

C2025081

Wednesday, May 14, 2025



## Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

### Departmental Information

<b>What is your name?</b>	Ava Elsaghir
<b>What is your department?</b>	General Services Department
<b>What is your email address?</b>	Ava.Elsaghir@Nashville.gov
<b>What is your phone number?</b>	(615) 930-6049
<b>In addition to your department, will other Metro departments be utilizing this cooperative?</b>	<input checked="" type="button" value="Yes."/>
<b>If other Metro departments will be utilizing this cooperative, list them here:</b>	Possibly all METRO Departments
<b>How much do you estimate spending on this cooperative contract?</b>	\$3,000,000.00

### Cooperative Information

<b>What is the cooperative entity?</b>	<input checked="" type="button" value="Cooperative - Omnia."/>
<b>What is the lead agency?</b>	Maricopa County - State of Arizona
<b>Who is the supplier?</b>	HD Supply Facilities Maintenance LTD.
<b>Is the supplier registered in iSupplier?</b>	<input checked="" type="button" value="Yes."/>
<b>If yes, what is the supplier's ISN?</b>	3095

**What is the contract number?** 16154

**When did the contract start?** Wednesday, January 11, 2017








**When does the contract end?** Thursday, December 31, 2026

**What was the solicitation method for this contract?** RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**  
 MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**  
 This Cooperative offers wide range of products, supplies, equipment and material in addition to offering related services. HD offered wide range of discounts for several products. It's unlikely that METRO as a single agency would get the same discounts compared to offered discounts that covers several municipalities, counties and government agencies in addition to schools

**Upload the original contract from the lead agency.**

-  16154\_-\_Amendment\_2.pdf
-  16154\_HD\_Supply\_AM1.pdf
-  16154\_HD\_Supply\_MAD\_2017\_01\_11.pdf
-  16154\_Packet\_for\_Bid\_ADDENDUM\_1... .pdf
-  16154-HD\_Supply\_AM3\_2025\_02\_03.pdf
-  Executive\_Summary\_MRO\_HDSupply\_... .pdf
-  Revised\_Combined\_Postings\_for\_Web....pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?** No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.**

Yes.

**I accept the terms of this contract without exception.**

Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**



16154\_Packet\_for\_Bid\_ADDENDUM\_1... .pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for **maintenance, repair, operating supplies, industrial supplies, and related products and services from HD Supply via Omnia contract 16154** is recommended for approval.

The anticipated project value is **\$3,000,000.00**. The estimated savings to Metro via this cooperative is **\$345,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

### **Legal Justification**

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Omnia; the lead agency is Maricopa County. Maricopa County is a public institution in Arizona that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 05 offers**.

### **Regulatory Justification**

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

### **Value Justification**

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**11% average off MSRP**) leverages both the scale of Omnia membership and the competition of 05 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$345,071.00.**

### **Impact on Minority & Women Owned Businesses**

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley  
05/15/2025





Cooperative Request Signature Form

Co-Op Request Number	c2025081
Date Received	May 14, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland  
Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

5/15/2025 | 10:58 AM CDT  
Date Signed



**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL  
SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S.  
Communities) Contract - HD Supply Facilities Maintenance LTD.**

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

**CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 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 11<sup>th</sup> day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, Ltd., Florida Limited Partnership ("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 1<sup>th</sup> day of February, 2017 and ending the 31<sup>st</sup> 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 Contract or as a matter of law. The provisions of this clause shall survive the expiration or termination of this Contract.**

#### 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:

**SERIAL 16154-RFP**

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number if provided during account set-up or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of shipment
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- 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.

3.4 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

**SERIAL 16154-RFP**

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 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 based on applicable law and pursuant to tax exemption regulations. 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.

**SERIAL 16154-RFP****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 actual and direct claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) to the extent arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or willful misconduct relating to the Contractor's 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 actual and direct 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, to the extent caused by negligent acts, errors, omissions, 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 employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Contractor's obligation to indemnify, defend and hold harmless County shall not apply in cases of County's negligence or intentional misconduct. Further, Contractor shall not be so obligated and specifically disclaims any liability for claims that are due to: building design and/or construction, product misuse, misapplication of the product, improper site or surface preparation, improper selection of product and/or color, or improper maintenance. 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 extends to the 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

**SERIAL 16154-RFP**

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, except where such agent or representative is a contractor or subcontractor retained by the County.
- 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, except where such agent or representative is a third-party contractor or subcontractor retained by the County.

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 County and its agents, officers, directors and employees (except for third-party contractors or subcontractors retained by the County) 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 ~~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 ~~Commercial Umbrella~~ insurance, if necessary, in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builder's Risk insurance shall be maintained until completion of the units under construction subject to the agreement as complete. 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.



**SERIAL 16154-RFP**

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 provide prior written notice of cancellation to Maricopa County based on state guidelines. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4<sup>th</sup> Avenue** ~~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.

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 Except for payment obligations, 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,

**SERIAL 16154-RFP**

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.
- 6.5.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH

**SERIAL 16154-RFP**

DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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 reasonable 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 after being provided written notice and reasonable opportunity to cure 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 promptly. 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

**SERIAL 16154-RFP**

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, which consent shall not be unreasonably withheld. 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.

**SERIAL 16154-RFP**

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:~~

~~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

~~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.



**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 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.

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

6.28.1 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.

6.28.2 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.

6.28.3 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.

**6.29 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.

**SERIAL 16154-RFP**

**6.30 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.

**6.31 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.

**6.32 PRICES:**

Pricing will be compliant with the Pricing Commitments as described in the Administration Agreement dated as of January 12, 2017 by and between U.S. Communities Government Purchasing Alliance and Contractor.

**6.33 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.

**6.34 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.~~

**6.34.1 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.**

**6.34.2 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.**

**6.35 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

6.36 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.

6.37 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.

6.38 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.38.1 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.

6.38.2 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.

6.39 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 cancellation. 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.

6.40 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.

**SERIAL 16154-RFP**

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 4<sup>th</sup> Avenue**

Phoenix, Arizona 85003-2494

For Contractor:

with a copy to:

HD Supply Facilities Maintenance, Ltd.

PO Box 509055

San Diego, CA 92150-9055

Attn: Contracts Department

HD Supply Facilities Maintenance, Ltd.

**3400** ~~3400~~ Cumberland Blvd, Suite ~~1700~~

Atlanta, GA 30339

Attn: Legal

SERIAL 16154-RFP

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

**CONTRACTOR**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Robin Soehl, VP, Information Integrity & Compliance  
PRINTED NAME AND TITLE

101 Riverview Parkway, Santee, CA 92071  
ADDRESS

12/15/2016  
DATE

**MARICOPA COUNTY**

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017  
DATE


**ATTESTED:**

  
\_\_\_\_\_  
CLERK OF THE BOARD 01/17/17

JAN 17 2017  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

 12, 2017  
DATE

SERIAL 16154-RFP

**EXHIBIT A****PRICING**

SERIAL 16154-RFP	BFO	
NIGP CODE: 45041		
RESPONDENT'S NAME:		HD Supply Facilities Maintenance, Ltd.
COUNTY VENDOR NUMBER :		VC0000004973
ADDRESS:		3100 Cumberland Blvd., Ste. 1700
		Atlanta, GA 30339
P.O. ADDRESS:		PO Box 509055, San Diego, CA 92150
TELEPHONE NUMBER:		877-610-6912
FACSIMILE NUMBER:		877-219-8526
WEB SITE:		hdsupplysolutions.com
CONTACT (REPRESENTATIVE):		Cynde Smith
REPRESENTATIVE'S E-MAIL ADDRESS:		<a href="mailto:cynde.smith@hdsupply.com">cynde.smith@hdsupply.com</a>

	<b>YES</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]

<b>1.0 PRICING:</b>				
1.2	Wholesale Catalog Discount By Category			
		Annual Issue Date of Catalog	<u>March/April</u>	
	(Insert Sub-categories as necessary)			
MINIMUM		<b>MINIMUM Discount from List</b>		
1.1	<u>Category 1</u>	<u>Appliances</u>		
		Refrigerators	5	%
		Ovens	5	%
		Oven Repair	20	%
		Laundry	5	%
		Dishwashers & other Appliances	5	%
		Refrigerator Repair	15	%
		Microwaves	10	%
		Range Hood Filters	20	%
		Range Hoods	20	%
		Washer & Dryer Repair	15	%
		Gas Supply Lines & Fittings	15	%
		Laundry Carts	5	%
		Dishwasher Repair	15	%
		Ice Machines	5	%
		Ice Machine Repair	10	%
1.2	<u>Category 2</u>	<u>Building Materials</u>	5	%
		Slab Doors	10	%
		Bi-Fold	5	%
		Moldings	10	%

