix, Arizona 85003
Owner Phone: p: (602) 506-3011
Owner Website: <http://www.maricopa.gov>

Most Recent Awards: Maricopa County**AWARD TITLE: PALLET JACKS**

VENDOR: RAYMOND HANDLING SOLUTIONS, INC.

AWARD DATE:
07/22/16AWARD VALUE:
N/A**AWARD TITLE: OVERHEAD DOOR MAINTENA...**

VENDOR: D. H. PACE CO., INC.

AWARD DATE:
06/23/16AWARD VALUE:
N/A**AWARD TITLE: WEATHERIZATION SERVICE...**

VENDOR: FSL HOME IMPROVEMENTS INC

AWARD DATE:
06/14/16AWARD VALUE:
N/A[See more awards...](#)

Current Solicitations

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Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.

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- Office & School
- Specialty
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- [Go Green Program](#)
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Tractors, Mowing Equipment, Implements, and Parts and Services

RFP Documents:

[RFP 176221](#)

Lead Agency:

Cobb County, GA

Pre-Proposal Meeting: January 12, 2017

Responses due: January 26, 2017



Postings

Posting Information:

U.S. Communities: Current Solitcitations

Date Posted:

Dec 30th, 2016 – Jan 26th, 2017

Onvia/DemandStar

Dec 30th, 2016 – Jan 26th, 2017

Cobb County, GA

Dec 30th, 2016 – Jan 26th, 2017

Canadian MERX Public Tenders

Dec 30th, 2016 – Jan 26th, 2017

State of Hawaii and Oregon

Dec 30th, 2016 – Jan 26th, 2017

Oregon Association of Counties

Dec 30th, 2016 – Jan 26th, 2017

Paint and Paint Supplies

RFP Documents:

[RFP 170009](#)

[RFP 170009 Addendum 1](#)

Lead Agency:

Maricopa County, AZ

Q&A Period Ends: December 8, 2016

Responses due: December 22, 2016



Postings

Posting Information:

U.S. Communities: Current Solitcitations

Date Posted:

Nov 17th, 2016 – Dec 22nd, 2016

Onvia/DemandStar

Nov 17th, 2016 – Dec 22nd, 2016

Maricopa County, AZ

Nov 17th, 2016 – Dec 22nd, 2016

Canadian MERX Public Tenders

Nov 17th, 2016 – Dec 22nd, 2016

State of Hawaii and Oregon

Nov 17th, 2016 – Dec 22nd, 2016

Oregon Association of Counties

Nov 17th, 2016 – Dec 22nd, 2016

On-line Marketplace for the Purchases of Products and Services

RFP Documents:

[RFP R-TC-17006](#)

[RFP R-TC-17006 Addendum 1](#)

Prince William County Public Schools, VA



Q&A Period Ends: September 30, 2016

Responses due: October 14, 2016

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitations	Sept 14th, 2016 – Oct 14th, 2016
Onvia/DemandStar	Sept 14th, 2016 – Oct 14th, 2016
Prince William County Public Schools, VA	Sept 14th, 2016 – Oct 14th, 2016
Canadian MERX Public Tenders	Sept 14th, 2016 – Oct 14th, 2016
State of Hawaii and Oregon	Sept 14th, 2016 – Oct 14th, 2016
Oregon Association of Counties	Sept 14th, 2016 – Oct 14th, 2016

Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products and Services

Lead Agency:

Maricopa County, AZ



RFP Documents:

[RFP 16154](#)[RFP 16154 Addendum 1](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitations	Aug 4, 2016 – Sept 22, 2016
Onvia/DemandStar	Aug 4, 2016 – Sept 22, 2016
Maricopa County, AZ	Aug 4, 2016 – Sept 22, 2016
Canadian MERX Public Tenders	Aug 4, 2016 – Sept 22, 2016
State of Hawaii and Oregon	Aug 4, 2016 – Sept 22, 2016
Oregon Association of Counties	Aug 4, 2016 – Sept 22, 2016

Staffing Services and Related Services and Solutions

Lead Agency:

Maricopa County, AZ



Mandatory Pre-proposal conference: June 21, 2016

Questions Due: June 23, 2016

Responses Due: July 14, 2016

RFP Documents:

[RFP 16111](#)[RFP 16111 Addendum 1](#)[RFP 16111 Addendum 2](#)[RFP 16111 Addendum 3](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitations	May 19, 2016 – July 14, 2016
Onvia/DemandStar	May 19, 2016 – July 14, 2016
Maricopa County	May 19, 2016 – July 14, 2016
Canadian MERX Public Tenders	May 19, 2016 – July 14, 2016
State of Hawaii and Oregon	May 19, 2016 – July 14, 2016
Oregon Association of Counties	May 19, 2016 – July 14, 2016

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Solicitation ID: 33648
Customer Ref #: RFP #16154
Title: MRO, Industrial Supplies and Related Products
Contact: Steve dahle
Organization: Seattle, City of

Active Date: 8/5/2016
Inactive Date: 9/22/2016
Solicitation Type: RFP
Public: Yes
Estimated Value: 500,000,000

Vendor Details:

Company Name	DBAName	Status	Match Code	Main Contact	Email	Phone	City
NorWest Hydraulic & Pneumatic Inc.			Y	Jared Mira	jared@norwesthydraulic.com	(360) 354-3239	Lynden, WA

Vendor Summary:

Total Veteran Owned	0
Total Washington Small Business	0
Total Vendors	1

Solicitation 16154-RFP

**MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PROD**

Bid Designation: Public

Maricopa County

Bid 16154-RFP

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

Bid Number	16154-RFP
Bid Title	MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD
Bid Start Date	Aug 4, 2016 7:27:21 AM MST
Bid End Date	Sep 22, 2016 2:00:00 PM MST
Question & Answer End Date	Aug 5, 2016 7:00:00 AM MST
Bid Contact	Steve Dahle Strategic Team Manager 602-506-3450 Sdahle@mail.maricopa.gov
Pre-Bid Conference	Sep 1, 2016 9:00:00 AM MST Attendance is mandatory Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. (DUE TO SPACE LIMITATIONS VENDORS LIMIT ATTENDANCE TO NO MORE THAN TWO (2) PEOPLE).

Addendum # 1

New Documents	16154-QUESTIONS AND ANSWERS 09-08-16.docx 16154-Solicitation Addendum 1 09-08-16.doc 16154 PRE-PROPOSAL SIGN IN 09-01-16.pdf
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Removed Documents	16154-Solicitation.doc
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Changes were made to the following items:

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

Description

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services"). A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

Added on Sep 8, 2016:

Addendum #1(Dated 9/8/16) changes in sections 2.4.19, 5.1, 5.3, 5.3.2.1, 5.6 Pre-proposal attendance sign in sheet, questions and answers.

A SEPARATE PROPOSAL IS REQUIRED FOR EACH AREA YOU ARE PROPOSING FOR (RETAIL OR WHOLESALE).

Addendum # 1

Addendum #1(Dated 9/8/16) changes in sections 2.4.19, 5.1, 5.3, 5.3.2.1, 5.6 Pre-proposal attendance sign in sheet, questions and answers.

A SEPARATE PROPOSAL IS REQUIRED FOR EACH AREA YOU ARE PROPOSING FOR (RETAIL OR WHOLESALE).



NOTICE OF SOLICITATION

SERIAL 16154-RFP

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities)**

Notice is hereby given sealed proposals will be received by the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on September 22, 2016 for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Chief Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 16154- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/procurement/> ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DIRECT ALL INQUIRIES TO:

STEVE DHLE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3450
EMAIL: SDAHLE@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/procurement/solicitation.aspx>

Signature

Date

SERIAL 16154-RFP**TABLE OF CONTENTS****NOTICE****TABLE OF CONTENTS****SECTIONS:**

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- 2.0 SCOPE OF WORK
- 3.0 PROCUREMENT REQUIREMENTS
- 4.0 TERMS AND CONDITIONS
- 5.0 INSTRUCTIONS

ATTACHMENTS:

- ATTACHMENT A PRICING
- ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK
- ATTACHMENT B AGREEMENT/SIGNATURE PAGE
- ATTACHMENT C REFERENCES - PRODUCTS
- ATTACHMENT C-1 REFERENCES – SERVICES
- ATTACHMENT D RETAIL STORES AND WAREHOUSE LOCATIONS
- ATTACHMENT E U.S. COMMUNITIES INFORMATION AND REQUIREMENTS
 - SUPPLIER QUALIFICATIONS COMMITMENTS
 - U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS
 - SUPPLIER WORKSHEET
 - NEW SUPPLIER IMPLEMENTATION CHECKLIST
 - SUPPLIER INFORMATION

SERIAL 16154-RFP**EXHIBITS:**

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES
EXHIBIT 2	LETTER OF TRANSMITTAL SAMPLE
EXHIBIT 3	DRAFT CONTRACT
EXHIBIT 4	INSURANCE CERTIFICATE EXAMPLE
EXHIBIT 5	MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS
EXHIBIT 6	MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
EXHIBIT 7	U.S. COMMUNITIES ADMINISTRATION AGREEMENT
EXHIBIT 8	STATE NOTICE ADDENDUM
EXHIBIT 9	FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS
EXHIBIT 10	COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

**REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS
AND SERVICES (U.S. Communities)**

1.0 INTRODUCTION, BACKGROUND AND INTENT:

1.1 MASTER AGREEMENT

Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein “Products and Services”).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Respondents are to propose the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

1.3.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.3.2 Industrial Supplies and Related Services (Installation, Repair, and Renovation) – A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material

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handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons, hospitals and public agencies.

1.3.3 **Related Products and Services (Including Installation, Repair and Renovation Services)** – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

1.4 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Seattle, WA	City of Ocean City, NJ
Cobb County, GA	Onondaga County, NY
Denver Public Schools, CO	Port of Portland, OR

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Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA

Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.0 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Maricopa County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 6.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of products and services from existing U.S. Communities contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.5 INTENT:

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Responses shall be for MRO and Related Products and Services or Industrial and Related Products and Services. Suppliers are not required to respond to both categories.

Responses for only the Related Products and Services shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:**2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

SERIAL 16154-RFP**2.2 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):**

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may be offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.3 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

- 2.3.1 Any related products offered by Supplier.
- 2.3.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.
- 2.3.3 Services performed shall be non-structural in nature.
- 2.3.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.
- 2.3.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):
 - 2.3.5.1 Roofing, Gutters, Downspouts
 - 2.3.5.2 HVAC
 - 2.3.5.3 Plumbing
 - 2.3.5.4 Electrical
 - 2.3.5.5 Exterior decks, patios and porches
 - 2.3.5.6 Exterior Siding
 - 2.3.5.7 Windows, Doors
 - 2.3.5.8 Interior/Exterior Painting
 - 2.3.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
 - 2.3.5.10 ADA Improvements
- 2.3.6 These services may be required in the industrial environment and may be any of the following (non-inclusive):
 - 2.3.6.1 Hose Fabrication
 - 2.3.6.2 Hydraulic Repairs
 - 2.3.6.3 Gearbox Repairs
 - 2.3.6.4 Conveyor System Repairs
 - 2.3.6.5 Vulcanizing
 - 2.3.6.6 Rubber Fabrication
- 2.3.7 Services:
 - 2.3.7.1 As part of your Proposal response, detail your firm's program in offering services including:
 - 2.3.7.2 Providing and managing qualified contractors

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- 2.3.7.3 Budget management in keeping projects on budget
- 2.3.7.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.3.8 Service Providers (Labor):

- 2.3.8.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.3.8.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.3.8.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.3.8.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.3.8.4.1 National Employee Database
 - 2.3.8.4.2 SSN Verification
 - 2.3.8.4.3 National Criminal Database Check
 - 2.3.8.4.4 Two County Search
 - 2.3.8.4.5 Sex Offender Search
 - 2.3.8.4.6 Annual Review (National Criminal Database)
 - 2.3.8.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.3.8.4.8 Financial Background

- 2.3.8.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.4 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.4.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.4.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

SERIAL 16154-RFP**2.4.3 CATEGORY 3: HARDWARE**

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.4.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.4.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.4.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.4.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.4.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.4.9 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.4.10 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.4.11 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.4.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.4.13 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

SERIAL 16154-RFP**2.4.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS**

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.4.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.4.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.4.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.4.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, **ball bearings** rubber services, conveyor systems, and other industrial products and services.

2.5 PRODUCT ORDERING:

2.5.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.5.2 Products may be ordered by any of the following methods:

Internet

Will Call (Phone or FAX order)

POS (Point-of-sale)

2.6 PRODUCT PRICING:

2.6.1 Retail:

Pricing shall be a fixed percentage (%) off **marked price** at the POS; not a percent off **list**. The County will consider other retail pricing options (ex. Rebate on gross sales).

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2.6.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.4 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.8 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.9 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.9.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.9.2 All quotations shall be for a "not to exceed" amount.

2.9.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.10 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.11 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.11.1 Sales Dollars

2.11.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.11.3 Procurement card (MasterCard or Visa brand)

2.12 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.13 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.14 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

SERIAL 16154-RFP**2.15 DELIVERY, FREIGHT REQUIREMENTS:**

- 2.15.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.15.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.
- 2.15.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.15.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.15.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.15.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.15.6.1 Contract Serial number
 - 2.15.6.2 Contractor's name and address
 - 2.15.6.3 Participating Public Agency's name and address
 - 2.15.6.4 Participating Public Agency's purchase order number
 - 2.15.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:**3.1 SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at Phoenix, Arizona 85003.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the

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implementation schedule to be impacted by a personnel change on the part of the Contractor.

- 3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.
- 3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

- 3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - 3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 MAINTENANCE: (If required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.10 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to)

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the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.12 INVOICES AND PAYMENTS:

3.12.1 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.12.2 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.12.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.12.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.12.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.13 APPLICABLE TAXES:

3.13.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.13.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.13.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

SERIAL 16154-RFP**3.14 TAX: (SERVICES)**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.15 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.16 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:**4.1 DRAFT CONTRACT SEE EXHIBIT 3****5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)**

Bidders and Proposers are solely responsible for submitting bids, proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (ITN, RFP, ROQ, or any other solicitation notice).

Any bid, proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

5.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: AUGUST 4, 2016

Pre-Proposal Conference: SEPTEMBER 1, 2016

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will **not** be responded to prior to the Pre-Proposal Conference or after the (2) business day (**DUE 9-6-16 5:00 PM**) deadline has elapsed. All questions shall be e-mailed to sdahle@mail.maricopa.gov. Answers shall be posted to www.bidsync.com as an addendum.

Proposals Opening Date: SEPTEMBER 22, 2016

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **SEPTEMBER 22, 2016**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: NOVEMBER 7, 2016

Proposed Respondent presentations: (if required) NOVEMBER 14, 2016

Proposed selection and negotiation: NOVEMBER 28, 2016

Proposed Best & Final (if required) DECEMBER 5, 2016

Proposed award of Contract: JANUARY 12, 2017

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All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Steve Dahle, Strategic Procurement Officer, 602/506-3450
(sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS (ALL FLASH DRIVES SHALL BE LABELED WITH PROPOSERS NAME AND RFP NUMBER):
A SEPARATE PROPOSAL IS REQUIRED FOR EACH AREA YOU ARE PROPOSING FOR (RETAIL AND WHOLESALE).**

Respondents shall provide their proposals in accordance with Section 5.14 as follows:

- 5.3.1 Two (2) original hardcopy of all proposal documents.
- 5.3.2 Two (2) flash drive providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
 - 5.3.2.1 **Two flash drives with store sku/product listing and wholesale catalog in effective on September 22, 2016 and Environmental Product listing.**
- 5.3.3 Six (6) flash drives providing the entire proposal in PDF format only.
- 5.3.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

SERIAL 16154- RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

- 5.3.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

5.4 EXCEPTIONS TO THE SOLICITATION:

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The Respondent shall identify and list all exceptions taken to all sections of 16154-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 16154-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 16154-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

5.5 GENERAL CONTENT:

- 5.5.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 5.5.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.6 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type). **PAGE NUMBERS ARE REQUIRED ON ALL PAGES (BOTTOM CENTER).**

- 5.6.1 Table of Contents
- 5.6.2 Letter of Transmittal (Exhibit 2)
- 5.6.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 5.6.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.
- 5.6.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 5.6.6 Proposal exceptions
- 5.6.7 Redlined Contract (Exhibit 3 based on exceptions in section 5.6.6)
- 5.6.8 Attachment A (Pricing)
- 5.6.9 Attachment A-1, Pricing Analysis Workbook
- 5.6.10 Attachment B (Agreement Page)
- 5.6.11 Attachment C (References products)
- 5.6.12 Attachment C-1 (References Services)

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5.6.13 Attachment D RETAIL STORES AND WAREHOUSE LOCATIONS

5.6.14 Attachment E SUPPLIER WORKSHEET

5.6.15 Attachment E SUPPLIER INFORMATION

5.6.16 Exhibit 7 U.S. COMMUNITIES ADMINISTRATION AGREEMENT,
signed, unaltered

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed in descending or equal order of importance.