**SERIAL 16154-RFP**

		Bypass Doors		5	%
		Pre-hung Int. Doors		5	%
		Exterior Doors		5	%
1.3	Category 3	Hardware		5	%
		Residential Locksets		10	%
		Door & Wall Protection		15	%
		Screen Doors, Frame & Wire		15	%
		Door Security Hardware		15	%
		Commercial Locksets		10	%
		Mailboxes & Accessories		15	%
		Weatherization & Thresholds		20	%
		Ceiling Tile		5	%
		Door Hinges & Closers		10	%
		Wardrobe Hardware		15	%
		Cabinet & Drawer Hardware		15	%
		Window Hardware		10	%
		Commercial Door Hardware		10	%
		Electronic Locks & Safes		5	%
		Sliding Patio Door Hardware		10	%
		Gate & Garage Door Hardware		10	%
		Fasteners		10	%
		Storm Door		5	%
1.4	Category 4	HVAC		5	%
		Fireplace		10	%
		Air Filtration		15	%
		PTAC & Ductless (Mini Splits)		5	%
		Refrigerants & Compressed Gases		5	%
		Thermostats & Temperature Control		10	%
		Window & Portable Air Conditioners		10	%
		Wall Air Conditioners		5	%
		Exhaust Fans		15	%
		Condensing Units		5	%
		Repair Parts		10	%
		Tools & Supplies		10	%
		Heaters		10	%
		Hydronic Products, Controls & Gauges		5	%
		Indoor Air Quality (IAQ)		10	%
		Air Handlers, Furnaces & Coils		5	%
		Ventilation		10	%
		Compressors & Fittings		10	%
		Warranty/OEM Parts		0	%
		Thru-The-Wall Condensers		5	%
		Clearance - HVAC		0	%
1.5	Category 5	Kitchen and Bath Cabinets		10	%
		Medicine Cabinets		15	%
		Countertops		0	%

**SERIAL 16154-RFP**

		Bathroom Vanities		15	%
		Kitchen Cabinets		10	%
1.6	Category 6	Janitorial		5	%
		Floor Mats		10	%
		Paper Product		20	%
		Cleaning Chemicals		20	%
		Cleaning Equipment		15	%
		Waste Receptacles And Liners		10	%
		Pest Control		10	%
		Trash Liners		20	%
		Vacuums And Accessories		5	%
		Carpet Extractors & Floor Machines		5	%
		Odor Control		5	%
		Hand Soaps & Sanitizers		15	%
		Dilution Systems		5	%
1.7	Category 7	Landscaping Equipment and Supplies		5	%
		Planters		5	%
		Garden Hoses & Nozzles		10	%
		Sprinkler Heads, Nozzles & Accessories		5	%
		Sprinkler Valves & Accessories		10	%
		Outdoor Equipment		5	%
		Ice Melt		5	%
		Utility Vehicle & Accessories		5	%
1.8	Category 8	Motors/Pumps		5	%
		Motors & Fan Blades		5	%
		Circulator Pumps		5	%
		Pumps & Regulators		5	%
1.9	Category 9	Paints/Coatings		5	%
		Caulking		15	%
		Interior Surface Repair		15	%
		Paint Application		10	%
		Tapes & Adhesives		10	%
		Paint		5	%
		Spray Paint		10	%
		Primers		5	%
		Exterior Surface Repair		5	%
1.10	Category 10	Plumbing		5	%
		Kitchen & Bar Faucets		10	%
		Lavatory Faucets		10	%
		Stems & Cartridges		10	%
		Tub Spouts & Showerheads		10	%
		Bathroom Hardware		15	%
		Sinks		10	%
		Faucet & Shower Valve Repair		15	%



**SERIAL 16154-RFP**

		Specialty & Commercial Faucets		5	%
		Handles And Index Buttons		10	%
		Tub & Shower Trim Kits & Valves		5	%
		Pop Ups & Repair		10	%
		Spouts & Aerators		10	%
		Decorative Bath Hardware		10	%
		Escutcheons and Flanges		10	%
		Clearance faucets and showerheads		0	%
		Water Heaters		5	%
		Toilet & Tank Repair		10	%
		Disposers & Repair		5	%
		Shower Doors, Tubs & Enclosures		10	%
		Toilets		10	%
		Toilet Seats		20	%
		Drain Cleaning Equipment		5	%
		Metal & Plastic Tubular		10	%
		Public Washroom		10	%
		Water Heater Repair		5	%
		Sink Repair		20	%
		Water Coolers & Bubblers		5	%
		Tub Waste and Drain Repair		10	%
		Pipe Repair & Weatherization		10	%
1.11	Category 11	Pool Supplies		5	%
		Pool And Patio Furniture		5	%
		Pool Chemicals		5	%
		Pool Equipment		10	%
1.12	Category 12	Tools, Hand-Held General Purpose		5	%
		Acrylic Sheet		5	%
		Hand Tools		10	%
		Ladders & Ladder Acc.		5	%
		Lubricants		10	%
		Plumbing Hand Tools		10	%
		Carts & Trucks		10	%
		Wheels & Casters		10	%
		Storage		15	%
1.13	Category 13	Tools, Power Type		5	%
		Power Tools		5	%
		Shop Tools		5	%
		Power Tool Accessories		10	%
		Power Equipment		5	%
		Bench Top Tools		5	%
1.14	Category 14	Flooring and Window Coverings		10	%
		Vinyl Mini Blinds		20	%

## SERIAL 16154-RFP

		Standard Vertical Blinds		20	%
		1" Deluxe Vinyl Mini Blinds		20	%
		Aluminum Mini Blinds		20	%
		Window Shades & Rods		15	%
		Faux Wood Blinds		15	%
		Deluxe Vertical Blinds		10	%
		Window Covering Accessories		15	%
		2" Deluxe Vinyl Mini Blinds		15	%
		Floor Tile		10	%
		Flooring Tools		15	%
		Floor Prep & Adhesive		15	%
1.15	Category 15	Hospitality		5	%
		Hospitality - Banquet Furniture		5	%
		Hospitality - Shower Curtains & Liners		5	%
		Hospitality - Guest Room Case Goods & Furniture		5	%
		Hospitality - Food & Beverage Equipment & Supplies		10	%
		Hospitality - Guest Room Coffee Makers & Coffee		5	%
		Hospitality - Guest Room Appliances		5	%
		Hospitality - Personal Care Amenities		5	%
		Hospitality - Telephones & Accessories		5	%
		Hospitality - Guest Room Supplies		10	%
		Hospitality - Beds & Frames		5	%
		Hospitality - Office Supplies & Equipment		10	%
		Hospitality - Housekeeping Carts & Accessories		10	%
		Hospitality - Fitness Equipment		5	%
		Hospitality - Extended Stay/Timeshare Supp & Equipment		5	%
		Hospitality - Bellman's Carts & Accessories		5	%
		Hospitality - Logo Amenities		5	%
		Hospitality - Business Forms		15	%
		Hospitality - Guest Room Printed Supplies		10	%
		Hospitality - Baby Cribs & Sheets		5	%
		Hospitality - Bathroom Hardware (Hospitality)		5	%
		Hospitality - Restaurant Equipment & Supplies		5	%
		Hospitality - Crowd Management		5	%
		Hospitality - ADA Communications		5	%
		Hospitality - Artwork, Frames & Mirrors		5	%
		Hospitality - Room Decor		5	%
		Hospitality - Laundry Carts & Accessories		10	%
		Hospitality - Guest Kitchen Appliances		5	%
		Hospitality - Safety & Signage		5	%
1.16	Category 16	Water/Wastewater Treatment		5	%
		Water Supply & Fittings		15	%
		Pipe & Pipe Fittings		5	%
		Water Filtration		5	%
1.17	Category	Miscellaneous		5	%

**SERIAL 16154-RFP**

17					
		Ability One - Floor Care		5	%
		Ability One - Cleaning Supplies		10	%
		Ability One - Brooms & Brushes		5	%
		Ability One - Safety & Sundries		5	%
		Ability One - Paper Products		5	%
		Ability One - Paint & Tape		5	%
		Electrical - Carbon Monoxide Alarms		15	%
		Electrical - Smoke Alarms & Fire Safety		15	%
		Electrical - Fire Extinguishers & Cabinets		5	%
		Electrical - Wiring Devices - GFCIs		15	%
		Electrical - Wall Plates		15	%
		Electrical - Wiring Devices - Receptacles		15	%
		Electrical - Wiring Devices		15	%
		Electrical - Power Cords & Connectors		15	%
		Electrical - Two-Way Communications		5	%
		Electrical - Door Chimes & Intercoms		15	%
		Electrical - Wiring Supplies		10	%
		Electrical - Circuit Breakers & Fuses		10	%
		Electrical - Building Wire		10	%
		Electrical - Electrical Tools & Meters		10	%
		Electrical - Security & Surveillance		10	%
		Electrical - Conduit & Weatherproof/Electrical Boxes		15	%
		Electrical - Lighting Controls		15	%
		Electrical - Telephone & Video Repair		15	%
		Electrical - Surge Protection		15	%
		Electrical - Time Switches		15	%
		Electrical - Audio/Video Equipment		5	%
		Electrical - Plug & Connectors		15	%
		Electrical - Audio/Video Accessories		10	%
		Electrical - Clearance - Electrical		0	%
		Electrical - Cameras		5	%
		Grounds - Benches & Picnic Tables		5	%
		Grounds - Petwaste Stations & Accessories		10	%
		Grounds - Flags		5	%
		Grounds - Bike Racks		5	%
		Grounds - Barbecues		5	%
		Grounds - Playgrounds		5	%
		Healthcare - Patient Care		10	%
		Healthcare - Bathing & Toileting		5	%
		Healthcare - Bathing Units/Supplies & Repair		5	%
		Healthcare - Shelving & Storage		5	%
		Healthcare - Resident Room Furniture		5	%
		Healthcare - Nurse Call & Audio/Video Equipment		5	%
		Healthcare - Bed Repair Parts		10	%
		Healthcare - Incontinent Care		5	%
		Healthcare - Wheelchair Repair Parts		15	%
		Healthcare - Wheelchair Cushions & Accessories		5	%
		Healthcare - Biohazard Containment		10	%