5.7.1 Firms Qualifications (Including responses to the U.S. Communities Attachment E and Exhibit 7)

5.7.2 Product lines and service proposed

5.7.3 Price

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NOTE 1: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

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ATTACHMENT A

PRICING

SEE EXCEL FILE 16154-ATTACHMENT A PRICING

SERIAL 16154-RFP

ATTACHMENT A-1

PRICING ANALYSIS WORKBOOK

SEE EXCEL FILE 16154-ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK

SERIAL 16154-RFP**ATTACHMENT B****AGREEMENT**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/procurement> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C PRODUCTS**RESPONDENT'S REFERENCES****RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

SERIAL 16154-RFP**ATTACHMENT C-1 SERVICES****RESPONDENT'S REFERENCES****RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

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4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

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ATTACHMENT D

RETAIL STORES AND WAREHOUSE LOCATIONS

VENDOR NAME:			WAREHOUSE LOCATIONS (CITY)
	QUANTITY OF RETAIL STORES IN THIS STATE	QUANTITY OF WHOLESALE WAREHOUSE(S) IN THIS STATE	
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			

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MICHIGAN				
MINNESOTA				
MISSISSIPPI				
MISSOURI				
MONTANA				
NEBRASKA				
NEVADA				
NEW HAMPSHIRE				
NEW JERSEY				
NEW MEXICO				
NEW YORK				
NORTH CAROLINA				
NORTH DAKOTA				
OHIO				
OKLAHOMA				
OREGON				
PENNSYLVANIA				
RHODE ISLAND				
SOUTH CAROLINA				
SOUTH DAKOTA				
TENNESSEE				
TEXAS				
UTAH				
VERMONT				
VIRGINIA				
WASHINGTON				
WEST VIRGINIA				
WISCONSIN				
WYOMING				

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ATTACHMENT E
U.S. COMMUNITIES INFORMATION AND REQUIREMENTS

SUPPLIER QUALIFICATIONS COMMITMENTS

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

SUPPLIER WORKSHEET

NEW SUPPLIER IMPLEMENTATION CHECKLIST

SUPPLIER INFORMATION

SUPPLIER QUALIFICATIONS COMMITMENTS**1.0 SUPPLIERS****1.1 Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

1.2 Corporate Commitment

- 1.2.1 The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- 1.2.2 Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- 1.2.3 Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- 1.2.4 Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- 1.2.5 Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- 1.2.6 Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- 1.2.7 Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- 1.2.8 Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

1.3 Pricing Commitment.

- 1.3.1 Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- 1.3.2 Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - 1.3.2.1 Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - 1.3.2.2 Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - 1.3.2.3 Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- 1.3.3 Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- 1.3.4 Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
 - 1.3.4.1 Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
 - 1.3.4.2 Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

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- 1.3.4.3 If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- 1.3.4.4 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- 1.3.4.5 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- 1.3.5 Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- 1.3.6 Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
 - 1.3.6.1 Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
 - 1.3.6.2 Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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1.3.6.3 Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

1.3.7 Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

1.3.7.1 A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

1.3.7.2 A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

1.3.7.3 A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

1.3.8 Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

1.3.9 Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

1.3.10 Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 7) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES _____ NO _____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES _____ *NO _____
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES _____ *NO _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES _____ NO _____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES _____ NO _____

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES _____ NO _____

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES _____ NO _____

I. Will your company commit to the following program implementation schedule?
YES _____ NO _____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES _____ NO _____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency Agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
Dedicated fax number		
4. Second Conference Call		Two Weeks
Set Contract Launch Date & Outline Kick Off Plan		
Establish WebEx Training Dates		
Review Contract Commitments		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate IT contact		Two Weeks
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Four Weeks

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Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

Proposer shall provide a written narrative of its understanding and acceptance of the Supplier Qualifications Commitments in Attachment E.

Company

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

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4. Provide annual sales for 2013, 2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Provide a list with contact information of your company's ten largest public agency customers.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____ .00 will be transitioned in year one.
 - b. \$_____ .00 will be transitioned in year two.
 - c. \$_____ .00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Attachment E, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0, Scope of Work. The primary objective is for each Supplier to provide a complete range of products so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State your company's return policies, restocking fees, and procedures for returning products.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services.

Services

1. Provide a description of the Services to be provided in Section 2.0, Scope of Work. The primary objective is for each Supplier to provide a complete range of services so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.
5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any product or service warranties.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

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4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, annual volume, and contract term date.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. If applicable, list products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)

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- n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
- o. WaterSense (water efficient fixtures, toilets, etc.)

4. If applicable, does your company have a chemicals policy? Do you restrict any chemicals of concern in your products beyond what is required by federal and state laws? Does your company label products that are on the California Prop 65 list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm?
5. Does your company label any products in your offering that are free of chemicals of concern, such as mercury, lead, PVC (vinyl), phthalates, flame retardants, neonic pesticides, etc. If yes, describe what you do in this area.
6. Does your company provide links to products' SDS/MSDS sheets and/or Health Product Declaration or Environmental Product Declaration Forms?
7. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
8. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

EXHIBIT 1**VENDOR REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at <https://www.bidsync.com>

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agencysupport@BidSync.com

SERIAL 16154-RFP**EXHIBIT 2****SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 16154-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

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EXHIBIT 3

DRAFT CONTRACT

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT

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EXHIBIT 4
INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ex accident)	\$
	ANY AUTO <input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	Hired AUTOS <input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DED <input type="checkbox"/>	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	Y / N	N / A			E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT 5**MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS****1.0 HOURS OF SERVICE:**

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

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- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
- 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is

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acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.

- 7.1 Company name, address and contact information
- 7.2 County bill-to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 Contract Serial Number or
- 7.5 County purchase order number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms:

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Only if applicable, contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 **CONTRACTOR EMPLOYEE BACKGROUND CHECK:**

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

EXHIBIT 6**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating

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Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

EXHIBIT 7**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guarantees with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

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(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising,

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marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-

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compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 **Indemnity**. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases

made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V**FEES & REPORTING**

5.1 **Administrative Fees**. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports**. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling

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in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI**MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

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6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 2999 Oak Road, Suite 710 Walnut Creek, California 94597 Attn: Program Manager Administration
-------------------	--

Supplier: _____

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements,

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whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

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ATTACHMENT A

MASTER AGREEMENT

(Maricopa County Master Agreement/Contract to be attached at time of award.)

ATTACHMENT BSALES REPORT FORMAT**Appendix B - US (Data Format)**

Sales Report Template																								
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount											
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50											
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64											
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05											
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79											
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00											
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00											
SALES REPORT DATA FORMAT																								
Column Name	Required	Data Type	Length	Example	Comment																			
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.																			
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below																			
Account No.	Optional	Text	25 max		Depends on supplier account no.																			
Agency Name	Yes	Text	255 max		Los Angeles County																			
Dept Name	Optional	Text	255 max		Purchasing Dept																			
Address	Yes	Text	255 max		Los Angeles																			
City	Yes	Text	255 max		Must be a valid City name																			
State	Yes	Text	2	CA																				
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code																			
Agency Type	Yes	Number	2	30	See Agency Type Table Below																			
Year	Yes	Number	4	2010																				
Qtr	Yes	Number	1	4																				
Month	Yes	Number	2	12	Two digit decimal point, no \$ sign or commas																			
Amount	Yes	Number	variable	45090.79																				
Agency Type Table																								
Agency Type ID	Agency Type Description																							
10	K-12																							
11	Community College																							
12	College and University																							
20	City																							
21	City Special District																							
22	Consolidated City/County																							
30	County																							
31	County Special District																							
40	Federal																							
41	Crown Corporations																							
50	Housing Authority																							
80	State Agency																							
81	Independent Special District																							
82	Non-Profit																							
84	Other																							

EXHIBIT 8**STATE NOTICE ADDENDUM**

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:**State of Oregon, State of Hawaii, State of Washington**

State: HI	
Account Type: HI Counties, Cities, Colleges	
Hawaii County	Hilo
Honolulu County	Holualoa
Kauai County	Honaunau
Maui County	Honokaa
Kalawao County	Honolulu
Aiea	Honomu
Anahola	Hoolehua
Barbers Point N A S	Kaaawa
Camp H M Smith	Kahuku
Captain Cook	Kahului
Elele	Kailua
Ewa Beach	Kailua Kona
Fort Shafter	Kalaheo
Haiku	Kalaupapa
Hakalau	Kamuela
Haleiwa	Kaneohe
Hana	Kapaa
Hanalei	Kapaau
Hanamaulu	Kapolei
Hanapepe	Kaumakani
Hauula	Kaunakakai
Hawaii National Park	Kawela Bay
Hawaiian Ocean View	Keaau
Hawi	Kealakekua
Hickam AFB	Kealia
	Keauhou
	Kekaha
	Kihei
	Kilauea
	Koloa

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Kualapuu	Puunene
Kula	Schofield Barracks
Kunia	Tripler Army Medical Center
Kurtistown	Volcano
Lahaina	Wahiawa
Laie	Waialua
Lanai City	Waianae
Laupahoehoe	Waikoloa
Lawai	Wailuku
Lihue	Waimanalo
M C B H Kaneohe Bay	Waimea
Makawao	Waipahu
Makaweli	Wake Island
Maunaloa	Wheeler Army Airfield
Mililani	Brigham Young University - Hawaii
Mountain View	Chaminade University of Honolulu
Naalehu	Hawaii Business College
Ninole	Hawaii Pacific University
Ocean View	Hawaii Technology Institute
Ookala	Heald College - Honolulu
Paauhau	Remington College - Honolulu Campus
Paauilo	University of Phoenix - Hawaii Campus
Pahala	Hawaii Community College
Pahoa	Honolulu Community College
Paia	Kapiolani Community College
Papaaloa	Kauai Community College
Papaikou	Leeward Community College
Pearl City	Maui Community College
Pearl Harbor	University of Hawaii at Hilo
Pepeekeo	University of Hawaii at Manoa
Princeville	Windward Community College
Pukalani	

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Malama Honua Public Charter School	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
ST JOHN THE BAPTIST	BUILDING INDUSTRY ASSOCIATION OF HAWAII
Waimanalo Elementary and Intermediate School	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
Kailua High School	
PACIFIC BUDDHIST ACADEMY	LANAKILA REHABILITATION CENTER INC.
HAWAII TECHNOLOGY ACADEMY	POLYNESIAN CULTURAL CENTER
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
MARYKNOLL SCHOOL	BISHOP MUSEUM
ISLAND SCHOOL	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
STATE OF HAWAII, DEPT. OF EDUCATION	ASSOSIATION OF OWNERS OF KUKUI PLAZA
KE KULA O S. M. KAMAKAU	MAUI ECONOMIC DEVELOPMENT BOARD
KAMEHAMEHA SCHOOLS	NETWORK ENTERPRISES, INC.
HANAHAU`OLI SCHOOL	HONOLULU HABITAT FOR HUMANITY
KIHEI CHARTER SCHOOL	ALOHACARE
EMMANUAL LUTHERAN SCHOOL	ORI ANUENUE HALE, INC.
School Lunch Program	IUPAT, DISTRICT COUNCIL 50
Our Savior Lutheran School	GOODWILL INDUSTRIES OF HAWAII, INC.
BOARD OF WATER SUPPLY	HAROLD K.L. CASTLE FOUNDATION
MAUI COUNTY COUNCIL	MAUI ECONOMIC OPPORTUNITY, INC.
Kauai County Council	EAH, INC.
Honolulu Fire Department	PARTNERS IN DEVELOPMENT FOUNDATION
COUNTY OF MAUI	HABITAT FOR HUMANITY MAUI
Lanai Community Health Center	W. M. KECK OBSERVATORY
Maui High Band Booster Club	HAWAII EMPLOYERS COUNCIL
Kumulani Chapel	HAWAII STATE FCU
Naalehu Assembly of God	MAUI COUNTY FCU
outrigger canoe club	PUNAHOU SCHOOL
One Kalakaua	YMCA OF HONOLULU
Native Hawaiian Hospitality Association	EASTER SEALS HAWAII
St. Theresa School	AMERICAN LUNG ASSOCIATION
Hawaii Peace and Justice	Pohaha I Ka Lani
Kauai Youth Basketball Association	Hawaii Area Committee
NA HALE O MAUI	Tri-Isle RC&D
LEEWARD HABITAT FOR HUMANITY	Lanai Federal Credit Union
WAIANAE COMMUNITY OUTREACH	
NA LEI ALOHA FOUNDATION	

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Aloha United Way	Hawaii Information Consortium
READ TO ME INTERNATIONAL FOUNDATION	Leeward Community Church
MAUI FAMILY YMCA	E Malama In Keiki O Lanai
WAILUKU FEDERAL CREDIT UNION	Keawala'i Congregational Church
ST. THERESA CHURCH	Lanai Community Hospital
HALE MAHAOLU	
West Maui Community Federal Credit Union	Angels at Play Preschool & Kindergarten
Hawaii Island Humane Society	Queen Emma Gardens AAO
Western Pacific Fisheries Council	Honolulu Community College
Kama'aina Care Inc	COLLEGE OF THE MARSHALL ISLANDS
International Archaeological Research Institute, Inc.	DOT Airports Division Hilo International Airport
Community Empowerment Resources	Judiciary - State of Hawaii
Tutu and Me Traveling Preschool	ADMIN. SERVICES OFFICE
First United Methodist Church	SOH- JUDICIARY CONTRACTS AND PURCH
AOAO Royal Capitol Plaza	STATE DEPARTMENT OF DEFENSE
Kumpang Lanai	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
Child and Family Service	HAWAII HEALTH SYSTEMS CORPORATION
MARINE SURF WAIKIKI, INC.	HAWAII AGRICULTURE RESEARCH CENTER
Hawaii Health Connector	STATE OF HAWAII
Hawaii Carpenters Market Recovery Program Fund	Third Judicial Circuit - State of Hawaii
Puu Heleakala Community Association	Office of the Governor
Saint Louis School	CITY AND COUNTY OF HONOLULU
Kailua Racquet Club, Ltd.	Lanai Youth Center
Homewise Inc.	US Navy
Hawaii Baptist Academy	Defense Information System Agency
Kroc Center Hawaii	84th Engineer Battalion
Kupu	Department of Veterans Affairs
University of the Nations	Central School District 13J (Polk County, Oregon)
ARGOSY UNIVERSITY	Milton-Freewater Unified School District No 7
HAWAII PACIFIC UNIVERSITY	Ontario School District 8C
UNIVERSITY OF HAWAII AT MANOA	Warrenton Hammond School
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	Columbia Academy
BRIGHAM YOUNG UNIVERSITY - HAWAII	VALLEY CATHOLIC SCHL
University Clinical Research and Association	CROOK COUNTY SCHOOL DISTRICT
CHAMINADE UNIVERSITY OF HONOLULU	CORBETT SCHL DIST #39
Ricoh	Trinity Lutheran Church and School

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Bethel School District #52	BANKS SCHOOL DISTRICT
Ppmc Education Committee	WILLAMETTE EDUCATION SERVICE
Stayton Christian School	DISTRICT
South Columbia Family School	BAKER COUNTY SCHOOL DIST. 16J -
Sunrise Preschool	MALHEUR ESD
St. Therese Parish/School	HARNEY EDUCATION SERVICE DISTRICT
Portland YouthBuilders	GREATER ALBANY PUBLIC SCHOOL
Wallowa County ESD	DISTRICT
Fern Ridge School District 28J	LAKE OSWEGO SCHOOL DISTRICT 7J
Knova Learning	SOUTHERN OREGON EDUCATION
New Horizon Christian School	SERVICE DISTRICT
MOLALLA RIVER ACADEMY	SILVER FALLS SCHOOL DISTRICT
HIGH DESERT EDUCATION SERVICE	St Helens School District
DISTRICT	DAYTON SCHOOL DISTRICT NO.8
SOUTHWEST CHARTER SCHOOL	Amity School District 4-J
WHITEAKER MONTESSORI SCHOOL	SCAPPOOSE SCHOOL DISTRICT 1J
CASCADES ACADEMY OF CENTRAL	REEDSPORT SCHOOL DISTRICT
OREGON	FOREST GROVE SCHOOL DISTRICT
NEAH-KAH-NIE DISTRICT NO.56	DAVID DOUGLAS SCHOOL DISTRICT
INTER MOUNTAIN ESD	LOWELL SCHOOL DISTRICT NO.71
STANFIELD SCHOOL DISTRICT	TIGARD-TUALATIN SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT	SHERWOOD SCHOOL DISTRICT 88J
CASCADE SCHOOL DISTRICT	RAINIER SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29	NORTH CLACKAMAS SCHOOL DISTRICT
hillsboro school district	MONROE SCHOOL DISTRICT NO.1J
GASTON SCHOOL DISTRICT 511J	CHILDPEACE MONTESSORI
BEAVERTON SCHOOL DISTRICT	HEAD START OF LANE COUNTY
COUNTY OF YAMHILL SCHOOL DISTRICT	HARNEY COUNTY SCHOOL DIST. NO.3
29	NESTUCCA VALLEY SCHOOL DISTRICT
WILLAMINA SCHOOL DISTRICT	NO.101
MCMINNVILLE SCHOOL DISTRICT NO.40	ARCHBISHOP FRANCIS NORBERT
Sheridan School District 48J	BLANCHET SCHOOL
THE CATLIN GABEL SCHOOL	LEBANON COMMUNITY SCHOOLS NO.9
NORTH WASCO CTY SCHOOL DISTRICT	MT.SCOTT LEARNING CENTERS
21 - CHENOWITH	SEVEN PEAKS SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	DE LA SALLE N CATHOLIC HS
CANYONVILLE CHRISTIAN ACADEMY	MULTISENSORY LEARNING ACADEMY
OUR LADY OF THE LAKE SCHOOL	MITCH CHARTER SCHOOL
NYSSA SCHOOL DISTRICT NO. 26	REALMS CHARTER SCHOOL
ARLINGTON SCHOOL DISTRICT NO. 3	BAKER SCHOOL DISTRICT 5-J
LIVINGSTONE ADVENTIST ACADEMY	PHILOMATH SCHOOL DISTRICT
Santiam Canyon SD 129J	CLACKAMAS EDUCATION SERVICE
WEST HILLS COMMUNITY CHURCH	DISTRICT