**SERIAL 16154-RFP**

		Healthcare - Therapy & Fitness		5	%
		Healthcare - Privacy Curtains & Hardware		10	%
		Healthcare - Carts & Receptacles		5	%
		Healthcare - Lift Repair		5	%
		Healthcare - Mattresses		5	%
		Healthcare - Wheelchairs & Walkers		5	%
		Healthcare - Beds & Accessories		5	%
		Healthcare - Respiratory Aid		10	%
		Healthcare - Lifts & Slings		5	%
		Healthcare - Mobility Aids & Repair Parts		5	%
		Healthcare - Bed & Bath Linen		5	%
		Healthcare - Resident Monitoring / Fall Prevention		5	%
		Healthcare - Hampers and Accessories		5	%
		Healthcare - Scales		5	%
		Healthcare - Aids to Daily Living		5	%
		Healthcare - Diagnostic		5	%
		Healthcare - Exam Gloves		10	%
		Healthcare - Recliners and Accessories		5	%
		Healthcare - Wheelchair Ramps		5	%
		Healthcare - Healthcare Office		5	%
		Healthcare - Defibrillators		5	%
		Lamps & Ballasts - Fluorescent Tubes		20	%
		Lamps & Ballasts - Pin Based Compact Fluorescents		20	%
		Lamps & Ballasts - Batteries & Flashlights		20	%
		Lamps & Ballasts - Fluorescent Lamp Adapters		20	%
		Lamps & Ballasts - Ballasts & Starters		10	%
		Lamps & Ballasts - LED Lamps		5	%
		Lamps & Ballasts - A-Lamps		10	%
		Lamps & Ballasts - H.I.D. Lamps		10	%
		Lamps & Ballasts - Decorative Lamps		10	%
		Lamps & Ballasts - PAR Lamps		10	%
		Lamps & Ballasts - Reflector Lamps		10	%
		Lamps & Ballasts - Halogen Lamps		10	%
		Lamps & Ballasts - Special Application Lamps		10	%
		Lamps & Ballasts - Clearance - Lamps & Ballast		5	%
		Lighting Fixtures - Indoor LED Fixtures		15	%
		Lighting Fixtures - Outdoor LED Fixtures		10	%
		Lighting Fixtures - Indoor Incandescent Ceiling Fixtures		20	%
		Lighting Fixtures - Emergency Lighting Fixtures		10	%
		Lighting Fixtures - Ceiling Fans		15	%
		Lighting Fixtures - Light Fixture Glass		10	%
		Lighting Fixtures - Linear Fluorescent Fixtures		10	%
		Lighting Fixtures - Bathroom Fixtures		10	%
		Lighting Fixtures - Indoor Fluorescent Ceiling Fixtures		15	%
		Lighting Fixtures - Outdoor Fluorescent Fixtures		10	%
		Lighting Fixtures - Security Lighting		10	%
		Lighting Fixtures - Outdoor Incandescent Fixtures		10	%
		Lighting Fixtures - Light Fixture Repair		10	%
		Lighting Fixtures - Indoor Wall Fixtures		10	%

**SERIAL 16154-RFP**

		Lighting Fixtures - Lamp Shades	10	%
		Lighting Fixtures - Chandeliers & Pendants	10	%
		Lighting Fixtures - Recessed & Track Lighting	5	%
		Lighting Fixtures - Hospitality Portable Fixtures	10	%
		Property Marketing - Banners	5	%
		Property Marketing - Marketing Flags	5	%
		Property Marketing - Gifts	5	%
		Property Marketing - Apparel	5	%
		Property Marketing - Yard Signs	5	%
		Property Marketing - Key Tags	5	%
		Property Marketing - A-Frame Signs	5	%
		Property Marketing - Drinkware	5	%
		Property Marketing - Balloons	5	%
		Property Marketing - Events	5	%
		Property Marketing - Indoor Banners	5	%
		Raw Materials - Hardware	0	%
		Raw Materials - Raw Materials	5	%
		Raw Materials - Screening	5	%
		Office Solutions - Storage	10	%
		Office Solutions - Forms	5	%
		Office Solutions - Parking Permits	5	%
		Office Solutions - Paper	5	%
		Office Solutions - Violations	5	%
		Office Solutions - Ink/Toner	5	%
		Office Solutions - Message Boards	5	%
		Office Solutions - Presentation	5	%
		Office Solutions - Desktop	5	%
		Office Solutions - Filing	5	%
		Office Solutions - Mailroom/Shipping	5	%
		Office Solutions - Technology	5	%
		Office Solutions - Low Tech	5	%
		Office Solutions - Stationery	5	%
		Office Solutions - Writing	5	%
		Office Solutions - Planning/Organization	5	%
		Office Solutions - Labels	5	%
		Office Solutions - Note Pads	5	%
		Office Solutions - Greeting Cards	5	%
		Office Solutions - Binders	5	%
		Office Solutions - Pool Permits	5	%
		Safety Products - Hand Protection	20	%
		Safety Products - Safety Apparel	10	%
		Safety Products - First Aid	10	%
		Safety Products - Respiratory Protection	15	%
		Safety Products - Eye Protection	15	%
		Safety Products - Spill Control & Containment	10	%
		Safety Products - Lockout Tagout	10	%
		Safety Products - Hearing Protection	15	%
		Safety Products - Safety Training Materials	10	%
		Safety Products - Fall Protection	5	%

1.2	Do you offer a Rebate in lieu of a discount				Y*	(Y/N)	
					"Rebate is offered in addition to a discount"		
	<i>If annualized net purchases are...</i>		<i>...the rebate paid on net purchases will be...</i>				
	<i>over...</i>	<i>but not over...</i>	<i>will be...</i>	<i>of the amount over...</i>			
	\$500,000	\$999,999	1.00%	\$0			
	\$1,000,000	\$1,999,999	1.50%	\$0			
	\$2,000,000	NA	2.00%	\$0			
	<p>The rebate will be calculated at the Agency level based on its properties or facilities within its account hierarchy in HD Supply's database. At HD Supply's discretion, rebates will only be available to purchasers and will not include group purchasing organizations or similar entities.</p> <p>The rebate percentages apply only to net purchases above the noted thresholds. Net purchases are defined as invoiced product purchases less returns, other discounted items, and invoices that are 90+ days beyond terms from all customer properties. The rebate is paid annually based on HD Supply's fiscal calendar, which typically begins in February. Rebate payments are accompanied by a detailed report showing the purchases by property and region established in our database. Any invoices that are 90+ days beyond terms at the time of incentive calculation and payment may be excluded from incentive payments or discounts.</p>						

## **EXHIBIT B SCOPE 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 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 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING 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

**SERIAL 16154-RFP**

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 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.

**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 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

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



**SERIAL 16154-RFP****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 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.

**2.3.1 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.

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

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 Contractors complete 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:

Internet

Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

~~Wholesale:~~

~~Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be allowed once per year.~~

2.5.1 **Discounts by product subcategory are set forth in Exhibit A - Pricing. Percentages are applied to the then-current list price. All customers will be guaranteed our published list price, minus the category discount in Exhibit A - Pricing; however, certain products requiring special processing, such as design services, may be subject to tiered pricing based on volume.**

2.5.2 **List price on all stocked items shall remain fixed from approximately March to March of each year. Stocked items are all items in the catalog or on the website as "next day delivery" (excluding refrigerant products and other mutually agreed upon items). New pricing for each year will be published during March of each year.**

2.5.3 **List price on all non-stocked items, which are items not identified in the catalog or on the website as "next day delivery", may be adjusted at any time without notice.**

**SERIAL 16154-RFP**

**The discount percentages will remain fixed for the duration of the Contract and will be applied to the list price in effect at the time of sale.**

- 2.5.4 **Discount percentages will not apply to Special Orders, Promotional Items, Renovations, Installations or Contract Priced Items. The list price may be accessed by logging in to <https://hdsupplysolutions.com/> or through the Easy Order App.**

**Due to the uncertain impact of tariffs referenced in <https://ustr.gov>, pricing of stocked items may be adjusted from time to time. Any changes will be provided to County for review and approval not less than ten (10) business days prior to implementation. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Failure to reject any changes prior to implementation as provide above shall be deemed express approval by County of such changes.**

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all 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.

2.8 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:

2.8.1 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. 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.

2.10 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 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.

**SERIAL 16154-RFP**

- 2.10.3 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.
- 2.10.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
  - 2.10.6.1 Contract Serial number
  - 2.10.6.2 Contractor's name and address
  - 2.10.6.3 Participating Public Agency's name and address
  - 2.10.6.4 Participating Public Agency's purchase order number
  - 2.10.6.5 A description of product(s) shipped, including item number(s), quantity(ies), 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.

**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 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.

**SERIAL 16154-RFP**

- 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.

- 3.7.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon prompt 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 which becomes or is found to be defective during the term of this warranty.

- 3.7.2.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY

**SERIAL 16154-RFP**

CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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 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.~~



**SERIAL 16154-RFP**

~~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](mailto: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.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

**SERIAL 16154-RFP**

~~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 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 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.
  - 2.4 Contractors shall 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 (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 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 County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 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. The letters shall be of such size that they are distinguishable from a reasonable distance.
- 5.9 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
  - Shirt/blouse
  - Vest
  - Cap

**SERIAL 16154-RFP**

- 5.10 **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.**
- 5.11 **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 Contract 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 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.**

**8.0 DELIVERY:**

- 8.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7<sup>th</sup>) calendar day after order is received.**
- 8.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 8.3 **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.**

**SERIAL 16154-RFP**

**8.4 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.**

**9.0 FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

**9.1 Payment terms shall be calculated based on the date of a properly completed invoice.**

**9.2 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.**

**9.3 Invoices should contain all of the following information at a minimum:**

- 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 Contract**

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

**9.5 Invoices shall be e-mailed to: [FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV](mailto:FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV)**

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

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

**SERIAL 16154-RFP**

- 9.7 **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>).**
- 9.8 **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.**

**SERIAL 16154-RFP**

**HD SUPPLY FACILITIES MAINTENANCE LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058**

PRICING SHEET: NIGP CODE 45041

Terms: **2% 10 DAY NET 30 DAYS**

Vendor Number: VC0000004973

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021 2026.**



SERIAL 16154-RFP

**AMENDMENT No.2**  
To  
**SERIAL #16154-RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES,  
AND RELATED PRODUCTS AND SERVICES**

Between

**HD SUPPLY FACILITIES MAINTENANCE, LTD**  
&  
**MARICOPA COUNTY, ARIZONA**

WHEREAS, Maricopa County, Arizona ("County") and **HD SUPPLY FACILITIES MAINTENANCE, LTD** ("Contractor") have entered into a Contract for the purchase of **RELATED PRODUCTS AND SERVICES** dated **January 11, 2017 (Eff. 02/01/17)** ("Agreement") **County Contract No: 16154-RFP.**

WHEREAS, County and **HD SUPPLY FACILITIES MAINTENANCE, LTD** have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amend the contract to include language in §2.1 and in Exhibit B, Scope of Work, §§2.5.4 and 2.5.5 to allow for consideration of price changes of stocked items consistent with such industry data at any time during the year in the event Contractor's cost of stocked items increases, including taxes, freight, raw materials, handling, or other costs.

**Please see below for the revisions:**

**2.0 FEE ADJUSTMENTS:**

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration, **except as allowed for in Exhibit B, Scope of Work, §§ 2.5.6 and 2.5.6.** 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.

**In EXHIBIT B, SCOPE OF WORK**

- 2.5.4 **Notwithstanding the foregoing, including Section 2.5.2 above, in the event Contractor's cost of stocked items increases, including taxes, freight, raw materials, handling, or other costs, and Contractor provides written evidence of industry data indicating such cost increases, Contractor may increase pricing of stocked items consistent with such industry data at any time during the year. Any proposed changes will be consolidated and provided to the County by the tenth of each month, if changes are contemplated, for review and approval not less than 10 business days prior to implementation. If prices for multiple items are requested for an increase, Contractor shall submit the items with initial pricing and requested change on a spreadsheet with columns for approval and denial of such change. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Contractor shall also, without direction from the County, advise the County of and implement any price decrease of stocked items.**
- 2.5.5 **Failure to reject any changes prior to implementation as provided above shall be deemed as express approval by County of such changes.**

**SERIAL 16154-RFP**

**IN WITNESS WHEREOF**, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

DocuSigned by:  
**HD SUPPLY FACILITIES MAINTENANCE, LTD**

*Robert Reifsteck*

6083B7EBC778455

Authorized Signature

Robert Reifsteck

Regional Vice President, Government Housing

Printed Name and Title

3400 Cumberland Blvd SE, Atlanta, GA, 30339

Address

1/5/2022 | 8:31:53 AM EST

Date

**MARICOPA COUNTY:**

*[Signature]*  
Chief Procurement Officer

*JAN 7, 2022*  
Date



## CONTRACT PURSUANT TO RFP

**SERIAL 16154-RFP**

This Contract is entered into this 11<sup>th</sup> day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, Ltd., Florida Limited Partnership ("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 1<sup>th</sup> day of February, 2017 and ending the 31<sup>st</sup> 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 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
- Contract Serial Number if provided during account set-up or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of shipment
- Quantity
- Contract Item number(s)

**SERIAL 16154-RFP**

- Description of Purchase (product or services)
  - Pricing per unit of purchase
  - Freight (if applicable)
  - Extended price
  - 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.
- 3.4 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 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**

**3.6 TAX: (SERVICES)**

No tax shall be levied against labor based on applicable law and pursuant to tax exemption regulations. 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.



**SERIAL 16154-RFP**

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 actual and direct claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) to the extent arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or willful misconduct relating to the Contractor's 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 actual and direct 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, to the extent caused by negligent acts, errors, omissions, 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 employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Contractor's obligation to indemnify, defend and hold harmless County shall not apply in cases of County's negligence or intentional misconduct. Further, Contractor shall not be so obligated and specifically disclaims any liability for claims that are due to: building design and/or construction, product misuse, misapplication of the product, improper site or surface preparation, improper selection of product and/or color, or improper maintenance. 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 extends to the 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.

**SERIAL 16154-RFP**

- 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, except where such agent or representative is a contractor or subcontractor retained by the County.
- 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, except where such agent or representative is a third-party contractor or subcontractor retained by the County.
- 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 County and its agents, officers, directors and employees (except for third-party contractors or subcontractors retained by the County) 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, ~~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.

**SERIAL 16154-RFP****6.2.12 Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, Commercial Umbrella insurance, if necessary, in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builder's Risk insurance shall be maintained until completion of the units under construction subject to the agreement as complete. 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.

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 provide prior written notice of cancellation to Maricopa County based on state guidelines. 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.



**SERIAL 16154-RFP**

**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.
  - 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 Except for payment obligations, 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.

**SERIAL 16154-RFP**

**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.
- 6.5.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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 reasonable 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.

**SERIAL 16154-RFP**

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 after being provided written notice and reasonable opportunity to cure 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 promptly. 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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

**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, which consent shall not be unreasonably withheld. 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 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.

**SERIAL 16154-RFP**

**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;

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.

**SERIAL 16154-RFP**

**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

**SERIAL 16154-RFP**

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 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.

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

6.28.1 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.

6.28.2 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.

6.28.3 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.

6.29 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.

6.30 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.

6.31 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



**SERIAL 16154-RFP**

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.

6.32 PRICES:

Pricing will be compliant with the Pricing Commitments as described in the Administration Agreement dated as of January 12, 2017 by and between U.S. Communities Government Purchasing Alliance and Contractor.

6.33 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.

6.34 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.

6.35 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

6.36 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.

6.37 INCORPORATION OF DOCUMENTS:

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

- 6.37.1 Exhibit A, Pricing;
- 6.37.2 Exhibit B, Scope of Work;
- 6.37.3 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:

HD Supply Facilities Maintenance, Ltd.  
PO Box 509055  
San Diego, CA 92150-9055  
Attn: Contracts Department

with a copy to:

HD Supply Facilities Maintenance, Ltd.  
3100 Cumberland Blvd, Suite 1700  
Atlanta, GA 30339  
Attn: Legal

SERIAL 16154-RFP

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

CONTRACTOR

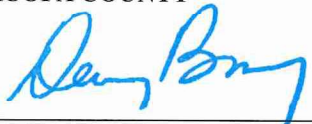
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Robin Soehl, VP, Information Integrity & Compliance  
\_\_\_\_\_  
PRINTED NAME AND TITLE

101 Riverview Parkway, Santee, CA 92071  
\_\_\_\_\_  
ADDRESS

12/15/2016  
\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

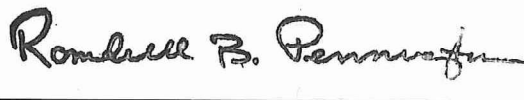
JAN 17 2017  
\_\_\_\_\_  
DATE


ATTESTED:

  
\_\_\_\_\_  
CLERK OF THE BOARD 

JAN 17 2017  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

 12, 2017  
\_\_\_\_\_  
DATE

SERIAL 16154-RFP

## EXHIBIT B SCOPE 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 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 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING 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

**SERIAL 16154-RFP**

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 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.

**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 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

2.2.6.4 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.

**SERIAL 16154-RFP**

- 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 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.

**2.3.1 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.

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

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 Contractors complete 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:

Internet  
Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

2.5.1 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be allowed once per year.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all 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.

2.8 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:

**SERIAL 16154-RFP**

- 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. 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.

2.10 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 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.
- 2.10.3 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.
- 2.10.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
  - 2.10.6.1 Contract Serial number
  - 2.10.6.2 Contractor's name and address
  - 2.10.6.3 Participating Public Agency's name and address
  - 2.10.6.4 Participating Public Agency's purchase order number
  - 2.10.6.5 A description of product(s) shipped, including item number(s), quantity(ies), 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.

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.



**SERIAL 16154-RFP**

**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 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.

3.7.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon prompt 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 which becomes or is found to be defective during the term of this warranty.

3.7.2.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS.

**SERIAL 16154-RFP**

CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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.

SERIAL 16154-RFP

**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 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.

**SERIAL 16154-RFP**

- 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](mailto: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.
- 7.1 Company name, address and contact information
  - 7.2 County bill-to name and contact/requestor information

**SERIAL 16154-RFP**

- 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.