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CANBY SCHOOL DISTRICT	CULVER SCHOOL DISTRICT NO.
OREGON TRAIL SCHOOL DISTRICT NO.46	JEFFERSON COUNTY SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT	509-J
MOLALLA RIVER SCHOOL DISTRICT NO.35	GRANTS PASS SCHOOL DISTRICT 7
ESTACADA SCHOOL DISTRICT NO.108	LOST RIVER JR/SR HIGH SCHOOL
GLADSTONE SCHOOL DISTRICT	KLAMATH FALLS CITY SCHOOLS
ASTORIA SCHOOL DISTRICT 1C	LANE COUNTY SCHOOL DISTRICT 4J
SEASIDE SCHOOL DISTRICT 10	SPRINGFIELD SCHOOL DISTRICT NO.19
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	CRESWELL SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J	SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH COAST EDUCATION SERVICE DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
COOS BAY SCHOOL DISTRICT NO.9	SIUSLAW SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
NORTH BEND SCHOOL DISTRICT 13	LINN CO. SCHOOL DIST. 95C - SCIO SD
COQUILLE SCHOOL DISTRICT 8	ONTARIO MIDDLE SCHOOL
MYRTLE POINT SCHOOL DISTRICT NO.41	GERVAIS SCHOOL DIST. #1
BANDON SCHOOL DISTRICT	NORTH SANTIAM SCHOOL DISTRICT 29J
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	JEFFERSON SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT	SALEM-KEIZER PUBLIC SCHOOLS
DESCHUTES COUNTY SD NO.6 - SISTERS SD	MT. ANGEL SCHOOL DISTRICT NO.91
DOUGLAS EDUCATION SERVICE DISTRICT	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
ROSEBURG PUBLIC SCHOOLS	MORROW COUNTY SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12	MULTNOMAH EDUCATION SERVICE DISTRICT
SOUTH UMPQUA SCHOOL DISTRICT #19	GRESHAM-BARLOW SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	DALLAS SCHOOL DISTRICT NO. 2
ELKTON SCHOOL DISTRICT NO.34	CENTRAL SCHOOL DISTRICT 13J
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Mary Catholic School
HOOD RIVER COUNTY SCHOOL DISTRICT	CROSSROADS CHRISTIAN SCHOOL
PHOENIX-TALENT SCHOOL DISTRICT NO.4	ST. ANTHONY SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6	Pedee School
JACKSON CO SCHOOL DIST NO.9	HERITAGE CHRISTIAN SCHOOL
ROGUE RIVER SCHOOL DISTRICT NO.35	BEND-LA PINE SCHOOL DISTRICT
MEDFORD SCHOOL DISTRICT 549C	GLENDALE SCHOOL DISTRICT
	LINCOLN COUNTY SCHOOL DISTRICT
	PORTLAND PUBLIC SCHOOLS
	REYNOLDS SCHOOL DISTRICT
	CENTENNIAL SCHOOL DISTRICT
	NOBEL LEARNING COMMUNITIES
	St. Stephen's Academy
	McMinnville Adventist Christian School
	Salem-Keizer 24J

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McKay High School
Pine Eagle Charter School
Waldo Middle School
OAKLAND SCHOOL DISTRICT 001
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Madeleine School
Union School District
Helix School District
Riddle School District
Molalla River School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
LUCKIAMUTE VALLEY CHARTER
SCHOOLS
Deer Creek Elementary School
Yamhill Carlton School District
HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
HOSANNA CHRISTIAN SCHL
ABIQUA SCHL
Salem keizar school district
Athena Weston School District 29RJ
Butte Falls School District
Bend International School
Imbler School District #11
monument school
PENDLETON SCHOOL DISTRICT #16R
Ohara Catholic School
Reynolds High School
St. Paul School District
Sabin-Schellenberg Technical Center
St Paul Parish School
Joseph School District
EagleRidge High School
Grant Community School
Hope chinese charter
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Springfield Public Schools
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
Lake Oswego Montessori School
North Powder Charter School
Siletz Valley School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School
GILLIAM COUNTY OREGON
UMATILLA COUNTY, OREGON
DOUGLAS ELECTRIC COOPERATIVE, INC.
MULTNOMAH LAW LIBRARY
clackamas county

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CLATSOP COUNTY	Multnomah County Dept of County
COLUMBIA COUNTY, OREGON	Assets
coos county	Wheeler County
CROOK COUNTY ROAD DEPARTMENT	Resource Connections of Oregon
CURRY COUNTY OREGON	Lane County Sheriff's Office
DESCHUTES COUNTY	Clatsop County Sheriff's Office
GILLIAM COUNTY	Harney County Community Corrections
GRANT COUNTY, OREGON	Clackamas County Juvenile Dept
HARNEY COUNTY SHERIFFS OFFICE	Columbia Basin Care Facility
HOOD RIVER COUNTY	City of Seaside Police Department
jackson county	Tamarack Aquatic Center
josephine county	Seven Feathers Casino
klamath county	Oliver P Lent PTA
LANE COUNTY	Willamette Valley Rehab Center
LINN COUNTY	St Paul Baptist Church
MARION COUNTY , SALEM, OREGON	Long Tom Watershed Council
MULTNOMAH COUNTY	San Martin Deporres Catholic Church
SHERMAN COUNTY	Portland Parks Foundation
WASCO COUNTY	Sweet Home United Methodist Church
YAMHILL COUNTY	Cedar Hills Baptist Church
WALLOWA COUNTY	Good Samaritan Ministries
ASSOCIATION OF OREGON COUNTIES	Unitarian Universalist Church in Eugene
NAMI LANE COUNTY	Emmanuel Bible Church
BENTON COUNTY	La Pine Chamber of Commerce
DOUGLAS COUNTY	Klamath Siskiyou Wildlands Center
JEFFERSON COUNTY	Farmworkers Housing Development
LAKE COUNTY	Corporation
LINCOLN COUNTY	World Forestry Center
POLK COUNTY	Oregon Farm Bureau
UNION COUNTY	Mt Emily Safe Center
WASHINGTON COUNTY	Salem First Presbyterian Church
MORROW COUNTY	Rolling Hills Baptist Church
Mckenzie Personnel Services	Baker Elks
Washington County Facilities & Park Services	Gates Community Church of Christ
Multnomah County Department of Community Justice	PIP Corps LLC
NORCOR Juvenile Detention	Turtle Ridge Wildlife Center
Tillamook County Estuary	Grande Ronde Model Watershed Foundation
Job Council	Western Environmental Law Center
BAKER CNTY GOVT	Oregon District 7 Little League
TILLAMOOK CNTY	Mercy Flights, Inc.
	Metropolitan Contractor Improvement Partnership

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The Christian Church of Hillsboro	ALZHEIMERS NETWORK OF OREGON
Oregonb	NATIONAL WILD TURKEY FEDERATION
Congregation Neveh Shalom	TILLAMOOK ESTUARIES PARTNERSHIP
My Fathers House	LIFEWORKS NW
Step Forward Activities Inc	Independent Development Enterprise Alliance
HHoly Trinity Greek Orthodox Cathedral	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MECOP Inc.	HALFWAY HOUSE SERVICES, INC.
Workforce Northwest Inc	REDMOND PROFICIENCY ACADEMY
Lane Arts Council	OHSU FOUNDATION
Intergral Youth Services	SHELTERCARE
Children Center At Trinity	PRINGLE CREEK SUSTAINABLE LIVING CENTER
Beaverton Christians Church	PACIFIC INSTITUTES FOR RESEARCH
Oregon Humanities	Mental Health for Children, Inc.
St. Pius X School	The Dreaming Zebra Foundation
Community Connection of Northeast	LAUREL HILL CENTER
Oregon, Inc.	THE OREGON COMMUNITY FOUNDATION
St Mark Presbyterian Church	OCHIN
Living Opportunities, Inc.	WE CARE OREGON
Coos Art Museum	SE WORKS
OETC	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
Blanchet House of Hospitality	OMNIMEDIX INSTITUTE
Garten Services Inc	PORTLAND BUSINESS ALLIANCE
Merchants Exchange of Portland,	GATEWAY TO COLLEGE NATIONAL NETWORK
Oregon	FOUNDATIONS FOR A BETTER OREGON
Coalition for a Livable Future	GOAL ONE COALITION
West Salem United Methodist	ATHENA LIBRARY FRIENDS ASSOCIATION
Central Oregon Visitors Association	Coastal Family Health Center
Soroptimist International of Gold Beach,	CENTER FOR COMMUNITY CHANGE
OR	STAND FOR CHILDREN
Real Life Christian Church	ST. VINCENT DEPAUL OF LANE COUNTY
Dayton Christian Church	EAST SIDE FOURSQUARE CHURCH
Delphian School	CORVALLIS MOUNTAIN RESCUE UNIT
AVON	InventSuccess
EPUD-Emerald People's Utility District	SHERIDAN JAPANESE SCHOOL FOUNDATION
Human Solutions, Inc.	
The Wallace Medical Concern	
Boys & Girls Club of Salem, Marion &	
Polk Counties	
The Ross Ragland Theater and Cultural	
Center	
Cascade Health Solutions	
Umpqua Community Health Center	

SERIAL 16154-RFP

The Blosser Center for Dyslexia
Resources
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN
COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE
DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS
AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY
SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-
GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY
YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND
INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy

GEN CONF OF SDA CHURCH WESTERN
OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND
SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT
APPRENTICESHIP & TRAINING
COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
ROGUE FEDERAL CREDIT UNION
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENNONITE
BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE
NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY
COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH

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WOODBURN AREA CHAMBER OF COMMERCE	ADDICTIONS RECOVERY CENTER, INC
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	METRO HOME SAFETY REPAIR PROGRAM
CITY BIBLE CHURCH	OREGON SUPPORTED LIVING PROGRAM
OREGON LIONS SIGHT & HEARING FOUNDATION	SOUTH COAST HOSPICE, INC.
PORTLAND WOMENS CRISIS LINE	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
THE SALVATION ARMY - CASCADE DIVISION	The International School
WILLAMETTE FAMILY WHITE BIRD CLINIC	REBUILDING TOGETHER - PORTLAND INC.
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	PENDLETON ACADEMIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	PACIFIC FISHERY MANAGEMENT COUNCIL
HOUSING NORTHWEST	DOGS FOR THE DEAF, INC.
OREGON ENVIRONMENTAL COUNCIL	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
MEALS ON WHEELS PEOPLE, INC.	EMMAUS CHRISTIAN SCHOOL
FAITH CENTER	DELIGHT VALLEY CHURCH OF CHRIST
Bob Belloni Ranch, Inc.	SAINT CATHERINE OF SIENA CHURCH
GOOD SHEPHERD COMMUNITIES	PORT CITY DEVELOPMENT CENTER
SACRED HEART CATHOLIC DAUGHTERS	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
HELP NOW! ADVOCACY CENTER	CENTRAL CITY CONCERN
TENAS ILLAHEE CHILDCARE CENTER	CANBY FOURSQUARE CHURCH
SUNRISE ENTERPRISES	EMERALD PUD
LOOKING GLASS YOUTH AND FAMILY SERVICES	VERMONT HILLS FAMILY LIFE CENTER
SERENITY LANE	BENTON HOSPICE SERVICE
EAST HILL CHURCH	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
LA GRANDE UNITED METHODIST CHURCH	COMMUNITY CANCER CENTER
COAST REHABILITATION SERVICES	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
Edwards Center Inc	CASCADIA BEHAVIORAL HEALTHCARE
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	WILD SALMON CENTER
NEW HOPE COMMUNITY CHURCH	BROAD BASE PROGRAMS INC.
KLAMATH HOUSING AUTHORITY	SUNNYSIDE FOURSQUARE CHURCH
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	TRAINING EMPLOYMENT CONSORTIUM
SPONSORS, INC.	RELEVANT LIFE CHURCH
COLUMBIA COMMUNITY MENTAL HEALTH	211INFO
	SONRISE CHURCH
	LIVING WAY FELLOWSHIP
	Women's Safety & Resource Center
	SEXUAL ASSAULT RESOURCE CENTER

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IRCO	THE EARLY EDUCATION PROGRAM, INC.
NORTHWEST YOUTH CORPS	MACDONALD CENTER
TILLAMOOK CNTY WOMENS CRISIS CENTER	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SECURITY FIRST CHILD DEVELOPMENT CENTER	SELF ENHANCEMENT INC.
CLASSROOM LAW PROJECT	FRIENDS OF THE CHILDREN
YOUTH GUIDANCE ASSOC.	SOUTH LANE FAMILY NURSERY DBA
PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND	FAMILY RELIEF NURSE
ELMIRA CHURCH OF CHRIST	COMMUNITY VETERINARY CENTER
JASPER MOUNTAIN	PORTLAND SCHOOLS FOUNDATION
ACUMENTRA HEALTH	SUSTAINABLE NORTHWEST
WORKSYSTEMS INC	OREGON DEATH WITH DIGNITY
COVENANT CHRISTIAN HOOD RIVER	BIRCH COMMUNITY SERVICES, INC.
OREGON DONOR PROGRAM	BAY AREA FIRST STEP, INC.
NAMI OREGON	OSLC COMMUNITY PROGRAMS
OLIVET BAPTIST CHURCH	EN AVANT, INC.
SILVERTON AREA COMMUNITY AID	ASHLAND COMMUNITY HOSPITAL
CONFEDERATED TRIBES OF GRAND RONDE	NORTHWEST ENERGY EFFICIENCY ALLIANCE
NEIGHBORIMPACT	BONNEVILLE ENVIRONMENTAL FOUNDATION
CATHOLIC COMMUNITY SERVICES	SUMMIT VIEW COVENANT CHURCH
NEW AVENUES FOR YOUTH INC	SALMON-SAFE INC.
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	BETHEL CHURCH OF GOD
DECISION SCIENCE RESEARCH INSTITUTE, INC.	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
WESTERN STATES CENTER	SAINT ANDREW NATIVITY SCHOOL
HIV ALLIANCE, INC	BARLOW YOUTH FOOTBALL
PARTNERSHIPS IN COMMUNITY LIVING, INC.	SPOTLIGHT THEATRE OF PLEASANT HILL
FANCONI ANEMIA RESEARCH FUND INC.	FAMILIES FIRST OF GRANT COUNTY, INC.
BLIND ENTERPRISES OF OREGON	TOUCHSTONE PARENT ORGANIZATION
OREGON BALLET THEATRE	CANCER CARE RESOURCES
SMART	CASCADIA REGION GREEN BUILDING COUNCIL
All God's Children International	SHERMAN DEVELOPMENT LEAGUE, INC.
FARMWORKER HOISING DEV CORP	SCIENCEWORKS
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	WORD OF LIFE COMMUNITY CHURCH
REGIONAL ARTS AND CULTURE COUNCIL	SOCIAL VENTURE PARTNERS PORTLAND
	OREGON PROGRESS FORUM
	CENTER FOR RESEARCH TO PRACTICE
	WESTERN RIVERS CONSERVANCY

SERIAL 16154-RFP

UNITED WAY OF THE COLUMBIA	Lincoln City Chamber of Commerce
WILLAMETTE	DrupalCon Inc., DBA Drupal Association
EUGENE BALLET COMPANY	Albany Partnership for Housing and Community Development
EAST WEST MINISTRIES INTERNATIONAL	SEED OF FAITH MINISTRIES
SISKIYOU INITIATIVE	Hermiston Christian Center & School
EDUCATIONAL POLICY IMPROVEMENT CENTER	SALEM FREE CLINICS
North Pacific District of Foursquare Churches	Dress for Success Oregon
CATHOLIC CHARITIES	Beaverton Rock Creek Foursquare Church
FIRST CHURCH OF THE NAZARENE	St Paul Catholic Church
WESTSIDE BAPTIST CHURCH	St Mary's Catholic School and Parish
Housing Development Center	Polk Soil and Water Conservation District
Hoodview Christian Church	Street Ministry
Little Promises Children's Program	La Grande Church of the Nazarene
UNION GOSPEL MISSION	Spruce Villa, Inc.
GRACE BAPTIST CHURCH	OREGON SCHOOL BOARDS ASSOCIATION
COMMUNITY ACTION ORGANIZATION	House of Prayer for All Nations
OUTSIDE IN	Sacred Heart Catholic Church
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	African American Health Coaliton, Inc.
ELAW	Happy Canyon Company
COMMUNITY HEALTH CENTER, INC	Village Home Education Resource Center
Greater Portland INC	Monet's Children's Circle
Eugene Builders Exchange	Cascade Housing Association
Boys & Girls Club of Corvallis	Dayspring Fellowship
Southeast Uplift Neighborhood Coalition	Northwest Habitat Institute
First United Presbyterian Church	Winding Waters Medical Clinic
PDX Wildlife	First Baptist Church
Friends of the Opera House	The Nature Conservancy, Willamette Valley Field Office
Jackson-Josephine 4-C Council	Serenity Lane Health Services
North Coast Family Fellowship	Portland Community Reinvestment Initiatives, Inc.
P E C I	GeerCrest Farm & Historical Society
Childsworld Learning Center	College United Methodist Church
Portland Schools Alliance	The Collins Foundation
New Artists Performing Arts Productions, Inc.	Prince of Peace Lutheran Church & School
Relief Nursery	NEDCO
St. Mary's Episcopal Church	Salem Evangelical Church
Viking Sal Senior Center	
Boys and Girls Club of the rogue valley	

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Wild Lilac Child Development
Community
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Jesus Prayer Book
Coalition Of Community Health
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE
COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholich Church
Access Inc
Community Learning Center
Old Mill Center for Children and
Families
Sunny Oaks Inc
Hospice Center Bend La Pine
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
CARE OREGON
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Solid Rock
West Chehalem Friends Church
Guide Dogs For The Blind
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian &
Missionary Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN

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FAIR SHARE RESEARCH AND EDUCATION FUND	Muddy Creek Charter School
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	A FAMILY FOR EVERY CHILD
First Baptist Church of Enterprise	1000 FRIENDS OF OREGON
The Canby Center	OREGON PEDIATRIC SOCIETY
Instituto de Cultura y Arte In Xochitl In Cuicatl	NONPROFIT ASSOCIATION OF OREGON
OSLC COMMUNITY PROGRAMS OCP	LUKE DORF INC
Oregon Nikkei Endowment	FAMILY CARE INC
Eastern Oregon Alcoholism Foundation	MEDICAL TEAMS INTL
Grantmakers for Education	Clean Slate Canine Rescue & Rehabilitation
The Spiral Gallery	St. Martins Episcopal church
The ALS Association Oregon and SW Washington Chapter	Food for Lane County
Children's Relief Nursery	Clatsop Behavioral Healthcare
Home Builders	columbia gorge discovery center and museum
New Life Baptist Church	NAMI of Washington County
Florence United Methodist Church	The Dalles Art Association
World of Speed	Temple Beth Israel
SW Community Health Center	Willamette Leadership
Energy Trust of Oregon	Academy/Pioneer Youth Corps Of Oregon
St. Vincent de Paul Church	Rose Haven
Fr. Bernard Youth Center	Dallas Church
Oregon Psychoanalytic Center	OREGON STATE UNIVERSITY
Store to Door	BOOKSTORE INC
Depaul Industries	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY
OUR LADY OF PERPETUAL HELP	FAIRFIELD BAPTIST CHURCH
CATHOLIC CHURCH ALBANY OREGON	Sexual Assault Support Services
SELCO Community Credit Union	Neskowin Valley School
North Coast Christian Church	RON WILSON CENTER FOR EFFECTIVE LIVING INC
Union County Economic Development Corp.	St. Joseph Shelter
Camelto Theatre Company	The Inn Home for Boys, Inc.9138
Camp Fire Columbia	MCKENZIEWATERSHED COUNCIL
TAKE III OUTREACH	MENNONITE HOME OF ALBANY INC
Rolling Hills Community Church	Oregon Technical Assistance Corporation
Eugene Swim and Tennis Club	Oregon And Southern Idaho Laborers Employers Training School
Summa Institute	New Life Fellowship Church of God
Amani Center	Gladstone Senior Center
Billy Webb Elks Lodge #1050	Education Travel & Culture, Inc.
Silverton Senior Center	
Sandy Seventh-day Adventist Church	

Rural Development Initiatives	Southwestern Oregon Public Defender Services, Inc.
Jason Lee Manor/UMRC	Albertina Kerr Centers
Jesus Pursuit Church	Dufur Christian Church
YMCA of Marion and Polk Counties	St. Matthew Catholic School
PacificSource Health	Serendipity Center Inc
Faith Christian Fellowship	CASA of Marion County
Brookings Elks Lodge	Westside Church of Christ Inc
Tualatin Lacrosse Club	Northwest Family Services
Tillamook Seventh Day Adventist Church	Network Charter School
Oregon Jewish Community Foundation	Ride Connecton
East River Fellowship	Parenting Now!
Holy Family Academy	Christian Church of Woodburn
FIRST BAPTIST CHURCH OF EUGENE	Verde
Peace Lutheran Church	Native American Youth and Family Center Early College Academy
Living Word Christian Center	USO Northwest
Housing Authority of Douglas County	Norkenzie Christian Church
Vietnamese Christian Community Church	Little Flower Development Center
Friends for Animals	TLO Farms
Family Building Blocks	Evergreen Wings and Waves
Goodwill Industries of Lane and South Coast	Ascension Episcopal Parish
Friends of Driftwood Library	Center for Family Development
Consumers Power Inc.	West Salem Foursquare Church
A. C. Gilbert's Discovery Village	Good Samaritan Ministry
First Lutheran Church of Astoria	Grace Lutheran Church of Molalla
Fund For Christian Charity	HOPE LUTHERAN CHURCH
Deer Meadow Assisted Living	Mount Pisgah Arboretum
Oregon Laborers-Employer Administrative Fund, LLC	Lower Columbia Estuary Partnership
Umpqua Basin Water Association	Mt Hood Hospice
Alpha Lambda House Corporation	Opportunity Foundation of central Oregon
Eugene Creative Care	Constructing Hope
The Church of Christ of Latter Day Saints	Sprinkfield Elks #2145
Cascade Height Public Charter School	Abuse Recovery Ministry & Services
PTA	Oasis Shelter Home
G.O.B.H.I	Nehalem Bay House
Association of Oregon Corrections	p:ear
EMployees, Inc.	Health Share of Oregon
A Jesus Church Family	St. Peter Catholic Church
300 Main Inc	Mid Willamette Valley Community Action
	A Hope For Autism Foundation

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NW Sport Fishing
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Legal Aid Services of Oregon LITC
Willamette Valley Babe Ruth
Center For Continuous Improvement
Northwest Center for Alternatives to Pesticides
The Followers of Christ Church of Oregon City
SEIU Local 49
Emerald Media Group
West Hills Christian School
Trillium Sprigs
Western Arts Alliance
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Bethlehem Christian Pre-School
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Brooklyn Primary PTO
Mountain View Academy
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Ministerio International Casa
New Paradise Worship Center
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School

Bethesda Lutheran Church
Legacy Mt. Hood Medical Center
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
Oregon & Southern Idaho District
Council of Laborers'
Portland Police Sunshine Division
Curry Health Network
United Way of Lane County
Unithed Way
Community Energy Project
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Santiam Assembly of God
CASCADES WEST FINANCIAL SERVICES IN
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
HOPE POINT CHURCH
Unitus Community Credit Union
St John the Baptist Greek Orthodox Church
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON
St Andrews Presbyterian
Oregon Rural Electric Cooperative Association

SERIAL 16154-RFP

THE MILL CASINO
Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
University of Western States
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL
MEDICINE
BLUE MOUNTAIN COMMUNITY
COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE
UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Oregon Center For Advanced T
UNIVERSITY OF PORTLAND
Portland Actors Conservatory
University Of Oregon Athletics
Department
Ecola Bible School
Beta Omega Alumnae
Oregon Institute of Technology
EASTERN OREGON UNIVERSITY
Clackamas River Water Providers
eickhoff dev co inc
Cornerstone Association Inc
The Klamath Tribe
advocate care

Cannon Beach Fire
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER
OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT
UNION
LOCAL GOVERNMENT PERSONNEL
INSTITUTE
GRANTS PASS MANAGEMENT SERVICES,
DBA
SPIRIT WIRELESS
Kartini Clinic
Astra
Beit Hallel
Cvalco
Elderhealth and Living
OREGON CORRECTIONS ENTERPRISES
OREGON STATE HOSPITAL
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
PIONEER COMMUNITY DEVELOPMENT
MARION COUNTY HEALTH DEPT
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development
Corporation
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe

SERIAL 16154-RFP

Oregon Public Broadcasting	SPRINGFIELD UTILITY BOARD
La Grande Family Practice	Tillamook Urban Renewal Agency
Sphere MD	Netarts Water District
BIENESTAR, INC.	OAK LODGE SANITARY DISTRICT
sunrise water authority	Boardman Rural Fire Protection District
	Silverton Fire District
EAstern Oregon Trade and Event Center	Lewis and Clark Rural Fire Protection
Waste-Pro	District
NPKA	Rainbow Water District
Confederated Tribes of Warm Springs	Illinois Valley Fire District
Oregon State Credit Union	Clatskanie RFPD
PIONEER TELEPHONE COOPERATIVE	PORT OF TILLAMOOK BAY
Halsey-Shedd Fire District	TRI-COUNTY HEALTH CARE SAFETY NET
Nez Perce Tribe	ENTERPRISE
Obsidian Urgent Care, P.C.	METROPOLITAN EXPOSITION-RECREATION COMMISSION
First Presbyterian Church of La Grande	REGIONAL AUTOMATED INFORMATION
CONFLUENCE ENVIRONMENTAL CENTE	NETWORK
A&I Benefit Plan Administrators, Inc.	OAK LODGE WATER DISTRICT
K Churchill Estates	THE PORT OF PORTLAND
CSC HEAD START	WILLAMALANE PARK AND RECREATION
NORTHWEST VINTAGE CAR AND	DISTRICT
MOTORCYCLE	TUALATIN VALLEY WATER DISTRICT
crescent grove cemetery	UNION SOIL & WATER CONSERVATION
Roseburg Police Department	DISTRICT
Molalla Rural Fire Protection District	LANE EDUCATION SERVICE DISTRICT
MONMOUTH - INDEPENDENCE	TUALATIN HILLS PARK AND RECREATION
NETWORK	DISTRICT
EUGENE WATER & ELECTRIC BOARD	PORT OF SIUSLAW
MALIN COMMUNITY PARK AND	CHEHALEM PARK AND RECREATION
RECREATION DISTRICT	DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT	PORT OF ST HELENS
GLADSTONE POLICE DEPARTMENT	LANE TRANSIT DISTRICT
GOLD BEACH POLICE DEPARTMENT	CENTRAL OREGON
THE NEWPORT PARK AND RECREATION	INTERGOVERNMENTAL COUNCIL
CENTER	HOODLAND FIRE DISTRICT NO.74
RIVERGROVE WATER DISTRICT	MID COLUMBIA COUNCIL OF
TUALATIN VALLEY FIRE & RESCUE	GOVERNMENTS
GASTON RURAL FIRE DEPARTMENT	WEST MULTNOMAH SOIL AND WATER
CITY COUNTY INSURANCE SERVICES	CONSERVATION DISTRICT
SOUTH SUBURBAN SANITARY DISTRICT	SALEM AREA MASS TRANSIT DISTRICT
SOUTH FORK WATER BOARD	Banks Fire District #13
SUNSET EMPIRE PARK AND RECREATION	KLAMATH COUNTY 9-1-1

SERIAL 16154-RFP

GLENDALE RURAL FIRE DISTRICT	CITY OF BOARDMAN
COLUMBIA 911 COMMUNICATIONS	CITY OF CANBY
DISTRICT	CITY OF CANYONVILLE
CLACKAMAS RIVER WATER	CITY OF CENTRAL POINT POLICE
NW POWER POOL	DEPARTMENT
Lowell Rural Fire Protection District	CITY OF CLATSKANIE
TriMet Transit	CITY OF CONDON
Estacada Rural Fire District	CITY OF COOS BAY
Keizer Fire District	CITY OF CORVALLIS
State Accident Insurance Fund	CITY OF CRESWELL
Corporation	CITY OF ECHO
Bend Metro Park & Recreation District	CITY OF ESTACADA
Port of Hood River	CITY OF EUGENE
La Pine Park & Recreation District	CITY OF FAIRVIEW
Brookings- HArbor School District 17c	CITY OF GEARHART
Siuslaw Public Library District	CITY OF GOLD HILL
Columbia River Fire & Rescue	CITY OF GRANTS PASS
Fern Ridge Library District	CITY OF GRESHAM
Bend Park and Recreation District	CITY OF HILLSBORO
Port of Garibaldi	CITY OF HOOD RIVER
Seal Rock Water District	CITY OF JOHN DAY
Rockwood Water P.U.D.	CITY OF KLAMATH FALLS
Tillamook Fire District	CITY OF LA GRANDE
Tillamook County Transportation Dist	CITY OF MALIN
Central Lincoln People's Utility District	CITY OF McMINTONVILLE
Jefferson Park and Recreation	CITY OF HALSEY
City of Monmouth / Public Works	CITY OF MEDFORD
McMinnville Police Department	CITY OF MILL CITY
City of Sublimity	CITY OF MILWAUKIE
City of Central Point Parks and	CITY OF MORO
Recreation	CITY OF MOSIER
Gearhart Fire Department	CITY OF NEWBERG
Woodburn City Of	CITY OF OREGON CITY
Brookings Fire / Rescue	CITY OF PILOT ROCK
City of Veneta	CITY OF POWERS
CITY OF DAMASCUS	RAINIER POLICE DEPARTMENT
Hermiston Fire & Emergency Svcs	CITY OF REEDSPORT
CEDAR MILL COMMUNITY LIBRARY	CITY OF RIDDLE
CITY OF LAKE OSWEGO	CITY OF SCAPPOOSE
LEAGUE OF OREGON CITIES	CITY OF SEASIDE
CITY OF SANDY	CITY OF SILVERTON
CITY OF ASTORIA OREGON	CITY OF STAYTON
CITY OF BEAVERTON	City of Troutdale

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CITY OF TUALATIN, OREGON	CITY OF PHOENIX
CITY OF WARRENTON	CITY OF PRAIRIE CITY
CITY OF WEST LINN/PARKS	CITY OF REDMOND
CITY OF WOODBURN	CITY OF SHERWOOD
CITY OF TIGARD, OREGON	City of junction city
CITY OF AUMSVILLE	City of Florence
CITY OF PORT ORFORD	Columbia Gorge Community
CITY OF EAGLE POINT	City of Dayton
CITY OF WOOD VILLAGE	City of Carlton
St. Helens, City of	City of Pendleton Convention Center
CITY OF WINSTON	City of Monmouth
CITY OF COBURG	City of Philomath
CITY OF NORTH PLAINS	City of Sheridan
CITY OF GERVAIS	Seaside Public Library
CITY OF YACHATS	City of Yoncalla
FLORENCE AREA CHAMBER OF COMMERCE	La Grande Police Department
PORLAND DEVELOPMENT COMMISSION	Cove City Hall
CITY OF CANNON BEACH OR	NW PORTLAND INDIAN HEALTH BOARD
CITY OF ST. PAUL	Portland Patrol Services
CITY OF ADAIR VILLAGE	City Of Bend
CITY OF WILSONVILLE	City Of Coquille
CITY OF HAPPY VALLEY	City Of Molalla
CITY OF SHADY COVE	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
CITY OF LAKESIDE	City of St. Helens
CITY OF MILLERSBURG	City of North Powder
CITY OF GATES	City of Eugene
KEIZER POLICE DEPARTMENT	City of Cornelius, OR
CITY OF DUNDEE	Toledo Police Department
CITY OF AURORA	City of Independence
THE CITY OF NEWPORT	City of Cascade Locks
CITY OF ALBANY	City of Columbia City
CITY OF ASHLAND	City of Baker City
CITY OF LEBANON	McMinnville Water & Light
CITY OF PORTLAND	City of Pendleton Parks & Recreation
CITY OF SALEM	CITY OF SWEETHOME
CITY OF SPRINGFIELD	CITY OF THE DALLES
METRO	CLACKAMAS FIRE DIST#1
CITY OF BURNS	DESCHUTES PUBLIC LIBRARY
CITY OF COTTAGE GROVE	STAYTON FIRE DISTRICT
CITY OF DALLAS	City of Ontario
CITY OF FALLS CITY	City of Corvallis Parks and Recreation
	North Lincoln Fire & Rescue #1

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Gresham Police Department	SANDY FIRE DISTRICT NO. 72
City of Harrisburg	BAY AREA HOSPITAL DISTRICT
Gladstone Public Library	NEAH KAH NIE WATER DISTRICT
City of Portland Parks Bureau	PORT OF UMPQUA
Seaside Fire & Rescue	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
City Of North Bend	Benton Soil & Water Conservation District
City of Union	DESCHUTES PUBLIC LIBRARY SYSTEM
City of Nehalem	CLEAN WATER SERVICES
City of Richland	North Douglas County Fire & EMS
CITY OF LINCOLN CITY	Crooked River Ranch Rural Fire Protection District
City of Donald	PARROTT CREEK CHILD & FAM
City of Milton-Freewater	South Lane County Fire And Rescue
CITY OF SCIO	Lake Chinook Fire & Rescue
City of Forest Grove	Clackamas County Water Environment Services
City Govrnment	Amity Fire District
City of Mt. Angel	CENTRAL OREGON COMMUNITY COLLEGE
Albany Police Department	UMPQUA COMMUNITY COLLEGE
Umatilla Electric Cooperative	LANE COMMUNITY COLLEGE
WATER ENVIRONMENT SERVICES	MT. HOOD COMMUNITY COLLEGE
Polk County Fire District No.1	LINN-BENTON COMMUNITY COLLEGE
Netarts-Oceanside RFPD	SOUTHWESTERN OREGON COMMUNITY COLLEGE
UIUC	PORTLAND COMMUNITY COLLEGE
Rogue River Fire District	CHEMEKETA COMMUNITY COLLEGE
Aurora Rural Flre District	ROGUE COMMUNITY COLLEGE
Tillamook County Emergency Communications District	COLUMBIA GORGE COMMUNITY COLLEGE
Southern Coos Hospital	TILLAMOOK BAY COMMUNITY COLLEGE
Oregon Cascades West Council of Governments	KLAMATH COMMUNITY COLLEGE DISTRICT
MULTONAH COUNTY DRAINAGE DISTRICT #1	Oregon Coast Community College
PORT OF BANDON	Clatsop Community College
OR INT'L PORT OF COOS BAY	North Portland Bible College
MID-COLUMBIA CENTER FOR LIVING	OREGON COMMUNITY COLLEGE
DESCHUTES COUNTY RFPD NO.2	ASSOCIATION
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	Teacher Standards and Pracitices Commission
PACIFIC STATES MARINE FISHERIES COMMISSION	Salem Keizer School District Purchasing
CENTRAL OREGON IRRIGATION DISTRICT	
MARION COUNTY FIRE DISTRCT #1	
COLUMBIA RIVER PUD	