## **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 <b>Attendance is mandatory</b> 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 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**

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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:**

1.0	INTENT
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

**SERIAL 16154-RFP****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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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 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



**SERIAL 16154-RFP**

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).

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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)

**SERIAL 16154-RFP**

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](mailto:sdahle@mail.maricopa.gov). Answers shall be posted to [www.bidsync.com](http://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



**SERIAL 16154-RFP**

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](mailto: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:**

## SERIAL 16154-RFP

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)

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

**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

**SERIAL 16154-RFP**

**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:

**SERIAL 16154-RFP**

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:

SERIAL 16154-RFP

ATTACHMENT D

**RETAIL STORES AND WAREHOUSE LOCATIONS**

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

**SERIAL 16154-RFP**

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				

**SERIAL 16154-RFP**

**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****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.

**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

- 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.



**SERIAL 16154-RFP**

- 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, publically perform, publically 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.

**SERIAL 16154-RFP**

**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.**

**SERIAL 16154-RFP****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)

**SERIAL 16154-RFP**

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

SERIAL 16154-RFP

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

**SERIAL 16154-RFP****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:*

<b>NUMBER OF SALES REPRESENTATIVES</b>	<b>CITY</b>	<b>STATE</b>
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.
<b>Total: 366</b>		

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:

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

**SERIAL 16154-RFP**

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:

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

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**

- Describe how your company proposes to distribute the Products nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- Provide the number and location of support centers (if applicable).
- 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.
  - 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.
  - 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.

**SERIAL 16154-RFP****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.



## SERIAL 16154-RFP

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.

**SERIAL 16154-RFP**

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.)

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

**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 [agency support@BidSync.com](mailto:agency support@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)

**SERIAL 16154-RFP**

**EXHIBIT 3**

**DRAFT CONTRACT**

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT

SERIAL 16154-RFP

## EXHIBIT 4

### INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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.</p> <p>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).</p>								
PRODUCER				CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:				
				INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED				INSURER A:				
				INSURER B:				
				INSURER C:				
				INSURER D:				
				INSURER E:				
				INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
<p>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.</p>								
INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 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				

**SERIAL 16154-RFP****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.



**SERIAL 16154-RFP**

- 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](mailto:FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV). If invoices cannot be e-mailed, U.S. Mail is

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

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 guaranties 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 tradeshow 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.

**SERIAL 16154-RFP**

(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.

**SERIAL 16154-RFP**

(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,



**SERIAL 16154-RFP**

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, transferrable, license to reproduce, modify, distribute, publically perform, publically 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-

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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](mailto: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:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
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.

**SERIAL 16154-RFP**

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,

**SERIAL 16154-RFP**

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]*

**SERIAL 16154-RFP**

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: \_\_\_\_\_

**SERIAL 16154-RFP**

ATTACHMENT A

MASTER AGREEMENT

(Maricopa County Master Agreement/Contract to be attached at time of award.)

## SERIAL 16154-RFP

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	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										
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													



SERIAL 16154-RFP

## 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](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

Honolulu County

Kauai County

Maui County

Kalawao County

Aiea

Anahola

Barbers Point N A S

Camp H M Smith

Captain Cook

Eleele

Ewa Beach

Fort Shafter

Haiku

Hakalau

Haleiwa

Hana

Hanalei

Hanamaulu

Hanapepe

Hauula

Hawaii National Park

Hawaiian Ocean View

Hawi

Hickam AFB

Hilo

Holualoa

Honaunau

Honokaa

Honolulu

Honomu

Hoolehua

Kaaawa

Kahuku

Kahului

Kailua

Kailua Kona

Kalaheo

Kalaupapa

Kamuela

Kaneohe

Kapaa

Kapaau

Kapolei

Kaumakani

Kaunakakai

Kawela Bay

Keaau

Kealakekua

Kealia

Keauhou

Kekaha

Kihei

Kilauea

Koloa

**SERIAL 16154-RFP**

Kualapuu	Puunene
Kula	Schofield Barracks
Kunia	Tripler Army Medical Center
Kurtistown	Volvano
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	

**SERIAL 16154-RFP**

Malama Honua Public Charter School  
ST JOHN THE BAPTIST

Waimanalo Elementary and  
Intermediate School

Kailua High School

PACIFIC BUDDHIST ACADEMY

HAWAII TECHNOLOGY ACADEMY

CONGREGATION OF CHRISTIAN  
BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL

ISLAND SCHOOL

STATE OF HAWAII, DEPT. OF  
EDUCATION

KE KULA O S. M. KAMAKAU

KAMEHAMEHA SCHOOLS

HANAHOU`OLI SCHOOL

KIHEI CHARTER SCHOOL

EMMANUEL LUTHERAN SCHOOL

School Lunch Program

Our Savior Lutheran School

BOARD OF WATER SUPPLY

MAUI COUNTY COUNCIL

Kauai County Council

Honolulu Fire Department

COUNTY OF MAUI

Lanai Community Health Center

Maui High Band Booster Club

Kumulani Chapel

Naalehu Assembly of God

outrigger canoe club

One Kalakaua

Native Hawaiian Hospitality Association

St. Theresa School

Hawaii Peace and Justice

Kauai Youth Basketball Association

NA HALE O MAUI

LEEWARD HABITAT FOR HUMANITY

WAIANAE COMMUNITY OUTREACH

NA LEI ALOHA FOUNDATION

HAWAII FAMILY LAW CLINIC DBA ALA  
KUOLA

BUILDING INDUSTRY ASSOCIATION OF  
HAWAII

UNIVERSITY OF HAWAII FEDERAL  
CREDIT UNION

LANAKILA REHABILITATION CENTER INC.

POLYNESIAN CULTURAL CENTER

CTR FOR CULTURAL AND TECH  
INTERCHNG BETW EAST AND WEST  
BISHOP MUSEUM

ALCOHOLIC REHABILITATION SVS OF HI  
INC DBA HINA MAUKA

ASSOCIATION OF OWNERS OF KUKUI  
PLAZA

MAUI ECONOMIC DEVELOPMENT  
BOARD

NETWORK ENTERPRISES, INC.

HONOLULU HABITAT FOR HUMANITY  
ALOHACARE

ORI ANUENUE HALE, INC.

IUPAT, DISTRICT COUNCIL 50

GOODWILL INDUSTRIES OF HAWAII,  
INC.

HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.

PARTNERS IN DEVELOPMENT  
FOUNDATION

HABITAT FOR HUMANITY MAUI

W. M. KECK OBSERVATORY

HAWAII EMPLOYERS COUNCIL

HAWAII STATE FCU

MAUI COUNTY FCU

PUNAHOU SCHOOL

YMCA OF HONOLULU

EASTER SEALS HAWAII

AMERICAN LUNG ASSOCIATION

Pohaha I Ka Lani

Hawaii Area Committee

Tri-Isle RC&D

Lanai Federal Credit Union

**SERIAL 16154-RFP**

Aloha United Way  
READ TO ME INTERNATIONAL  
FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit  
Union  
Hawaii Island Humane Society  
Western Pacific Fisheries Council  
Kama'aina Care Inc  
International Archaeological Research  
Institute, Inc.  
Community Empowerment Resources  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery  
Program Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
Kroc Center Hawaii  
Kupu  
University of the Nations  
ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and  
Association  
CHAMINADE UNIVERSITY OF  
HONOLULU  
Ricoh

Hawaii Information Consortium  
Leeward Community Church  
E Malama In Keiki O Lanai  
Keawala'i Congregational Church  
Lanai Community Hospital  
  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOA  
Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS  
DOT Airports Division Hilo International  
Airport  
Judiciary - State of Hawaii  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND  
PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS  
CORPORATION  
HAWAII AGRICULTURE RESEARCH  
CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii  
Office of the Governor  
CITY AND COUNTY OF HONOLULU  
Lanai Youth Center  
US Navy  
Defense Information System Agency  
84th Engineer Battalion  
Department of Veterans Affairs  
Central School District 13J (Polk County,  
Oregon)  
Milton-Freewater Unified School District  
No 7  
Ontario School District 8C  
Warrenton Hammond School  
Columbia Academy  
VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Trinity Lutheran Church and School

**SERIAL 16154-RFP**

Bethel School District #52  
Ppmc Education Committee  
Stayton Christian School  
South Columbia Family School  
Sunrise Preschool  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
Knova Learning  
New Horizon Christian School  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26  
ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH

BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT  
BLANCHET SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY  
MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT

**SERIAL 16154-RFP**

CANBY SCHOOL DISTRICT  
OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL  
DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT  
NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION  
SERVICE DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE  
DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT  
NO.17-C  
REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS  
SD  
DOUGLAS EDUCATION SERVICE  
DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT  
116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT  
NO.4  
  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C

CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT  
509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69  
SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103  
- WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE  
DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
Pedee School  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
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

**SERIAL 16154-RFP**

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'Etoiile 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  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
jackson county  
josephine county  
klamath county  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY  
UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
Mckenzie Personnel Services  
Washington County Facilities & Park  
Services  
Multnomah County Department of  
Community Justice  
NORCOR Juvenile Detention  
Tillamook County Estuary  
Job Council  
BAKER CNTY GOVT  
TILLAMOOK CNTY