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Kdrv Channel 12	Aging and People with Disabilities
Opta Oregon Permit Technician	Oregon State Treasury
Oregon Forest Resources Institute	Oregon State Fair Council
Office of the Ong Term Care	Procurement Services/DAS
Ombudsman	STATE OF OREGON
Oregon State Lottery	OREGON JUDICIAL DEPARTMENT
OREGON TOURISM COMMISSION	Oregon State Board of Architect
OREGON STATE POLICE	Examiners
OFFICE OF THE STATE TREASURER	City of Astoria Fire Department
OREGON DEPT. OF EDUCATION	Columbia Gorge ESD
SEIU LOCAL 503, OPEU	Nehalem Bay Wastewater
OREGON DEPARTMENT OF FORESTRY	Association of Oregon Community
OREGON STATE DEPT OF CORRECTIONS	Mental Health Programs
OREGON CHILD DEVELOPMENT	VA
COALITION	US FISH AND WILDLIFE SERVICE
OFFICE OF MEDICAL ASSISTANCE	Bonneville Power Administration
PROGRAMS	Oregon Army National Guard
OREGON OFFICE OF ENERGY	USDA Forest Service
OREGON STATE BOARD OF NURSING	Yellowhawk Tribal Health Center
BOARD OF MEDICAL EXAMINERS	ANGELL JOB CORPS
OREGON LOTTERY	Coquille Indian Housing Authority
OREGON BOARD OF ARCHITECTS	COLLEGE HOUSING NORTHWEST
SANTIAM CANYON COMMUNICATION	HOUSING AUTHORITY OF CLACKAMAS
CENTER	COUNTY
OREGON DEPT OF TRANSPORTATION	HOUSING AUTHORITY OF PORTLAND
OREGON TRAVEL INFORMATION	WEST VALLEY HOUSING AUTHORITY
COUNCIL	HOUSING AUTHORITY AND
OREGON DEPARTMENT OF EDUCATION	COMMUNITY SERVICES AGENCY
OREGON DEPT. OF CORRECTIONS	NORTH BEND CITY- COOS/URRY
DEPARTMENT OF ADMINISTRATIVE	HOUSING AUTHORITY
SERVICES	MARION COUNTY HOUSING AUTHORITY
Oregon Board of Massage Therapists	HOUSING AUTHORITY OF THE CITY OF
Oregon Tradeswomen	SALEM
Oregon Convention Center	Housing Authority of Yamhill County
OREGON SCHL BRDS ASSOCIAT	The Housing Authority of the County of
Central Oregon Home Health and Hos	Umatilla
Oregon Health Care Quality Cor	homeforward
OREGON DEPARTMENT OF HUMAN	
SERVICES	
Oregon Air National Guard	
Training & Employment	
State of Oregon - Department of	
Administrative Services	

EXHIBIT 9**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

EXHIBIT 10**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

ATTACHMENT A
PRICING

SERIAL 16154-RFP
NIGP CODE: 45041
RESPONDENT'S NAME: _____
COUNTY VENDOR NUMBER : _____
ADDRESS: _____

P.O. ADDRESS: _____
TELEPHONE NUMBER: _____
FACSIMILE NUMBER: _____
WEB SITE: _____
CONTACT (REPRESENTATIVE): _____
REPRESENTATIVE'S E-MAIL ADDRESS: _____

	YES	NO	REBATE
--	------------	-----------	---------------

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

<input type="checkbox"/> NET 10 DAYS	<input type="checkbox"/> NET 45 DAYS	<input type="checkbox"/> 1% 10 DAYS NET 30 DAYS
<input type="checkbox"/> NET 15 DAYS	<input type="checkbox"/> NET 60 DAYS	<input type="checkbox"/> 2% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 20 DAYS	<input type="checkbox"/> NET 90 DAYS	<input type="checkbox"/> 1% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category

Annual Issue Date of Catalog _____

(Insert Sub-categories as necessary)			MINIMUM Discount from List	%
MINIMUM				
1.1	<u>Category 1</u>	<u>Appliances</u>		
Example:		Washing Machines	_____	%
1.2	<u>Category 2</u>	Building Materials	_____	%
Example:		Lumber	_____	%
1.3	<u>Category 3</u>	Hardware	_____	%
1.4	<u>Category 4</u>	HVAC	_____	%
1.5	<u>Category 5</u>	Kitchen and Bath Cabinets	_____	%
1.6	<u>Category 6</u>	Janitorial	_____	%
1.7	<u>Category 7</u>	Landscaping Equipment and Supplies	_____	%
1.8	<u>Category 8</u>	Motors/Pumps	_____	%
1.9	<u>Category 9</u>	Paints/Coatings	_____	%
1.10	<u>Category 10</u>	Plumbing	_____	%
1.11	<u>Category 11</u>	Pool Supplies	_____	%

ATTACHMENT A**PRICING**

1.12	<u>Category 12</u>	Tools, Hand-Held General Purpose	_____ %
1.13	<u>Category 13</u>	Tools, Power Type	_____ %
1.14	<u>Category 14</u>	Flooring and Window Coverings	_____ %
1.15	<u>Category 15</u>	Hospitality	_____ %
1.16	<u>Category 16</u>	Water/Wastewater Treatment	_____ %
1.17	<u>Category 17</u>	Miscellaneous	_____ %
1.18	<u>Category 18</u>	In Store Services	_____ %
1.19	<u>Category 19</u>	Industrial Products	_____ %

1.2 Do you offer a Rebate in lieu of a discount _____ (Y/N)

Detail your Rebate Program in your Proposal Response
(Section 2.7)

1.3 COST PLUS SALES
**ANY PRODUCT THAT IS SOLD AS COST PLUS A
 MARKUP CANNOT EXCEED A MARKUP OF FIVE (5)
 PERCENT.** _____ %* PROPOSED MARKUP

ALL COST PLUS ORDERS SHALL BE APPROVED BY THE USING AGENCY.