Multnomah County Dept of County  
Assets  
Wheeler County  
Resource Connections of Oregon  
Lane County Sheriff's Office  
Clatsop County Sheriff's Office  
Harney County Community Corrections  
Clackamas County Juvenile Dept  
Columbia Basin Care Facility  
City of Seaside Police Department  
Tamarack Aquatic Center  
Seven Feathers Casino  
Oliver P Lent PTA  
Willamette Valley Rehab Center  
St Paul Baptist Church  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
Sweet Home United Methodist Church  
Cedar Hills Baptist Church  
Good Samaritan Ministries  
Unitarian Universalist Church in Eugene  
Emmanuel Bible Church  
La Pine Chamber of Commerce  
Klamath Siskiyou Wildlands Center  
Farmworkers Housing Development  
Corporation  
World Forestry Center  
Oregon Farm Bureau  
Mt Emily Safe Center  
Salem First Presbyterian Church  
Rolling Hills Baptist Church  
Baker Elks  
Gates Community Church of Christ  
PIP Corps LLC  
Turtle Ridge Wildlife Center  
Grande Ronde Model Watershed  
Foundation  
Western Environmental Law Center  
Oregon District 7 Little League  
Mercy Flights, Inc.  
Metropolitan Contractor Improvement  
Partnership



**SERIAL 16154-RFP**

The Christian Church of Hillsboro  
Oregonb  
Congregation Neveh Shalom  
My Fathers House  
Step Forward Activities Inc  
  
HHoly Trinity Greek Orthodox Cathedral  
MECOP Inc.  
Workforce Northwest Inc  
Lane Arts Council  
Integral Youth Services  
Children Center At Trinity  
Beaverton Christians Church  
Oregon Humanities  
St. Pius X School  
Community Connection of Northeast  
Oregon, Inc.  
St Mark Presbyterian Church  
Living Opportunities, Inc.  
Coos Art Museum  
OETC  
Blanchet House of Hospitality  
Garten Services Inc  
Merchants Exchange of Portland,  
Oregon  
Coalition for a Livable Future  
West Salem United Methodist  
Central Oregon Visitors Association  
Soroptimist International of Gold Beach,  
OR  
Real Life Christian Church  
Dayton Christian Church  
Delphian School  
AVON  
EPUD-Emerald People's Utility District  
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

ALZHEIMERS NETWORK OF OREGON  
NATIONAL WILD TURKEY FEDERATION  
TILLAMOOK ESTUARIES PARTNERSHIP  
LIFEWORCS NW  
Independent Development Enterprise  
Alliance  
MID-WILLAMETTE VALLEY COMMUNITY  
ACTION AGENCY, INC  
HALFWAY HOUSE SERVICES, INC.  
REDMOND PROFICIENCY ACADEMY  
OHSU FOUNDATION  
SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING  
CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY  
FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND  
EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL  
NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS  
ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE  
STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL  
FOUNDATION

**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 MENONNITE  
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

**SERIAL 16154-RFP**

WOODBURN AREA CHAMBER OF  
COMMERCE  
CONTEMPORARY CRAFTS MUSEUM  
AND GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING  
FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE  
DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND  
SOUTH COAST COUNTIES  
PLANNED PARENTHOOD OF  
SOUTHWESTERN OREGON  
HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
MEALS ON WHEELS PEOPLE, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS  
HELP NOW! ADVOCACY CENTER  
TENAS ILLAHEE CHILDCARE CENTER  
SUNRISE ENTERPRISES  
LOOKING GLASS YOUTH AND FAMILY  
SERVICES  
SERENITY LANE  
EAST HILL CHURCH  
LA GRANDE UNITED METHODIST  
CHURCH  
COAST REHABILITATION SERVICES  
Edwards Center Inc  
ALVORD-TAYLOR INDEPENDENT LIVING  
SERVICES  
NEW HOPE COMMUNITY CHURCH  
KLAMATH HOUSING AUTHORITY  
QUADRIPLIGICS UNITED AGAINST  
DEPENDENCY, INC.  
SPONSORS, INC.  
COLUMBIA COMMUNITY MENTAL  
HEALTH

ADDICTIONS RECOVERY CENTER, INC  
METRO HOME SAFETY REPAIR  
PROGRAM  
OREGON SUPPORTED LIVING PROGRAM  
SOUTH COAST HOSPICE, INC.  
ALLFOURONE/CRESTVIEW CONFERENCE  
CTR.  
The International School  
REBUILDING TOGETHER - PORTLAND  
INC.  
PENDLETON ACADEMIES  
PACIFIC FISHERY MANAGEMENT  
COUNCIL  
DOGS FOR THE DEAF, INC.  
PUBLIC DEFENDER SERVICES OF LANE  
COUNTY, INC.  
EMMAUS CHRISTIAN SCHOOL  
DELIGHT VALLEY CHURCH OF CHRIST  
SAINT CATHERINE OF SIENA CHURCH  
PORT CITY DEVELOPMENT CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH  
CENTER  
CENTRAL CITY CONCERN  
CANBY FOURSQUARE CHURCH  
EMERALD PUD  
VERMONT HILLS FAMILY LIFE CENTER  
BENTON HOSPICE SERVICE  
INTERNATIONAL SOCIETY FOR  
TECHNOLOGY IN EDUCATION  
COMMUNITY CANCER CENTER  
OPEN MEADOW ALTERNATIVE  
SCHOOLS, INC.  
CASCADIA BEHAVIORAL HEALTHCARE  
WILD SALMON CENTER  
BROAD BASE PROGRAMS INC.  
SUNNYSIDE FOURSQUARE CHURCH  
TRAINING EMPLOYMENT CONSORTIUM  
RELEVANT LIFE CHURCH  
211INFO  
SONRISE CHURCH  
LIVING WAY FELLOWSHIP  
Women's Safety & Resource Center  
SEXUAL ASSAULT RESOURCE CENTER

**SERIAL 16154-RFP**

IRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS  
CENTER  
SECURITY FIRST CHILD DEVELOPMENT  
CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCCE CENTERS OF  
GRETER PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER  
OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND  
RONDE  
NEIGHBORIMPACT  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC  
LA CLINICA DEL CARINO FAMILY HEALTH  
CARE CENTER  
DECISION SCIENCE RESEARCH  
INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING,  
INC.  
  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUSING DEV CORP  
UMPQUA COMMUNITY DEVELOPMENT  
CORPORATION  
REGIONAL ARTS AND CULTURE  
COUNCIL

THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND  
CAP. MICHAEL KING.  
SELF ENHANCEMENT INC.  
FRIENDS OF THE CHILDREN  
SOUTH LANE FAMILY NURSERY DBA  
FAMILY RELIEF NURSE  
COMMUNITY VETERINARY CENTER  
PORTLAND SCHOOLS FOUNDATION  
SUSTAINABLE NORTHWEST  
OREGON DEATH WITH DIGNITY  
BIRCH COMMUNITY SERVICES, INC.  
BAY AREA FIRST STEP, INC.  
OSLC COMMUNITY PROGRAMS  
EN AVANT, INC.  
ASHLAND COMMUNITY HOSPITAL  
NORTHWEST ENERGY EFFICIENCY  
ALLIANCE  
BONNEVILLE ENVIRONMENTAL  
FOUNDATION  
SUMMIT VIEW COVENANT CHURCH  
SALMON-SAFE INC.  
BETHEL CHURCH OF GOD  
PROVIDENCE HOOD RIVER MEMORIAL  
HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY,  
INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING  
COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY

**SERIAL 16154-RFP**

UNITED WAY OF THE COLUMBIA  
WILLAMETTE  
EUGENE BALLET COMPANY

EAST WEST MINISTRIES INTERNATIONAL  
SISKIYOU INITIATIVE  
EDUCATIONAL POLICY IMPROVEMENT  
CENTER

North Pacific District of Foursquare  
Churches

CATHOLIC CHARITIES

FIRST CHURCH OF THE NAZARENE

WESTSIDE BAPTIST CHURCH

Housing Development Center

Hoodview Christian Church

Little Promises Children's Program

UNION GOSPEL MISSION

GRACE BAPTIST CHURCH

COMMUNITY ACTION ORGANIZATION

OUTSIDE IN

MAKING MEMORIES BREAST CANCER  
FOUNDATION, INC.

ELAW

COMMUNITY HEALTH CENTER, INC

Greater Portland INC

Eugene Builders Exchange

Boys & Girls Club of Corvallis

Southeast Uplift Neighborhood  
Coalition

First United Presbyterian Church

PDX Wildlife

Friends of the Opera House

Jackson-Josephine 4-C Council

North Coast Family Fellowship

P E C I

Childsworld Learning Center

Portland Schools Alliance

New Artists Performing Arts  
Productions, Inc.

Relief Nursery

St. Mary's Episcopal Church

Viking Sal Senior Center

Boys and Girls Club of the rogue valley

Lincoln City Chamber of Commerce  
DrupalCon Inc., DBA Drupal Association

Albany Partnership for Housing and  
Community Development

SEED OF FAITH MINISTRIES

Hermiston Christian Center & School

SALEM FREE CLINICS

Dress for Success Oregon

Beaverton Rock Creek Foursquare  
Church

St Paul Catholic Church

St Mary's Catholic School and Parish

Polk Soil and Water Conservation  
District

Street Ministry

La Grande Church of the Nazarene

Spruce Villa, Inc.

OREGON SCHOOL BOARDS

ASSOCIATION

House of Prayer for All Nations

Sacred Heart Catholic Church

African American Health Coaliton, Inc.