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	3M	2090-48A-CP	360199	SCOTCHBLUE 1.88" 2090 6PK	CS 4	4,941			\$ -	\$ -
2	American Standard	2586.128ST.020	615356	CHAMPION MAX WHT ELONGATED TOILET	EA	696			\$ -	\$ -
3	Anderson	100SH2438	206781346	100 SERIES SINGLE HUNG WINDOW WHITE	EA	1,977			\$ -	\$ -
4	Armstrong	54004031	171292	1/8" CIVIC SQ STONETAN VCT 54004-45SF	CS	7,519			\$ -	\$ -
5	Armstrong	51899031	921416	1/8" EXCELON COOLWHITE VCT 51899-45SF	CS	4,745			\$ -	\$ -
6	Behr	PR17005	661157	BEHR PRO 100 WHITE SEMI-GLOSS INT PAINT-5 GAL	EA	3,776			\$ -	\$ -
7	Behr	305005	927820	BEHR PPI 3050 SG UPW 5.00GL	EA	2,624			\$ -	\$ -
8	Behr	375005	436078	BEHR PPU1 3750 SG UPW 5.00GL	EA	1,753			\$ -	\$ -
9	Behr	205005	924751	BEHR PPI 2050 EGG UPW 5.00GL	EA	1,724			\$ -	\$ -
10	Behr	275005	433381	BEHR PPU1 2750 EGG UPW 4.68GL	EA	1,627			\$ -	\$ -
11	Behr	775005	436229	BEHR PPU1 7750 SATIN UPW 5.00GL	EA	1,194			\$ -	\$ -
12	Black & Decker	LDX120PK	204067339	20V MAX LITHIUM DRILL/PROJECT KIT	EA	579			\$ -	\$ -
13	Brita	6025835214	714338	BRITA FAUCET FILTER SYSTEM	EA	20,004			\$ -	\$ -
14	Brita	6025842402	714243	BRITA REPL FAUCET FILT WHT	PKG 2	18,000			\$ -	\$ -
15	Crown Bolt	10700	231230	EXTERNAL HEX-HEAD LAG SCREWS (25-PACK)	PKG 25	17,804			\$ -	\$ -
16	Dewalt	DC9096-2	255667	DEWALT 18V BATTERY 2PK	PKG 2	2,491			\$ -	\$ -
17	Dewalt	DXPW3425	1000025413	Honda GX200 3,400 psi 2.5 GPM Gas Pressure Washer	EA	273			\$ -	\$ -
18	Energizer	522SBP6H	250355	ENERGIZER 9V 6-PK	PKG 6	16,113			\$ -	\$ -
19	Energizer	E91SBP36H	553471	ENERGIZER AA 36-PACK	PKG 36	15,006			\$ -	\$ -
20	Frigidaire	FFHT1814QW	1001003542	18 cu. ft. Top Freezer Refrigerator in White	EA	585			\$ -	\$ -
21	Frigidaire	FFTR2021QB	1001023832	20.4 cu. ft. Top Freezer Refrigerator in Black	EA	237			\$ -	\$ -
22	General Electric	GTE18GTHWW	1001101226	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
23	General Electric	GTS18GTHWW	1001054519	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
24	General Electric	GTE16DTHWW	1000053481	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
25	General Electric	GTS16DTHWW	1000051811	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
26	General Electric	ADEL70LR	218767	70-Pint Dehumidifier	EA	592			\$ -	\$ -
27	General Electric	JB255DJB	205793230	5.0 cu. ft. Electric Range with Self-Cleaning Oven in Black	EA	200			\$ -	\$ -
28	Generic	N/A	686107	40LB ICE MELT BLEND BAG	EA	18,050			\$ -	\$ -
29	Glacier Bay	N2428E	686826	GB ELONGATED ALL-IN-ONE HET IN WHITE	EA	2,250			\$ -	\$ -
30	Glacier Bay	N2428RB/N2428T	340995	GLAC BAY RND HET TOILET 2PC	EA	1,896			\$ -	\$ -
31	Glidden	GPS-3110-05	137925	GLIDDEN PRO SPEED-WALL EGGSHELL INT PAINT-5 GAL	EA	3,526			\$ -	\$ -
32	Glidden	GP7-5000-05	563851	ULTRA HIDE 770 SEMIGLOSS INT PAINT 5-GAL	EA	2,085			\$ -	\$ -
33	HDX	3072FX	567757	6' UTILITY/BANQUET FOLDING TABLE	EA	4,460			\$ -	\$ -
34	HDX	6T60184872C	525441	48"X18"X72" CHROME WIRE 6-SHELF UNIT	EA	1,563			\$ -	\$ -
35	Home Depot	05GLHD2	131227	5GAL HOMER BUCKET	EA	59,331			\$ -	\$ -
36	Hotpoint	HPS15BTHRWW	1000051805	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
37	Hotpoint	HPE15BTHWW	1000053483	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
38	Hotpoint	HPS15BTHLWW	1000051800	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
39	Hotpoint	RAT20KWH	100401446	20 in. 2.4 cu. ft. Electric Range in White	EA	509			\$ -	\$ -
40	Hotpoint	RGB525DEHWW	1000050930	4.8 cu. ft. Gas Range in White	EA	474			\$ -	\$ -
41	Hotpoint	HPS18BTHWW	1000994644	17.6 cu. ft. Top Freezer Refrigerator in White	EA	411			\$ -	\$ -
42	Husky	HK42WC032B-M	690969	HUSKY 42G CONTRACTOR TRASHBAG 32PK	BX 32	14,319			\$ -	\$ -
43	Husky	HK42WC050B	267000	HUSKY 42G CONTRACTOR BAGS 50CT	BX 50	6,731			\$ -	\$ -
44	Husky	ERZ782478W-4	458424	77"X24"X78" WELDED STEEL 4-SHELF	EA	1,963			\$ -	\$ -
45	InSinkErator	Badger 500	795477	1/2HP B500 CONTIN FEED GRBGE DISPSR	EA	1,569			\$ -	\$ -
46	Kidde	KN-COSM-BA	100004653	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	15,889			\$ -	\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
47	Kidde	KN-COSM-XTR-BA	622269	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	13,572			\$ -	\$ -
48	Kidde	KN-COPE-I	714543	120-VOLT HARDWIRED INTER CONNECT SMOKE/CO	EA	12,234			\$ -	\$ -
49	Kidde	KN-COPE-D	1000037789	BAT OP PHOTO ELECTRIC COMB SMOKE/CO ALARM	EA	11,403			\$ -	\$ -
50	LG	LW5015E	1001088841	5K BTU WINDOW A/C W E/S	EA	1,232			\$ -	\$ -
51	LG	LW1215ER	1000026812	12KBTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
52	LG	LW6015ER	1000026799	6K BTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
53	LG	LW8015ER	1000026802	8K BTU WINDOW A/C W/REMOTE	EA	842			\$ -	\$ -
54	LG	LP1014WNR	379969	10,000 BTU PORTABLE AIR CONDITIONER	EA	808			\$ -	\$ -
55	LG	LW1016ER	1001597779	10K BTU WINDOW A/C W/REMOTE	EA	658			\$ -	\$ -
56	LG	LP1214GXR	1000026828	12,000 BTU PORTABLE AIR CONDITIONER	EA	426			\$ -	\$ -
57	N/A	N/A	161640	2X4-96" PRIME KD WHITEWOOD STUD	EA	238,241			\$ -	\$ -
58	N/A	N/A	569062	2X4-92 5/8" PRIME WHITEWOOD STUD	EA	78,863			\$ -	\$ -
59	N/A	N/A	386081	7/16 4X8 OSB	EA	68,696			\$ -	\$ -
60	N/A	N/A	161659	2X4-10FT STD/BTR KD-HT PRIME SPF	EA	49,632			\$ -	\$ -
61	N/A	N/A	161667	2X4-12FT STD/BTR KD-HT PRIME SPF	EA	45,986			\$ -	\$ -
62	N/A	N/A	256276	4X4-8FT #2 PT	EA	33,627			\$ -	\$ -
63	N/A	N/A	161683	2X4-16FT STD/BTR KD-HT PRIME SPF	EA	24,669			\$ -	\$ -
64	N/A	N/A	492930	5.0MM 4X8 UNDERLAYMENT	EA	23,868			\$ -	\$ -
65	N/A	N/A	166103	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
66	N/A	N/A	439614	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
67	N/A	N/A	166073	15/32 4X8 PLYWOOD (3-PLY)	EA	14,845			\$ -	\$ -
68	N/A	N/A	166081	19/32 4X8 PLYWOOD	EA	12,760			\$ -	\$ -
69	N/A	N/A	175171	23/32 4X8 RADIATA PINE PLYWOOD	EA	9,628			\$ -	\$ -
70	N/A	N/A	915378	15/32 4X8 PLYWOOD (4-PLY)	EA	9,062			\$ -	\$ -
71	N/A	N/A	121586	.090 FRP WALL PANEL 4X8 WHITE	EA	7,900			\$ -	\$ -
72	N/A	N/A	166057	23/32 4X8 SANDED PLYWOOD	EA	6,872			\$ -	\$ -
73	N/A	N/A	166030	15/32 4X8 SANDED PLYWOOD	EA	6,574			\$ -	\$ -
74	N/A	N/A	921394	1/8" EXCELON COTTGETAN VCT 51830-45SF	CS	5,843			\$ -	\$ -
75	N/A	N/A	261688	23/32" 4X8 PT RTD SHEATHING PLY	EA	5,820			\$ -	\$ -
76	N/A	N/A	920924	23/32 4X8 T&G PLYWOOD SUBFLOOR	EA	5,249			\$ -	\$ -
77	N/A	N/A	165921	3/4 4X8 BIRCH PLYWOOD	EA	3,510			\$ -	\$ -
78	Niagara	NDW05L24DR	218340	1/2 LITER WATER 24PK	PKG 24	62,265			\$ -	\$ -
79	Owens Corning	RU70	564987	ATTICAT INSULATION	EA	6,141			\$ -	\$ -
80	Plytanium	113699	915440	19/32" 4'X8' T1-11 8"OC SIDING	EA	5,329			\$ -	\$ -
81	Rheem	XG40T06EC36U1	1001300147	40GAL/36K BTU GAS TALL PERF W/H N3	EA	377			\$ -	\$ -
82	Sakrete	65200390	533829	80LB QUIKRETE CONCRETE MIX	EA	129,185			\$ -	\$ -
83	Sakrete	65200940	666249	60LB SAKRETE CONCRETE MIX	EA	76,898			\$ -	\$ -
84	Sakrete	65305535	370328	50LB SAKRETE FAST SET CONCRETE	EA	64,977			\$ -	\$ -
85	Sakrete	65200370	962050	80LB SAKRETE 5000 PLUS CONCRETE	EA	61,753			\$ -	\$ -
86	Sakrete	60450001	428632	60LB SAKRETE ALL WEATHER BLACKTOP PATCH	EA	38,047			\$ -	\$ -
87	Sheetrock	381466	950254	USG +3 ALL PURP LIGHT JC PAIL 4.5GAL	EA	11,761			\$ -	\$ -
88	Sheetrock	14113411708	893749	1/2"X4'X8' USG ULTRALIGHT DRYWALL	EA	45,316			\$ -	\$ -
89	Sheetrock	14211011308	419109	5/8"X4'X8' FIRECODE TYPE X DRYWALL	EA	21,452			\$ -	\$ -
90	Sheetrock	14302111708	525423	1/2"X4'X8' USG MOLDOUGH UL DRYWALL	EA	14,604			\$ -	\$ -
91	Sheetrock	380119048	258725	All-Purpose 4.5 Gal. Pre-Mixed Joint Compound	EA	12,455			\$ -	\$ -
92	Southwire	11580858	866245	500 FT. 14 WHITE SOLID THHN WIRE	EA	8,537			\$ -	\$ -
93	TrafficMASTER	12012	107971	TMALLURE CHERRY RESILIENT PLANK-24SF	EA	6,700			\$ -	\$ -
94	TrafficMASTER	11053	101701	TM ALLURE OAK RESILIENT PLANK-24SF	EA	4,513			\$ -	\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
95	USG Ceilings	R2310	562785	2'X4'#2310 RADAR SQ EDGE CEILNG 64SF	CS	8,580			\$ -	\$ -
96	USG Ceilings	280	314803	2'X4' #280 5TH AVE SQ CEILNG 64SF	EA	6,796			\$ -	\$ -
97	Weathershield	253920	167929	2X4-8FT #2 PRIME PT WEATHERSHIELD	EA	40,577			\$ -	\$ -
98	Weathershield	253921	168335	2X6-8FT #2 PRIME PT WEATHERSHIELD	EA	28,783			\$ -	\$ -
99	Weathershield	262P12	168746	2X6-12FT #2 PRIME PT WEATHERSHIELD	EA	22,224			\$ -	\$ -
100	Wilsonart	1875K3537660144	203747471	60 in. x 144 in. Laminate Sheet in Summer Carnival HD with Mirage	EA	80			\$ -	\$ -
TOTAL										\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	ACHIM IMPORTING	OPR376WH36	797139	37-1/4X6' Rm Dark Wht Roller Shade	EA	8,891			\$ -	\$ -
2	AMREP, INC	ZUHTFF5G	113032	Flr Finish, 5 Gal Zep Hgh Traffic	EA	1,302			\$ -	\$ -
3	AMREP, INC	ZULFFS5G	113031	5 Gal Zep Heavy-Duty Floor Stripper	EA	1,967			\$ -	\$ -
4	AMREP, INC	ZULFFS128	113035	1 Gal Zep Heavy-Duty Floor Stripper	EA	3,648			\$ -	\$ -
5	BEMIS MAN. COMPANY	1650EC	189860	Bemis Easy Change Wood Toilet Seat EL	EA	3,397			\$ -	\$ -
6	BRASSCRAFT SERVICE PARTS	HDS478105	478105	Delta H/C 1300/1400 Srs PB Ctg	EA	2,952			\$ -	\$ -
7	BRASSCRAFT SERVICE PARTS	SLD1327	478107	Delta 1300/1400 Srs Ctg Asmby	EA	988			\$ -	\$ -
8	BRK	SC9120B	126722	BRK AC/DC COMBO CO/SMOKE ALARM	EA	8,268			\$ -	\$ -
9	BRK	9120B	126707	DIRECTWIRE SMOKE ALARM W/BATTERY BACK UP	EA	18,231			\$ -	\$ -
10	BRK	9120AB	126523	BRK AC/DC ALKALINE BAT SMOKE ALARM	EA	6,368			\$ -	\$ -
11	BRK	SCO2B	126720	BRK CARBON MONOXIDE/SMOKE ALARM	EA	2,172			\$ -	\$ -
12	BRK	SA350B	109944	10YR Lith Battery Ion Smoke Alarm	EA	2,756			\$ -	\$ -
13	BRK	7010B	126728	120 VOLT PHOTOELECTRIC SMOKE ALARM	EA	2,291			\$ -	\$ -
14	BRK	CO250B	126516	BRK 9 VOLT CARBON MONOXIDE ALARM	EA	1,924			\$ -	\$ -
15	BRK	CO5120BN	126602	BRK AC/DC CO ALARM	EA	1,268			\$ -	\$ -
16	BROAN MFG CO INC	413001	281200	Broan 30" Wht Range Hood Non-Vented	EA	4,990			\$ -	\$ -
17	BROAN MFG CO INC	412401	281150	Broan 24" Wht Range Hood Non-Vented	EA	1,968			\$ -	\$ -
18	BROAN MFG CO INC	403001	281025	Broan 30" Wht RngHd 3-1/4x10" Vnt 160CFM	EA	1,892			\$ -	\$ -
19	BROAN MFG CO INC	423001	281375	Broan 30" Wht Rng Hd 7"Rnd Vent 190CFM	EA	1,887			\$ -	\$ -
20	BROAN MFG CO INC	BP43	248750	RANGE HOOD LIGHT LENS	EA	8,229			\$ -	\$ -
21	BROAN MFG CO INC	402401	280900	Broan 24" Wht RngHd 3-1/4x10" Vnt 160CFM	EA	808			\$ -	\$ -
22	CHAMPION	1079347880583-9	703168	82-3/8" White Vertical Vane 50/Pkg	PKG 50	859			\$ -	\$ -
23	CHAMPION	1079347805416-9	702084	35 x 64 White 1" Vinyl Horz Blind	EA	7,236			\$ -	\$ -
24	CLOROX	35419	111514	1.12 Gal Pine-Sol Lemon3/Cs	CS 3	2,512			\$ -	\$ -
25	CLOROX	35418	111515	1.12 Gal Pine-Sol 3/Cs	CS 3	1,197			\$ -	\$ -
26	CLOROX	15949	503107	Clorox Disinfecting Wipes CS Of 6	CS 6	1,065			\$ -	\$ -
27	DAP INC.	18152	108709	10.1 OZ WHT DAP ALEX PLUS "CS OF 12"	CS 12	1,698			\$ -	\$ -
28	DAP INC.	18001	108701	5.5 OZ WHT DAP KWIK SEAL "CS OF 12"	CS 12	1,804			\$ -	\$ -
29	DELTA FAUCET CO	R10000-UNWS	418801	Delta MultiChoice Tub/Shwr Valve	EA	1,116			\$ -	\$ -
30	DURACELL	PC1604BKD	158476	9V Drcll Procell Alkaline Battery 12pk	PKG 12	10,645			\$ -	\$ -
31	DURACELL	PC1500BKD	157755	AA Drcll Procell Alkaline Battery 24pk	PKG 24	5,884			\$ -	\$ -
32	DURACELL	MN1500BKD	357752	AA Drcll CopperTop Alkaline Battery 24pk	PKG 24	1,306			\$ -	\$ -
33	ESSENDANT CO	CPC53122	113049	169 Ounce Fabuloso 3/CS	CS 3	1,264			\$ -	\$ -
34	FEIT ELECTRIC	PL13/41/10	311843	CFL Bulb 13W Twin 4100K 2P Base 10pk	PKG 10	2,787			\$ -	\$ -
35	FILTRATION GROUP	1720201	127386	20 X 20 X1" HD PLEATED FILTR "BOX OF 12"	BX 12	890			\$ -	\$ -
36	FLUSHMATE	C-100500-K	583305	Sloan Flushmate Cartridge C-100500-K	EA	2,976			\$ -	\$ -
37	GE	3997	229675	G.E. 6" DRIP BOWL "PKG OF 6"	PKG 6	8,329			\$ -	\$ -
38	GE	3998	229680	G.E. 8" DRIP BOWL "PKG OF 6"	PKG 6	4,943			\$ -	\$ -
39	GE	ERIG9998	206124	REPLACEMENT GE OVEN IGNITER	EA	1,327			\$ -	\$ -
40	GE	ERIG21	226915	GE Oven Ignitor w/Quick Disconnect	EA	1,371			\$ -	\$ -
41	GEORGIA PACIFIC	13728	117986	Acclaim Jumbo Roll Tlet Paper 8/Cs	CS 8	1,458			\$ -	\$ -
42	HD SUPPLY	6LR61-24PK	159475	9V HD Supply Battery 24pk	PKG 24	4,729			\$ -	\$ -
43	HD SUPPLY	XL-W-022	233250	8" UNIVERSAL SURFACE RANGE ELEMENT	EA	10,799			\$ -	\$ -
44	HD SUPPLY	XL-W-016	234000	8" UNIVERSAL SURFACE RANGE ELEMENT	EA	5,096			\$ -	\$ -
45	HD SUPPLY	XL-W-010	233000	6" UNIVERSAL SURFACE RANGE ELEMENT	EA	10,424			\$ -	\$ -
46	HD SUPPLY	C2026PLT	324494	11" 26 WATT FLUORESCENT DRUM FIXTURE	EA	1,334			\$ -	\$ -
47	HD SUPPLY	1622-P	189809	16x22" Recessed Mirrored Medicine Cab	EA	1,813			\$ -	\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
48	HD SUPPLY	1622-RE	404472	16x22" Recsd Mnt Mirror Medicin Cab	EA	1,126			\$ -	\$ -
49	HD SUPPLY	1094-06	325255	10" WHITE DRUM FIXTURE, CLEAR/WHT GLASS	EA	2,187			\$ -	\$ -
50	HD SUPPLY	PL-2440	317875	13-3/4" ROUND WHITE ACRYLIC DRUM LENS	EA	2,756			\$ -	\$ -
51	HD SUPPLY	XL-W-011	233750	6" UNIVERSAL SURFACE RANGE ELEMENT	EA	5,339			\$ -	\$ -
52	HD SUPPLY	SX36FC1816-100	857650	36" x 100' Fiberglass Screen Charcoal	EA	1,108			\$ -	\$ -
53	HD SUPPLY	1626-R	189811	16x26" Recessed Mirrored Medicine Cab	EA	1,309			\$ -	\$ -
54	HD SUPPLY	1049-06	322000	10" WHITE CEILING DRUM FIXTURE	EA	2,013			\$ -	\$ -
55	J.T.EATON & CO., INC.	11-00PRE6	111882	Rat And Mouse Glue Tray 12/Pkg	PKG 12	2,760			\$ -	\$ -
56	KIDDE	21006377-N	126726	KIDDE AC/DC CO/SMOKE ALARM - TALKING	EA	5,702			\$ -	\$ -
57	KIDDE	21006378	103406	KIDDE WIRE-IN W/ 9V BATTERY BACK-UP SMO	EA	8,241			\$ -	\$ -
58	KIDDE	21006376	340004	KIDDE WIRE-IN W/ 9V BATT BACK-UP SMO	EA	5,334			\$ -	\$ -
59	KIDDE	21007586	126734	FIREX AC/DC SMOKE ALARM	EA	3,947			\$ -	\$ -
60	KIDDE	21025811	126662	MWH CO ALARM	EA	2,903			\$ -	\$ -
61	KIDDE	21006371	126532	KIDDE PHOTOELECTRIC SMOKE ALARM PE120	EA	2,439			\$ -	\$ -
62	KIDDE	21025778	340005	KIDDE Battery Carbon Monoxide Alarm	EA	1,984			\$ -	\$ -
63	KIDDE	21009423	126505	MWH BATTERY IONIZATION SMOKE ALARM PK/6	PKG 6	1,609			\$ -	\$ -
64	KIMBERLY CLARK	75260	117397	Scott Rags In A Box 200/Pkg	PKG 200	8,174			\$ -	\$ -
65	MAINTENANCE WAREHOUSE	L8648AKFR01	119070	56 Gal 1.65 Mil Trash Bag 100/Cs	PKG 100	2,450			\$ -	\$ -
66	MAINTENANCE WAREHOUSE	L7658AKFR01	119071	55-60 Gal 1.5 Mil Trash Bag 100/Cs	EA00	2,343			\$ -	\$ -
67	MAINTENANCE WAREHOUSE	L8046AKFR01	119060	40-45 Gal 1.5 Mil Trash Bag 100/Pkg	PKG 100	2,456			\$ -	\$ -
68	MAINTENANCE WAREHOUSE	ESL13T/12/HDS	313258	CFLi Bulb VL 13W 2700K Twist 12pk	PKG 12	3,112			\$ -	\$ -
69	MAINTENANCE WAREHOUSE	ESL13T/41K/12/HDS	313264	CFLi Bulb VL 13W 4100K Twist 12pk	PKG 12	2,904			\$ -	\$ -
70	MAINTENANCE WAREHOUSE	N4827TWR01	119135	13 Gal .9 Mil Trash Bag 200/Cs	PKG 200	1,676			\$ -	\$ -
71	MAINTENANCE WAREHOUSE	H7856AGF	119125	55-60 Gal 1.55 Mil Trash Bag 50/Cs	PKG 50	2,156			\$ -	\$ -
72	MAINTENANCE WAREHOUSE	30181603	568501	MW Wood Toilet Seat Round 6 Pack	PKG 6	2,142			\$ -	\$ -
73	MAINTENANCE WAREHOUSE	30181603	568515	MW Wood Toilet Seat Elongated 6 Pack	PKG 6	1,007			\$ -	\$ -
74	MAINTENANCE WAREHOUSE	TSR60AS-EL-6	568729	Toilet Seat Plastic MW Elongated 6/Pkg	PKG 6	897			\$ -	\$ -
75	MAINTENANCE WAREHOUSE	X6648QKF	119099	42 Gal 2.5 Mil Trash Bag 50/Cs	PKG 50	1,447			\$ -	\$ -
76	MAINTENANCE WAREHOUSE	T-99820-HDS	502062	Mntnce Whse Terry Towel, 24/Pkg	PKG 24	2,694			\$ -	\$ -
77	MODULAR VANITY TOPS	30181504	404379	19x17" Wht Cult Mrbl Vntry Top W/Snk	EA	884			\$ -	\$ -
78	MORTON SALT	F115010000	300490	Morton Water Softener Salt Pellets 50LB	EA	5,450			\$ -	\$ -
79	PHILIPS LIGHTING CO.	196865	314615	T8 Ballast Adv 2 Bulb Elec 32W 120-277V	EA	3,630			\$ -	\$ -
80	PHILIPS LIGHTING CO.	427187	327499	FLR Bulb Phi 40W T12 4100K 89CRI 30pk	PKG 30	1,134			\$ -	\$ -
81	PHILIPS LIGHTING CO.	454199	311632	CFLi Bulb Phi 13W 2700K Twist GU24 Base	EA	9,410			\$ -	\$ -
82	PHILIPS LIGHTING CO.	117788	312971	CFL Ballast Adv 1-2 Bulb Elec 120-277V	EA	1,535			\$ -	\$ -
83	PREFOLLOW CO	5U039	115101	32" Pick-Up Tool	EA	1,924			\$ -	\$ -
84	PRIME LINE PRODUCTS	K-5109	856770	Hvy Dty Pneumatic Storm Door Clsr Black	EA	8,410			\$ -	\$ -
85	PRIME LINE PRODUCTS	K-5071	855900	1-3/4" Storm Door Handle Black	EA	5,886			\$ -	\$ -
86	RESEARCH PRODUCTS CO	96923199	246850	8-3/4x10-1/2x3/32 Alum Range Hood Fltr	EA	20,597			\$ -	\$ -
87	RESEARCH PRODUCTS CO	97023195	246400	8-3/4x10-1/2 Actvtd Carbon Rng Hd Fltr	EA	19,191			\$ -	\$ -
88	ROPPE CORP	H140LA5P100	809775	Roppe 4" X 4' Black Cove Base, CS/16	CS 16	3,146			\$ -	\$ -
89	SAS SAFETY CORP	66519	117955	DISP XL NITRILE GLOVES "PKG OF 100"	PKG 100	10,077			\$ -	\$ -
90	SAS SAFETY CORP	6609-40	117844	DISP XL NITRILE GLOVES "PKG OF 50"	PKG 50	6,278			\$ -	\$ -
91	SAS SAFETY CORP	66518	117954	DISP LARGE NITRILE GLOVES "PKG OF 100"	PKG 100	5,590			\$ -	\$ -
92	SEASONS	TSPLH0010	568700	Seasons Plastic Toilet Seat EL White	EA	2,574			\$ -	\$ -
93	SHIELD SECURITY	97600	913800	Shield Security Tulip Passage Knob Brass	EA	8,343			\$ -	\$ -
94	SUPERIOR/HKF-WEST INC	6080-060	250358	Replacement GE Refrig Evap Fan Motor	EA	1,386			\$ -	\$ -
95	SUPERIOR/HKF-WEST INC	6080-009	250674	Vented Range Hood Fan Assembly	EA	1,626			\$ -	\$ -

Maricopa County
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Attachment A-1
Pricing Analysis

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
96	TCP	33113SP	327860	CFLi Bulb TCP 13W 2700K Twist GU24 Base	EA	8,667			\$ -	\$ -
97	UNIVERSAL POWER GROUP	D5733	325771	6V 4.5Ah Lead Acid Emergency Battery	EA	4,509			\$ -	\$ -
98	W.W. HENRY COMPANY	FP00430069	807245	Henry 4 Gallon Tile Adhesive	EA	1,854			\$ -	\$ -
99	W.W. HENRY COMPANY	12169	531080	Henry# 595 Cove Base Adhesive 11oz	EA	14,806			\$ -	\$ -
100	WHITE-RODGERS	01F78 144S1	213664	W/R 24V DIGITAL HEAT/COOL NON-PROGRAM	EA	1,577			\$ -	\$ -
TOTAL										\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC HYDRAULIC CYLINDER	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	BALDOR	EM2559TS-4	EM2559TS-4	AC Motor, Premium Efficient, 125 HP	EA	10			\$ -	\$ -
2	BALDOR	IDVSM4314T	IDVSM4314T	AC Motor, Inverter/Vector, 60 HP	EA	10			\$ -	\$ -
3	BALDOR	EM4110T	EM4110T	Super-E® Premium Efficient Rigid Base AC Motor, 324T Frame; Rigid Base	EA	12			\$ -	\$ -
4	BALDOR	EM2547T	EM2547T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 60hp	EA	12			\$ -	\$ -
5	BALDOR	EM2543T	EM2543T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 50hp	EA	14			\$ -	\$ -
6	BALDOR	VEBM3615T	VEBM3615T	Integral HP Cast Iron 140-280frame AC Electrical Motor	EA	15			\$ -	\$ -
7	BALDOR	EM4314T-G	EM4314T-G	HVAC Motor, 3 PH, 60 HP, 230/460 V, 1800 RPM, TEFC, 364T Frame	EA	15			\$ -	\$ -
8	BALDOR	VECP3770T	VECP3770T	Super-E® Mill & Chemical Duty AC Motor, 213TC Frame; F1 Mounting Style	EA	16			\$ -	\$ -
9	BALDOR	EM2513T	EM2513T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 15hp	EA	17			\$ -	\$ -
10	BALDOR	VEBM3558T	VEBM3558T	Fractional HP Brakemotor AC Electrical Motor	EA	17			\$ -	\$ -
11	BALDOR	EM3311T	EM3311T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 213T Frame; Rigid Bas	EA	18			\$ -	\$ -
12	BALDOR	CEM3661T	CEM3661T	Super-E® Premium Efficient AC Motor, 182TC Frame, F-1 Mounting Style	EA	20			\$ -	\$ -
13	BALDOR	EM3714T	EM3714T	Super-E® Premium Efficient AC Motor, 215T Frame, F-1 Mounting Style	EA	21			\$ -	\$ -
14	BALDOR	EM3313T	EM3313T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 10hp	EA	21			\$ -	\$ -
15	BALDOR	EM3710T	EM3710T	Super-E® Premium Efficient AC Motor, 213T Frame; Rigid Base	EA	22			\$ -	\$ -
16	BALDOR	EM3611T	EM3611T	Super-E® Premium Efficient AC Motor, Rigid Base, 182T Frame	EA	26			\$ -	\$ -
17	BALDOR	EM3546T	EM3546T	Super-E® Premium Efficient AC Motor, 143T Frame; General Purpose	EA	30			\$ -	\$ -
18	BALDOR	CEM3546T	CEM3546T	Super-E® Premium Efficient AC Motor, C-Face (With Base), 143TC Frame	EA	35			\$ -	\$ -
19	BALDOR	CEM3558T	CEM3558T	Super-E® Premium Efficient AC Motor; 145TC Frame	EA	85			\$ -	\$ -
20	CAMFIL FARR	855080139	855080139	Durafil® 2V High efficiency, V-style air filter in all plastic enclosing frame	EA	70			\$ -	\$ -
21	CAMFIL FARR	405619A22	405619A22	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"×24"×22"	EA	96			\$ -	\$ -
22	CAMFIL FARR	405619A12	405619A12	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"×24"×12"	EA	140			\$ -	\$ -
23	CAMFIL FARR	404340004	404340004	High efficiency supported media box filter with low initial pressure drop, 24"×24"×12"	EA	240			\$ -	\$ -
24	CAMFIL FARR	049880005	049880005	30/30® High-Capacity Pleated Panel Filters	EA	578			\$ -	\$ -
25	CONSOLIDATED BEARING	NNF-5026A-DA2RSV	NNF-5026A-DA2RSV	Full Compliment Cylindrical Roller Single Row Radial	EA	14			\$ -	\$ -
26	CONTINENTAL	2100 14M55HAWK	2100 14M55HAWK	Hawk Pad™ Belt, 55 mm width, 100mm Pitch Length, single Sided	EA	40			\$ -	\$ -
27	CONTINENTAL	5VX1900	5VX1900	Hy-T® Wedge Cogged Belt, 190" Outside Length	EA	83			\$ -	\$ -
28	CONTINENTAL	5V1800	5V1800	Hy-T® Wedge (Envelope) Belt, 180" Outside Length	EA	115			\$ -	\$ -
29	CONTINENTAL	5VX1800	5VX1800	Hy-T® Wedge Cogged Belt, 180" Outside Length	EA	163			\$ -	\$ -
30	CONTINENTAL	5VX1600	5VX1600	Hy-T® Wedge Cogged Belt, 160" Outside Length	EA	163			\$ -	\$ -
31	CONTINENTAL	5VX1120	5VX1120	Hy-T® Wedge Cogged Belt, 112" Outside Length	EA	165			\$ -	\$ -
32	CONTINENTAL	5VX1250	5VX1250	Hy-T® Wedge Cogged Belt, 125" Outside Length	EA	171			\$ -	\$ -
33	CONTINENTAL	5VX1000	5VX1000	Hy-T® Wedge Cogged Belt, 100" Outside Length	EA	173			\$ -	\$ -
34	CONTINENTAL	5VX1060	5VX1060	Hy-T® Wedge Cogged Belt, 106" Outside Length	EA	189			\$ -	\$ -
35	CONTINENTAL	SPC4750	SPC4750	Metric V-Belt, 4780mm outside length	EA	202			\$ -	\$ -
36	CONTINENTAL	5VX1320	5VX1320	Hy-T® Wedge Cogged Belt, 132" Outside Length	EA	206			\$ -	\$ -
37	CONTINENTAL	5VX1700	5VX1700	Hy-T® Wedge Cogged Belt, 170" Outside Length	EA	210			\$ -	\$ -
38	CONTINENTAL	5VX1180	5VX1180	Hy-T® Wedge Cogged Belt, 118" Outside Length	EA	306			\$ -	\$ -
39	CONTINENTAL	5VX800	5VX800	ContiTech HY-T Wedge Torque Team V-Belt, Banded & Cogged, 4 Rib, 2.5" Width, 0.53" Height, 8	EA	152			\$ -	\$ -
40	COOPER SPLIT	01BCP600GRAT	01BCP600GRAT	01 Series Cast Iron Split Cylindrical Pillow Block, Non-Expansion Type	EA	16			\$ -	\$ -
41	COOPER SPLIT	01BCP600EXAT	01BCP600EXAT	01 Series Cast Iron Split Cylindrical Pillow Block, Expansion Type	EA	16			\$ -	\$ -
42	CROSS	210DB	210DB	DB Series Tie Rod Cylinder, Hydraulic Cylinder	EA	94			\$ -	\$ -
43	DODGE	5 7/16SLVOL132424	5 7/16SLVOL132424	Sleevol® RTL Pillow Block Liner Assembly; Shaft Size 5 7/16"	EA	12			\$ -	\$ -
44	DODGE	TA5215H25TPR	TA5215H25TPR	Torque Arm II Taper Bushed Shaft Mount Reducer	EA	22			\$ -	\$ -
45	DODGE	TA5215MTR MOUNT	TA5215MTR MOUNT	Motor Mount for Torque Arm II Unit 5215	EA	22			\$ -	\$ -
46	DODGE	P2BE307R	P2BE307R	Type E-XTRA™ Pillow Block; Springlok™ Collar; Heavy-Duty; Contact Seals; 2-Bolt Non-Expansion	EA	42			\$ -	\$ -
47	DODGE	P4BE315R IRON	P4BE315R IRON	Type E-XTRA™ Pillow Block; 4-Bolt Cast Iron Pillow Block; Contact Seals; Springlok Collar; Tapere	EA	74			\$ -	\$ -
48	DODGE	P2BSC103	P2BSC103	SC Series Normal-Duty Pillow Block	EA	113			\$ -	\$ -
49	DODGE	F2BDL107	F2BDL107	D-Lok™ DL Series Normal-Duty Cast Iron 2-Bolt Flange Unit	EA	252			\$ -	\$ -
50	DODGE	10H FLX FLG	10H FLX FLG	D-FLEX ELASTOMERIC SLEEVE COUPLINGS	EA	28			\$ -	\$ -
51	DODGE	077587	077587	OLF-2 SYSTEM 1PH	EA	12			\$ -	\$ -
52	DONALDSON	P167185	P167185	High Pressure Hydraulic Cartridge for Series HPK03 & HPK04, 8" long	EA	72			\$ -	\$ -
53	FLUKE CORP.	FLUKE-754	FLUKE-754	754 Documenting Process Calibrator-HART	EA	13			\$ -	\$ -
54	FLUKE CORP.	FLUKE-87-5	FLUKE-87-5	80 Series V Industrial Multimeter, Analog/Digital	EA	33			\$ -	\$ -
55	GARLOCK	21852-4156	21852-4156	Model 64 Single Lip Seal w/Dual Springs; Internal Single Lip w/ Dual Springs; Mill-Right® V	EA	60			\$ -	\$ -
56	GRACO	243601	243601	Other Lubrication Device	EA	24			\$ -	\$ -

Maricopa County
Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Attachment A-1
Pricing Analysis

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
57	JET TOOLS	354035	354035	1-1/2 -2HP 3PH 440/460V 26" Gear Head Drill Press	EA	10		\$ -	\$ -	
58	LINK-BELT	PLB6855D5	PLB6855D5	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 2-Bolt Pillow Block	EA	18		\$ -	\$ -	
59	LINK-BELT	PLB6863FR	PLB6863FR	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 4-Bolt Pillow Block	EA	20		\$ -	\$ -	
60	LINK-BELT	PB22440H	PB22440H	Spherical Roller Bearing Pillow Block, 2 Bolt Holes, Relubricatable, Non-Expansion, Cast Iron, Sets	EA	26		\$ -	\$ -	
61	LOCTITE	1323940	1323940	PC 72189™ Nordbak® Wearing Compound, 25 lb Kit, Abrasive-Resistant Epoxy	EA	40		\$ -	\$ -	
62	LOCTITE	59231	59231	592™ Thread Sealant, 50mL Tube	EA	435		\$ -	\$ -	
63	LPS LABORATORIES	00116	00116	LPS 10® Greaseless Lubricant, 16 oz aerosol	EA	1,453		\$ -	\$ -	
64	LPS LABORATORIES	00316	00316	LPS 3 Premier Rust Inhibitor, 11 oz Aerosol	EA	453		\$ -	\$ -	
65	LUBRIPLATE	L0975-062	L0975-062	Machine Tool Lubricant, 55 gal Drum; Multi-Purpose; Synthetic	EA	12		\$ -	\$ -	
66	McGILL	CF3 1/2SB	CF3 1/2SB	CF-B & CF-SB Series CAMROL® Cam Follower Bearing, 3 1/2" Roller Diameter	EA	106		\$ -	\$ -	
67	McGILL	CF2SB	CF2SB	CAMROL® Standard Stud Cam Follower, 2" Roller Diameter	EA	162		\$ -	\$ -	
68	MRC	7228PDU-BRZ	7228PDU-BRZ	7200-PD Light Series Duplex Ball Bearing, Single Row Angular Contact Bearing	EA	19		\$ -	\$ -	
69	REXNORD	E30 ELEMENT	E30 ELEMENT	Omega Coupling Element for Size 30 Coupling	EA	40		\$ -	\$ -	
70	SEALMASTER	MST-63	MST-63	MST Series Medium-Duty Take-Up Unit	EA	14		\$ -	\$ -	
71	SEALMASTER	SFT-24	SFT-24	SFT Series Standard-Duty Setscrew Locking 2-Bolt Flange Unit	EA	66		\$ -	\$ -	
72	SKF	TKSA 41	TKSA 41	Advanced Laser Shaft Alignment Tool With Enhanced Measuring And Reporting	EA	12		\$ -	\$ -	
73	SKF	TKBA 40	TKBA 40	Laser Belt Alignment Tool, 20 ft (6 m) Max Operating Distance	EA	14		\$ -	\$ -	
74	SKF	GE120TXA-2LS	GE120TXA-2LS	Unmounted Plane Bearing; Spherical Plain & Rod End	EA	20		\$ -	\$ -	
75	SKF	7228BCBM	7228BCBM	Light 7200 Series Angular Contact Ball Bearing, 140 mm ID	EA	21		\$ -	\$ -	
76	SKF	7320BECBM	7320BECBM	Medium 7300 Series Angular Contact Ball Bearing, 100mm ID	EA	28		\$ -	\$ -	
77	SKF	7222BECBM	7222BECBM	Light 7200 Series Angular Contact Ball Bearing, 110 mm ID	EA	28		\$ -	\$ -	
78	SKF	7315BECBM	7315BECBM	Medium 7300 Series Angular Contact Ball Bearing, 75mm ID	EA	32		\$ -	\$ -	
79	SKF	7317BECBY	7317BECBY	Medium 7300 Series Angular Contact Ball Bearing, 85mm ID	EA	37		\$ -	\$ -	
80	SKF	SYE1.15/16NH	SYE1.15/16NH	SYE-N Series Roller Bearing Unit	EA	53		\$ -	\$ -	
81	SKF	7311BECBY	7311BECBY	Medium 7300 Series Angular Contact Ball Bearing, 55mm ID	EA	71		\$ -	\$ -	
82	SKF	LAGD125/WA2	LAGD125/WA2	SYSTEM 24 Automatic Grease Lubricator - Single Use	EA	159		\$ -	\$ -	
83	SKF	7322BECBM	7322BECBM	Angular contact ball bearings, single row	EA	17		\$ -	\$ -	
84	T.B.WOODS	MCS13Y218	MCS13Y218	MCS 13-Y 2-1/8, Variable Pitch Pulley, For Belt: (4836V), Grooves: 1, Bore: 2-1/8" Finished with No	EA	12		\$ -	\$ -	
85	TIMKEN	HH926749	HH926749	Tapered Roller Bearing Single Cone, 4 3/4" Straight Bore; Standard Tolerance	EA	17		\$ -	\$ -	
86	TIMKEN	HM127446 90362	HM127446 90362	Bearing, Tapered; Standard Precision	EA	18		\$ -	\$ -	
87	TIMKEN	HM120848	HM120848	Tapered Roller Bearing Single Cone, 4" Straight Bore; Standard Tolerance	EA	50		\$ -	\$ -	
88	TIMKEN	HM129848 90294	HM129848 90294	Standard Precision, Assembled Bearing	EA	75		\$ -	\$ -	
89	TORRINGTON	23260YMBW525C08	23260YMBW525C08	Spherical Roller Bearing, Radial Bearing; Straight Bore; Brass / Bronze Cage	EA	22		\$ -	\$ -	
90	TORRINGTON	300RU92AD1112R3	300RU92AD1112R3	Cylindrical Bearing, Straight Bore; Brass / Bronze Cage; Removable Inner Ring - Straight	EA	22		\$ -	\$ -	
91	U.S. ELECTRIC MOTORS	D125P1FS	D125P1FS	125 HP US Motor 3600 RPM 404TS Frame ODP	EA	10		\$ -	\$ -	
92	U.S. ELECTRIC MOTORS	U25P2D	U25P2D	General Purpose Motor - 3 ph, 25 hp, 1800 rpm, 208-230/460 V, 50/60 Hz, 284T Frame, TEFC	EA	15		\$ -	\$ -	
93	WARNER ELECTRIC	320-22-020A	320-22-020A	Electrical Clutch & Brakes	EA	14		\$ -	\$ -	
94	WARNER ELECTRIC	320-12-018A	320-12-018A	Electrical Clutch & Brakes	EA	14		\$ -	\$ -	
95	WARNER ELECTRIC	5371-4	5371-4	Electrical Clutch & Brakes	EA	23		\$ -	\$ -	
96	WARNER ELECTRIC	5370-111-013	5370-111-013	Electrical Clutch & Brakes	EA	65		\$ -	\$ -	
97	WARNER ELECTRIC	540-1642	540-1642	Electrical Clutch & Brakes	EA	76		\$ -	\$ -	
98	WARNER ELECTRIC	5370-273-232	5370-273-232	Actuators & Wg Jacks Accessory	EA	91		\$ -	\$ -	
99	WARREN RUPP SNDPIPER	W15-4,DB1I.	W15-4,DB1I.	Cast-Iron Buna Single Double Diaphragm Pump, 260 gpm, 125 psi	EA	10		\$ -	\$ -	
100	WEG ELECTRIC CORP	15036ET3G445TS-W22	15036ET3G445TS-W22	Premium Efficiency Electrical Motor	EA	10		\$ -	\$ -	

TOTAL \$ 8,000.00

SERIAL 16154-RFP**EXHIBIT 3****(DRAFT CONTRACT)****CONTRACT PURSUANT TO RFP****SERIAL 16154-RFP**

This Contract is entered into this _____ day of _____, 20____ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the _____ day of _____, 2016 and ending the _____ day of _____, 20____.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information

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- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration

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Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

SERIAL 16154-RFP**3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:**6.1 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction

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projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by Project/Task Order)

6.3.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____ or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

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6.3.1.2 A Payment Bond equal to the full contract amount (\$_____ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

SERIAL 16154-RFP**6.6 INSPECTION OF SERVICES:**

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

- 6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to

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pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.10.1 Cancel the stop-work order; or
- 6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

SERIAL 16154-RFP**6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

- 6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If

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additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.22 ISRAEL BOYCOTT:

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

SERIAL 16154-RFP**6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.**

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

SERIAL 16154-RFP**6.30 PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.36.1 Exhibit A, Pricing;

6.36.2 Exhibit B, Scope of Work;

6.36.3 Exhibit C Facilities Management Requirements

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NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

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IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

16154 QUESTIONS AND ANSWERS

1. Will the County consider a proposal that includes the retail and wholesale offering identified by two separate divisions of one company that will address sections 2.6.1 and 2.6.2 regarding pricing separately?

NO WE WOULD REQUIRE A PROPOSAL FOR RETAIL AND ONE FOR WHOLESALE MEETING ALL THE REQUIREMENTS OF THE SOLICITATION.

2. As a result of the above combined offering will the County consider awarding either offering individually in the event one of the offerings is deemed as less preferable than a submittal from a competitor?

THE COUNTY RESERVES THE RIGHT TO AWARD IN TOTAL OR BY CATEGORY OR by LINE ITEM.

3. Through retail most items will be picked up, delivery if requested can be accommodated with potential charges identified prior to the completion of an order – is that acceptable as long as it is explained clearly?

YES, IF THE ORDERING AGENCY APPROVES THE DELIVERY.

4. Regarding 3.7 – installation services normally carry a one year workmanship warranty, but product warranties are normally through the manufacturer. Will that be considered in a submittal as long as it is explained clearly?

YES.

5. On background checks, in some instances would the County consider the detailed background check process utilized by the offerer in lieu of additional background checks?

NO, IF THE PERSONNEL WILL BE ENTERING AND WORKING ON COUNTY FACILITIES.

6. Exhibit 9 and 10 – It is understood the intent of the Exhibits for the FEMA requirements associated with Exhibit 9, and the Exhibit 10 Community Development Block Grant Addendum, will be addressed on an as needed basis directly with FEMA or another federally funded request for an individual order. Inclusion of Exhibit 9 and Exhibit 10 does not mean automatic compliance as a result of the contract award by Maricopa. Please confirm

THE FEMA TERMS AND CONDITIONS ADDENDUM AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADDENDUM ARE INCLUDED IN EXHIBITS 9 AND 10, RESPECTIVELY, TO ALLOW PARTICIPATING PUBLIC AGENCIES TO UTILIZE THE CONTRACT IN THE EVENT OF AN EMERGENCY WHERE FEMA FUNDS ARE USED OR IN THE EVENT THAT CDBG FUNDS ARE USED. THE FEDERAL GOVERNMENT REQUIRES THESE TERMS AND CONDITIONS WHEN UTILIZING FEMA OR CDBG FUNDS. IT IS UP TO THE SUPPLIER TO ASK THE PARTICIPATING PUBLIC AGENCY IF IT IS USING FEMA OR CDBG FUNDING TO SEE IF THESE OBLIGATIONS DO IN FACT APPLY.

7. What type of response would the County be considering regarding substitutes on the requested market basket? For example, in particular the Zep and the Home Depot Supply brand liners. We have functional subs but there is no place on the spreadsheet to note.