Happy Canyon Company

Village Home Education Resource  
Center

Monet's Children's Circle

Cascade Housing Association

Dayspring Fellowship

Northwest Habitat Institute

Winding Waters Medical Clinic

First Baptist Church

The Nature Conservancy, Willamette  
Valley Field Office

Serenity Lane Health Services

Portland Community Reinvestment  
Initiatives, Inc.

GeerCrest Farm & Historical Society

College United Methodist Church

The Collins Foundation

Prince of Peace Lutheran Church &  
School

NEDCO

Salem Evangelical Church

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

Rural Development Initiatives  
Jason Lee Manor/UMRC  
Jesus Pursuit Church  
YMCA of Marion and Polk Counties  
PacificSource Health  
Faith Christian Fellowship  
Brookings Elks Lodge  
Tualatin Lacrosse Club

Tillamook Seventh Day Adventist Church  
Oregon Jewish Community Foundation  
East River Fellowship  
Holy Family Academy  
FIRST BAPTIST CHURCH OF EUGENE  
Peace Lutheran Church  
Living Word Christian Center  
Housing Authority of Douglas County  
Vietnamese Christian Community Church  
Friends for Animals  
Family Building Blocks  
Goodwill Industries of Lane and South Coast  
Friends of Driftwood Library  
Consumers Power Inc.  
A. C. Gilbert's Discovery Village  
First Lutheran Church of Astoria  
Fund For Christian Charity  
Deer Meadow Assisted Living  
Oregon Laborers-Employer Administrative Fund, LLC  
Umpqua Basin Water Association  
Alpha Lambda House Corporation  
Eugene Creative Care

The Church of Christ of Latter Day Saints  
Cascade Height Public Charter School  
PTA  
G.O.B.H.I  
Association of Oregon Corrections Employees, Inc.  
A Jesus Church Family  
300 Main Inc

Southwestern Oregon Public Defender Services, Inc.  
Albertina Kerr Centers  
Dufur Christian Church  
St. Matthew Catholic School  
Serendipity Center Inc  
CASA of Marion County  
Westside Church of Christ Inc  
Northwest Family Services  
Network Charter School  
Ride Connecton  
Parenting Now!  
Christian Church of Woodburn Verde  
Native American Youth and Family Center Early College Academy  
USO Northwest  
Norkenzie Christian Church  
Little Flower Development Center  
TLO Farms  
Evergreen Wings and Waves  
Ascension Episcopal Parish  
Center for Family Development  
West Salem Foursquare Church  
Good Samaritan Ministry  
Grace Lutheran Church of Molalla  
HOPE LUTHERAN CHURCH  
Mount Pisgah Arboretum  
Lower Columbia Estuary Partnership  
Mt Hood Hospice  
Opportunity Foundation of central Oregon  
Constructing Hope  
Sprinkfield Elks #2145  
Abuse Recovery Ministry & Services  
Oasis Shelter Home  
Nehalem Bay House  
p:ear  
Health Share of Oregon  
St. Peter Catholic Church  
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

**SERIAL 16154-RFP**

THE MILL CASINO  
Oregon State University  
Treasure Valley Community College  
University 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  
La Grande Family Practice  
Sphere MD  
BIENESTAR, INC.  
sunrise water authority

EAsern Oregon Trade and Event Center  
Waste-Pro  
NPKA  
Confederated Tribes of Warm Springs  
Oregon State Credit Union  
PIONEER TELEPHONE COOPERATIVE  
Halsey-Shedd Fire District  
Nez Perce Tribe  
Obsidian Urgent Care, P.C.  
First Presbyterian Church of La Grande  
CONFLUENCE ENVIRONMENTAL CENTE  
A&I Benefit Plan Administrators, Inc.  
K Churchill Estates  
CSC HEAD START  
NORTHWEST VINTAGE CAR AND  
MOTORCYCLE  
crescent grove cemetery  
Roseburg Police Department  
Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE  
NETWORK  
EUGENE WATER & ELECTRIC BOARD  
MALIN COMMUNITY PARK AND  
RECREATION DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
GOLD BEACH POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION  
CENTER  
RIVERGROVE WATER DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES  
SOUTH SUBURBAN SANITARY DISTRICT  
SOUTH FORK WATER BOARD  
  
SUNSET EMPIRE PARK AND RECREATION

SPRINGFIELD UTILITY BOARD  
Tillamook Urban Renewal Agency  
Netarts Water District  
OAK LODGE SANITARY DISTRICT  
Boardman Rural Fire Protection District  
Silverton Fire District  
Lewis and Clark Rural Fire Protection  
District  
Rainbow Water District  
Illinois Valley Fire District  
Clatskanie RFPD  
PORT OF TILLAMOOK BAY  
TRI-COUNTY HEALTH CARE SAFETY NET  
ENTERPRISE  
METROPOLITAN EXPOSITION-  
RECREATION COMMISSION  
REGIONAL AUTOMATED INFORMATION  
NETWORK  
OAK LODGE WATER DISTRICT  
THE PORT OF PORTLAND  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION  
DISTRICT  
LANE EDUCATION SERVICE DISTRICT  
TUALATIN HILLS PARK AND RECREATION  
DISTRICT  
PORT OF SIUSLAW  
CHEHALEM PARK AND RECREATION  
DISTRICT  
PORT OF ST HELENS  
LANE TRANSIT DISTRICT  
CENTRAL OREGON  
INTERGOVERNMENTAL COUNCIL  
HOODLAND FIRE DISTRICT NO.74  
MID COLUMBIA COUNCIL OF  
GOVERNMENTS  
WEST MULTNOMAH SOIL AND WATER  
CONSERVATION DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
Banks Fire District #13  
KLAMATH COUNTY 9-1-1

**SERIAL 16154-RFP**

GLENDAL RURAL FIRE DISTRICT  
COLUMBIA 911 COMMUNICATIONS  
DISTRICT  
CLACKAMAS RIVER WATER  
NW POWER POOL  
Lowell Rural Fire Protection District  
TriMet Transit  
Estacada Rural Fire District  
Keizer Fire District  
State Accident Insurance Fund  
Corporation  
Bend Metro Park & Recreation District  
Port of Hood River  
La Pine Park & Recreation District  
Brookings- Harbor School District 17c  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
Bend Park and Recreation District  
Port of Garibaldi  
Seal Rock Water District  
Rockwood Water P.U.D.  
Tillamook Fire District  
Tillamook County Transportation Dist  
Central Lincoln People's Utility District  
Jefferson Park and Recreation  
City of Monmouth / Public Works  
McMinnville Police Department  
City of Sublimity  
City of Central Point Parks and  
Recreation  
Gearhart Fire Department  
Woodburn City Of  
Brookings Fire / Rescue  
City of Veneta  
CITY OF DAMASCUS  
Hermiston Fire & Emergency Svcs  
CEDAR MILL COMMUNITY LIBRARY  
CITY OF LAKE OSWEGO  
LEAGUE OF OREGON CITIES  
CITY OF SANDY  
CITY OF ASTORIA OREGON  
CITY OF BEAVERTON

CITY OF BOARDMAN  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE  
DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF HALSEY  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF POWERS  
RAINIER POLICE DEPARTMENT  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SILVERTON  
CITY OF STAYTON  
City of Troutdale

**SERIAL 16154-RFP**

CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WOODBURN  
CITY OF TIGARD, OREGON  
CITY OF AUMSVILLE  
CITY OF PORT ORFORD  
CITY OF EAGLE POINT  
CITY OF WOOD VILLAGE  
St. Helens, City of  
CITY OF WINSTON  
CITY OF COBURG  
CITY OF NORTH PLAINS  
CITY OF GERVAIS  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF  
COMMERCE  
PORTLAND DEVELOPMENT  
COMMISSION  
CITY OF CANNON BEACH OR  
CITY OF ST. PAUL  
CITY OF ADAIR VILLAGE  
CITY OF WILSONVILLE  
CITY OF HAPPY VALLEY  
CITY OF SHADY COVE  
CITY OF LAKESIDE  
CITY OF MILLERSBURG  
CITY OF GATES  
KEIZER POLICE DEPARTMENT  
CITY OF DUNDEE  
CITY OF AURORA  
THE CITY OF NEWPORT  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
METRO  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY

CITY OF PHOENIX  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF SHERWOOD  
City of junction city  
City of Florence  
Columbia Gorge Community  
City of Dayton  
City of Carlton  
City of Pendleton Convention Center  
City of Monmouth  
City of Philomath  
City of Sheridan  
Seaside Public Library  
City of Yoncalla  
La Grande Police Department  
Cove City Hall  
NW PORTLAND INDIAN HEALTH BOARD  
Portland Patrol Services  
City Of Bend  
City Of Coquille  
City Of Molalla  
ROCKWOOD WATER PEOPLE'S UTILITY  
DISTRICT  
City of St. Helens  
City of North Powder  
City of Eugene  
City of Cornelius, OR  
Toledo Police Department  
City of Independence  
City of Cascade Locks  
City of Columbia City  
City of Baker City  
McMinnville Water & Light  
City of Pendleton Parks & Recreation  
CITY OF SWEETHOME  
CITY OF THE DALLES  
CLACKAMAS FIRE DIST#1  
DESCHUTES PUBLIC LIBRARY  
STAYTON FIRE DISTRICT  
City of Ontario  
City of Corvallis Parks and Recreation  
North Lincoln Fire & Rescue #1