RESPOND WITH THE EQUAL QUALITY ITEM YOU CARRY. ADD AN ADDITIONAL ROW UNDER THE ITEM AND EXPLAIN THE SUBSTITUTION, MAKING SURE TO PROVIDE

THE SUBSTITUTE PRODUCT MANUFACTURER NAME, MANUFACTURER PRODUCT NUMBER, AND PRODUCT DESCRIPTION IN THIS EXTRA ROW. THE COUNTY SHALL BE THE SOLE JUDGE IN DETERMINING THE PRODUCT ACCEPTABILITY OF ALL "SUBSTITUTES".

8. If we offer two options under the Retail response and the Wholesale response regarding Supplier Managed Inventory – will the County consider those independently in scoring the offer?

THIS REQUIREMENT APPLIES TO WHOLESALE ONLY.

9. There seems to be intent to provide an environmentally preferable products SKU list. Is that the intent or should the Offerers just provide some explanatory detail regarding their preferable products offering? The concern is that providing a SKU list will significantly impact the 200 page maximum submittal

UNDER ATTCHMENT E, SUPPLIER INFORMATION SECTION, ENVIRONMENTAL, QUESTION 3; PLEASE INDICATE IN THE BODY OF YOUR RESPONSE WHETHER YOUR COMPANY HAS THE ABILITY TO PROVIDE PRODUCTS THAT CARRY ANY OF THE CERTIFICATIONS OUTLINED. IF APPLICABLE, PLEASE LIST THOSE PRODUCTS AND THE CERTIFICATIONS THEY CARRY IN A SEPARATE FILE. INCLUDE THIS FILE ONLY IN THE ELECTRONIC REPOSNSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

10. Is it required to provide a list of all locations for the Retail offering or is it acceptable to provide a number of locations by state?

PLEASE PROVIDE BY STATE AS REQUESTED IN ATTACHMENT D.

11. Regarding the wholesale section of the RFP pricing Attachment A, there is a request for 18 individual product category discounts. The wholesale incumbent provides for multiple sub-category discounts under a range identified at the individual Category level. Will that type of wholesale discount pricing continued to be considered in response to this RFP?

AS DISCUSSED YOU MAY ADD ADDITIONAL SUB-CATEGORIES.

12. Attachment C - Product References. 1) Can you please confirm the minimum and maximum number of references required for products? 2) Are references required to be public agencies or can Proposers provide commercial, non-public agency references as well?

FIVE REFERENCES ARE REQUIRED. REFERENCES SHOULD PREFERABLY BE PUBLIC AGENCIES, BUT PRIVATE REFERENCES ARE ACCEPTABLE.

13. Attachment C -1 - Service References. 1) Can you please confirm the minimum and maximum number of references required for products? 2) Are references required to be public agencies or can Proposers provide commercial, non-public agency references as well?

FIVE REFERENCES ARE REQUIRED. REFERENCES SHOULD PREFERABLY BE PUBLIC AGENCIES, BUT PRIVATE REFERENCES ARE ACCEPTABLE.

14. Attachments C and C-1. Can a Proposer provide the same customer as a product and service reference if the Proposer has provided both products and services to the customer in the past?

YES.

15. In the Supplier Information - Administration section, question #4 states "List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection." Some ERP go-lives can date back 10+ years and an exhaustive list of public agencies using an ERP system could be in the hundreds. Knowing the page limit for the proposal, this amount of information can result in many pages of data. 1) Is it acceptable for the Proposer to provide three years of sales history for their current public agency ERP implementations? 2) Is it acceptable for the Proposer to provide just a sampling of their public agencies and ERP systems used that demonstrates the Proposers ability to support ERP integrations for public agency customers? 3) If not, can you establish additional parameters (like dollar threshold or number of public agencies) for what a Proposer should include in a response to this question? 4) Can this be referenced in the proposal but be provided electronically on a separate thumb drive?

PLEASE PROVIDE EXAMPLES THAT ILLUSTRATE YOUR ABILITY TO INTEGRATE WITH A PUBLIC AGENCY'S ERP SYSTEM. PLEASE PROVIDE NO MORE THAN THREE EXAMPLES TO SHOW YOUR ABILITIES IN THIS AREA. SALES PER CALENDAR YEAR CAN BE APPROXIMATE.

16. In Section 2.5.2 - Product Ordering, the requirement states, "Products may be ordered by any of the following methods: Internet, Will Call, POS (point-of-sale)". 1) Can you please further define POS (point-of-sale)? 2) Will Call and POS methods may not apply based on whether the Proposer is a wholesale distributor or retailer. Does this requirement apply to retail, wholesale and industrial Proposers? Or just those with storefronts?

THIS REQUIREMENT COULD APPLY TO ALL TYPES OF OFFERINGS AND WILL BE DETAILED DURING THE AWARD PROCESS. IN YOUR PROPOSAL YOU SHOULD MAKE CLEAR WHICH OPTIONS ARE AVAILABLE FOR YOUR OFFERING.

17. Section 2.9.2 states "All quotations shall be for a "not to exceed" amount". What are the requirements of, and the process for defining, not to exceed pricing?

THIS APPLIES TO INSTALLATION AND PROJECT WORK. THIS IS NOT BASED ON TIME AND MATERIAL WORK.

18. Section 3.5.1 - Contractor Employee Management. The RFP states, "Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor." 1) In this requirement, can you please define "Contractor"? 2) Is this the Proposers direct employee's (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work?

THE ENTITY WHO THIS CONTRACT MAY BE AWARDED TO IS THE CONTRACTOR.

19. Section 3.5.2 - Contractor Employee Management. The RFP states, "Contractor shall not reassign any provided personnel without the express consent of the County." 1) Is this intended to mean the Proposers direct employee's (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work? 2) What does "reassign" mean in this context?

NO. THIS APPLIES TO KEY PERSONNEL ONLY.

20. Section 6.15.1 – Subcontracting. The RFP states, "The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without

the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project." Some products or services may be subcontracted, which is noted as being permitted in the RFP. If subcontracting of products or services is clearly outlined as the Proposers solution, can the Proposer subcontract products or services without written consent?

YES.

21. 6.15.2 – Subcontracting. The RFP states, "The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice." Proposer will use subcontractors for installation services. Does this section mean the proposer must pass through subcontractor's costs without mark-up and include a copy of the subcontractor's invoice on every installation job or just jobs where the subcontractor's rate exceeds the Prime Contractor's bid rate?

THIS MEANS THAT IF YOU HAVE SOMEONE ELSE PROVIDE PRODUCT IT MUST BE AT YOUR CONTRACTED RATE. INVOICES FROM SUB-CONTACTORS ARE NOT REQUIRED ON PROJECT DRIVEN WORK.

22. In the Supplier Information - Environmental #3, the RFP states, "If applicable, list products in your offering that have any third-party environmental certifications, such as...." Providing an exhaustive list of products in the Proposers offering can result in thousands of items and many pages of information. 1) Do you want a complete list of products that meet these certifications or is it acceptable for the Proposer to provide a brief summary and number of products that have these certifications (e.g. 500 EnergyStar items)? 2) If a complete list is desired, can this be referenced in the proposal but be provided electronically on a separate thumb drive?

SEE QUESTION 9.

23. The term "Contractor" is used in multiple places throughout the RFP. Can you please define "Contractor"?

THE CONTRACTOR MAY BE THE PROPOSER WHO IS AWARDED A CONTRACT AS A RESULT OF THIS RFP OR A CONTRACTOR THAT MAY BE DOING THE INSTALLATION WORK FOR THE CONTRACT HOLDER. AN EXAMPLE IS SHOWN ABOVE IN QUESTION 18, WHERE IN SECTION 3.5.1 THE TERM REFERS TO THE CONTRACT HOLDER.

24. In Section 3.12.1 - Invoices and Payments. 1) Is the information contained on the invoice open for discussion and modification? 2) If so, what fields are required and which fields are optional? 3) Are these invoice requirements specific to Maricopa County or do they pertain to all Participating Agencies?

THESE REQUIREMENTS PERTAIN TO ALL AGENCIES THAT USE THIS CONTRACT. WE MAY BE OPEN TO DISCUSSIONS ON THIS REQUIREMENT.

25. In the pre-proposal conference, it was stated that all questions and requirements need to be responded to immediately following that section in Word document format with confirmation we can perform and any additional comments we might have. However, in section 5.6, Format and Content, that doesn't appear to be mentioned. Can you please clarify the format and content desired?

PLEASE CONFIRM ALL REQUIREMENTS IN SECTION 2.0 AND 3.0 AS PART OF YOUR RESPONSE TO 5.6, FORMAT AND CONTENT, PARAGRAPH 5.6.4, PROPOSAL.

26. The RFP is 119 pages long. Are we expected to provide back the entire 119 pages which detail our responses therein and keep it to a minimum of 200 pages?

PROPOSERS ONLY NEED TO RESPOND TO SECTIONS 2.0 AND 3.0 (14 PAGES) IN THIS FORMAT.

27. Section 3.0 - Procurement Requirements. Does this entire section apply only to Maricopa County and not apply to other participating agencies?

SECTION 3.0 APPLIES TO MARICOPA COUNTY, BUT OTHER AGENCIES MAY REQUIRE IT ALSO.

28. Throughout the RFP, "Exhibit B" is referenced in the following places: a) Administration Agreement - Section 5.2, b) Exhibit 3 - Section 5.0 – Duties, and c) Maricopa Draft Contract Section 6.3.6 - Incorporation of Documents. It appears there is no Exhibit B in the RFP. Can you provide Exhibit B for review?

THE RFP CONTAINS A MULTITUDE OF DOCUMENTS THAT REFER TO EXHIBITS CONTAINED WITHIN THAT DOCUMENT. FOR EXAMPLE, THE REFERENCE IN THE ADMINISTRATION AGREEMENT, SECTION 5.2 IS REFERRING TO ATTACHMENT B: SALES REPORT FORMAT ON PAGE 65 OF THE RFP.

29. Section 5.6 - Format and Content. In the RFP, the Proposal and Qualifications are listed as separate sections. In the pre-proposal conference, it was mentioned that Proposers should start with the entire RFP (of 119 pages) and respond immediately following the question or requirement including our capabilities and qualifications. Do we need separate proposal and qualification documents? Or are our responses throughout the RFP sufficient?

PLEASE FOLLOW THE FORMAT AND CONTENT OUTLINED IN SECTION 5.6 OF THE RFP. ADDITIONALLY, SEE THE ANSWER TO QUESTION 25.

30. If a Proposer would like to include additional Financial Statements, these can be many pages long. Will this be included in the page limitation or can this be referenced in the proposal and provided electronically on a separate thumb drive?

REFERENCE THIS FILE IN YOUR PROPOSAL AND INCLUDE AS A SEPARATE FILE ONLY IN THE ELECTRONIC REPOSSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

31. Section 1.2 - Wholesale Catalog Discount by Category. There are 19 major categories listed with a blank field for "minimum discount % off list". If the Proposer intends to insert sub-categories with a variety of discounts, must we still fill out the minimum discount on the major category line?

YES.

32. Section 2.4 - Product Categories. The RFP states, "The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply." Can you clarify what you mean by "intent is for each Proposer to submit their complete product line"? Does this mean that Proposers should submit a list of all of their products in their response? If this is desired, can this be provided electronically on a separate thumb drive?

YES. REFERENCE THIS FILE IN YOUR PROPOSAL AND INCLUDE AS A SEPARATE FILE ONLY IN THE ELECTRONIC REPOSSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

33. Throughout the RFP, "Exhibit A" is referenced in the following areas including a) Exhibit 7, b) General Terms and Conditions, c) Section 1.1, and d) in the Maricopa Draft Contract Section 6.3.6, Incorporation of Documents. It appears there is no Exhibit A attached to the RFP. Can you provide Exhibit A for review?

THE REFERENCE IN EXHIBIT 7: ADMINISTRATION AGREEMENT IS REFERRING TO ATTACHMENT A: MASTER AGREEMENT ON PAGE 64. ALL OTHER REFERENCES IN THE RFP ARE REFERRING TO ATTACHEMENT A: PRICING ON PAGE 22 OF THE RFP.

34. In the Maricopa Draft Contract, Section 6.3.6, Incorporation of Documents, there is a reference to Exhibit C Facilities Management Requirements. Can you confirm this is referring to Exhibit 5 and not Exhibit C? If not, can you provide Exhibit C for review?

IN THE FINAL CONTRACT EXHIBIT 5 BECOMES EXHIBIT C.

35. Section 3.8 – Maintenance - The RFP states, "The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency." In the pre-proposal conference, it was mentioned that some requirements in Section 3 – Procurement Requirements, may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

36. 3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required) - The RFP states, "The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday." In the pre-proposal conference, it was mentioned that some requirements in Section 3 – Procurement Requirements, may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

37. Exhibit 5 - Maricopa County Facilities Management Requirements. In Section 1.6, the RFP states, "Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt." In the pre-proposal conference, it was mentioned that some requirements in Exhibit 5 may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

38. In Exhibit 5 - Response Times - In Section 2.0, the RFP states, "2.0 RESPONSE TIMES: 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall respond on-site within four (4) hours of receipt of a service request. 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond onsite within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY." In the pre-proposal conference, it was mentioned that some requirements in Exhibit 5 may not apply to routine services such as appliance replacement and haul away or water heater replacement. 1) This requirement appears to pertain to

ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services? 2) In this requirement, can you please define "Contractor"? Is this the Proposers direct employee's (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work?

- 1. YES.**
- 2. COULD BE EITHER DEPENDING ON THE PROJECT. AS YOU STATED THIS IS NOT FOR DELIVERY OF PRODUCTS/MATERIALS BUT ON-SITE ON GOING WORK.**

39. In Supplier Information – Distribution #6B, the RFP states “Provide product/service name, company name and small MWBE designation.” An exhaustive list of manufacturers or service providers could be in the thousands. Is it acceptable to provide a sampling of MWBE manufacturers or service providers that demonstrate the Proposers ability to support this requirement? If a complete list is required, can this be referenced in the proposal but be provided electronically on a separate thumb drive?

YES, PLEASE PROVIDE EXAMPLES IN THIS SECTION THAT WILL HELP THE EVALUATION TEAM UNDERSTAND THE TYPES OF PRODUCTS OR SERVICES YOU CAN OFFER IN PARTNERSHIP WITH AN MWBE BUSINESS.

PRE-PROPOSAL CONFERENCE

MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES

16154-RFP

320 WEST LINCOLN STREET

OFFICE OF PROCUREMENT SERVICES CONFERENCE ROOM

SEPTEMBER 1, 2016, 9:00 AM

PLEASE PROVIDE YOUR BUSINESS CARD(S)**PLEASE PRINT**

COMPANY / FIRM	ATTENDEE	PHONE NUMBER	E-MAIL	*YES or NO
FMD	JUAN YANEZ	602 506 1935	juanyanez@mail.maricopa.gov	
HOME DEPOT	RICH NYBERG	770 384 3772	RICHARD_NYBERG@HOMEDEPOT.COM	YES
IBI Home Depot	John Pettinelli	609 820 8593	John.Pettinelli@ibisupplyworks.com	
AFFLINK	Paul Vrzal	419-350-4831	Pvrzal@afflink.com	YES
CAMFIL	GREG HERMAN	205-482-0909	GREG.Herman@CAMFIL.COM	YES
CAMFIL	TRAVIS GEPSON	602-287-5059	TRAVIS.GEPSON@CAMFIL.COM	
Robert Mitchell FMD	Robert Mitchell	602-506-2501	Robert.Mitchell@fm.maricopa.gov	
Robert Mitchell				
U.S. Communities	Mary Pelfrey	704 564 0320	mpelfrey@uscommunities.org	
U.S. Communities	Alexis Turner	214 629 2056	aturner@uscommunities.org	
Applied Industrial Tech	Dan King	614-394-2573	dKing@applied.com	YES
HD Supply	Cynde Smith	858-752-4042	cynde.smith@hdsupply.com	YES
HD Supply	Sheila Schnellenberger	703 629 7574	sheila.schnellenberger@hdsupply.com	
Granger	Brooke VandeKamp	602-480-9809	Brooke.vandeKamp@granger.com	
Granger	Denise Childress	520 205 2023	Denise.Childress@Granger.com	YES
Border States / Supplyforce	Rick Carroll	602 797 4715	rcarroll@border-states.com	

By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Office of Procurement Services web page (<http://www.maricopa.gov/Materials/solicitation.aspx>) or on the Bidsync.com website (<http://www.bidsync.com>) for all addenda that may be posted for this Request for Proposals. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company/s Bid as indicated on the "Notice of Solicitation" page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposals administrative information, contract terms and all specifications posted to the Maricopa County Office of Procurement Services web page.

*ARE YOU THE POINT OF CONTACT

PRE-PROPOSAL CONFERENCE

MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES

16154-RFP

320 WEST LINCOLN STREET

OFFICE OF PROCUREMENT SERVICES CONFERENCE ROOM

SEPTEMBER 1, 2016, 9:00 AM

PLEASE PROVIDE YOUR BUSINESS CARD(S)

PLEASE PRINT

COMPANY / FIRM	ATTENDEE	PHONE NUMBER	E-MAIL	*YES or NO
Windstream Communications	Jody Wagner	480-395-5614	Jody.Wagner@Windstream.com	Yes
Windstream	Alyham Kochaji	480-703-0377	alyham.kochaji@windstream.com	

By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Office of Procurement Services web page (<http://www.maricopa.gov/Materials/solicitation.aspx>) or on the Bidsync.com website (<http://www.bidsync.com>) for all addenda that may be posted for this Request for Proposals. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company/s Bid as indicated on the "Notice of Solicitation" page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposals administrative information, contract terms and all specifications posted to the Maricopa County Office of Procurement Services web page.

***ARE YOU THE POINT OF CONTACT**

Question and Answers for Bid #16154-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

Overall Bid Questions

Question 1

Questions (Submitted: Jul 28, 2016 1:40:20 PM MST)

Answer

- No questions will be accepted through BidSync. All questions are to be submitted after Pre-proposal meeting on September 1, 2016. (Submitted: Jul 28, 2016 1:40:20 PM MST) (Answered: Jul 28, 2016 1:41:24 PM MST)