**SERIAL 16154-RFP**

Gresham Police Department  
City of Harrisburg  
Gladstone Public Library  
City of Portland Parks Bureau  
Seaside Fire & Rescue  
City Of North Bend  
City of Union  
City of Nehalem  
City of Richland  
CITY OF LINCOLN CITY  
City of Donald  
City of Milton-Freewater  
CITY OF SCIO  
City of Forest Grove  
City Govrnment  
City of Mt. Angel  
Albany Police Department  
Umatilla Electric Cooperative  
WATER ENVIRONMENT SERVICES  
Polk County Fire District No.1  
Netarts-Oceanside RFPD  
UIUC  
Rogue River Fire District  
Aurora Rural Fire District  
Tillamook County Emergency  
Communications District  
Southern Coos Hospital  
Oregon Cascades West Council of  
Governments  
MULTONAH COUNTY DRAINAGE  
DISTRICT #1  
PORT OF BANDON  
OR INT'L PORT OF COOS BAY  
MID-COLUMBIA CENTER FOR LIVING  
DESCHUTES COUNTY RFPD NO.2  
YOUNGS RIVER LEWIS AND CLARK  
WATER DISTRICT  
PACIFIC STATES MARINE FISHERIES  
COMMISSION  
CENTRAL OREGON IRRIGATION  
DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
COLUMBIA RIVER PUD

SANDY FIRE DISTRICT NO. 72  
BAY AREA HOSPITAL DISTRICT  
NEAH KAH NIE WATER DISTRICT  
PORT OF UMPQUA  
EAST MULTNOMAH SOIL AND WATER  
CONSERVANCY  
Benton Soil & Water Conservation  
District  
DESCHUTES PUBLIC LIBRARY SYSTEM  
CLEAN WATER SERVICES  
North Douglas County Fire & EMS  
Crooked River Ranch Rural Fire  
Protection District  
PARROTT CREEK CHILD & FAM  
South Lane County Fire And Rescue  
Lake Chinook Fire & Rescue  
Clackamas County Water Environment  
Services  
Amity Fire District  
CENTRAL OREGON COMMUNITY  
COLLEGE  
UMPQUA COMMUNITY COLLEGE  
LANE COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
PORTLAND COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
ROGUE COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY  
COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
KLAMATH COMMUNITY COLLEGE  
DISTRICT  
Oregon Coast Community College  
Clatsop Community College  
North Portland Bible College  
OREGON COMMUNITY COLLEGE  
ASSOCIATION  
Teacher Standards and Practices  
Commission  
Salem Keizer School District Purchasing

**SERIAL 16154-RFP**

Kdrv Channel 12  
 Opta Oregon Permit Technician  
 Oregon Forest Resources Institute  
 Office of the Ong Term Care  
 Ombudsman  
 Oregon State Lottery  
 OREGON TOURISM COMMISSION  
 OREGON STATE POLICE  
 OFFICE OF THE STATE TREASURER  
 OREGON DEPT. OF EDUCATION  
 SEIU LOCAL 503, OPEU  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON CHILD DEVELOPMENT  
 COALITION  
 OFFICE OF MEDICAL ASSISTANCE  
 PROGRAMS  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 BOARD OF MEDICAL EXAMINERS  
 OREGON LOTTERY  
 OREGON BOARD OF ARCHITECTS  
 SANTIAM CANYON COMMUNICATION  
 CENTER  
 OREGON DEPT OF TRANSPORTATION  
 OREGON TRAVEL INFORMATION  
 COUNCIL  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPT. OF CORRECTIONS  
 DEPARTMENT OF ADMINISTRATIVE  
 SERVICES  
 Oregon Board of Massage Therapists  
 Oregon Tradeswomen  
 Oregon Convention Center  
 OREGON SCHL BRDS ASSOCIAT  
 Central Oregon Home Health and Hos  
 Oregon Health Care Quality Cor  
 OREGON DEPARTMENT OF HUMAN  
 SERVICES  
 Oregon Air National Guard  
 Training & Employment  
 State of Oregon - Department of  
 Administrative Services

Aging and People with Disabilities  
 Oregon State Treasury  
 Oregon State Fair Council  
 Procurement Services/DAS  
 STATE OF OREGON  
 OREGON JUDICIAL DEPARTMENT  
 Oregon State Board of Architect  
 Examiners  
 City of Astoria Fire Department  
 Columbia Gorge ESD  
 Nehalem Bay Wastewater  
 Association of Oregon Community  
 Mental Health Programs  
 VA  
 US FISH AND WILDLIFE SERVICE  
 Bonneville Power Administration  
 Oregon Army National Guard  
 USDA Forest Service  
 Yellowhawk Tribal Health Center  
 ANGELL JOB CORPS  
 Coquille Indian Housing Authority  
 COLLEGE HOUSING NORTHWEST  
 HOUSING AUTHORITY OF CLACKAMAS  
 COUNTY  
 HOUSING AUTHORITY OF PORTLAND  
 WEST VALLEY HOUSING AUTHORITY  
 HOUSING AUTHORITY AND  
 COMMUNITY SERVICES AGENCY  
 NORTH BEND CITY- COOS/URRY  
 HOUSING AUTHORITY  
 MARION COUNTY HOUSING AUTHORITY  
 HOUSING AUTHORITY OF THE CITY OF  
 SALEM  
 Housing Authority of Yamhill County  
 The Housing Authority of the County of  
 Umatilla  
 homeforward

**SERIAL 16154-RFP**

**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.



**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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.

[ ] NET 10 DAYS	[ ] NET 45 DAYS	[ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS	[ ] NET 60 DAYS	[ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS	[ ] NET 90 DAYS	[ ] 1% 30 DAYS NET 31 DAYS
[ ] NET 30 DAYS	[ ] 2% 10 DAYS NET 30 DAYS	[ ] 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			MINIMUM Discount from List %
1.1	Category 1	Appliances	%
Example:		Washing Machines	%
1.2	Category 2	Building Materials	%
Example:		Lumber	%
1.3	Category 3	Hardware	%
1.4	Category 4	HVAC	%
1.5	Category 5	Kitchen and Bath Cabinets	%
1.6	Category 6	Janitorial	%
1.7	Category 7	Landscaping Equipment and Supplies	%
1.8	Category 8	Motors/Pumps	%
1.9	Category 9	Paints/Coatings	%
1.10	Category 10	Plumbing	%
1.11	Category 11	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 SEMI-GLOSS 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	206781 346	100 SERIES SINGLE HUNG WINDOW WHITE	EA	1,977			\$ -	\$ -
4	Armstrong	54004031	171292	1/8"CMVC 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 i100 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 PPUI 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 PPUI 2750 EGG UPW 4.68GL	EA	1,627			\$ -	\$ -
11	Behr	775005	436229	BEHR PPUI 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	5225BP6H	250355	ENERGIZER 9V 6-PK	PKG 6	16,113			\$ -	\$ -
19	Energizer	E9T5BP36H	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	N2428RBN2428T	340995	GLAC BAY RND HET TOILET 2PC	EA	1,896			\$ -	\$ -
31	Glidden	GPS-3110-05	137925	GLIDDEN PRO SPEED-WALL EGG-SHELL INT PAINT-5 GAL	EA	3,526			\$ -	\$ -
32	Glidden	GP7-5000-05	563851	ULTRA HIDE 770 SEMI-GLOSS INT PAINT 5-GAL	EA	2,085			\$ -	\$ -
33	HDX	3072FX	567757	6" UTILITY/BANQUET FOLDING TABLE	EA	4,460			\$ -	\$ -
34	HDX	6160184872C	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	HPS15BTTHWW	1000051805	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
37	Hotpoint	HPE15BTTHWW	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	RA720KWH	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	HPS18BTTHWW	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 GRGGE 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 Plytanium	RU70	564987	ATTICAT INSULATION	EA	6,141			\$ -	\$ -
80		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 UL TRALIGHT 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 MOLDTOUGH 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 CEILING 64SF	CS	8,580			\$ -	\$ -
96	USG Ceilings	280	314803	2'X4' #280 5TH AVE SQ CEILING 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									\$	\$

**Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, and Related Products and Services**  
**Attachment A-1**  
**Pricing Analysis**

**Maricopa County**

**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 SEMI GLOSS 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	ZUHFF5G	113032	Flr Finish, 5 Gal Zep High Traffic	EA	1,302			\$ -	\$ -
3	AMREP, INC	ZULFF5G	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 Cig	EA	2,952			\$ -	\$ -
7	BRASSCRAFT SERVICE PARTS	SLD1327	478107	Delta 1300/1400 Srs Cig Assy	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	CLOXOX	35419	111514	1.12 Gal Pine-Sol Lemon3/Cs	CS 3	2,512			\$ -	\$ -
25	CLOXOX	35418	111515	1.12 Gal Pine-Sol 3/Cs	CS 3	1,197			\$ -	\$ -
26	CLOXOX	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 Drcil Procell Alkaline Battery 12pk	PKG 12	10,645			\$ -	\$ -
31	DURACELL	PC1500BKD	157755	AA Drcil Procell Alkaline Battery 24pk	PKG 24	5,884			\$ -	\$ -
32	DURACELL	MN1500BKD	357752	AA Drcil 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	Slean 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 Tiet 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			\$ -	\$ -



**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/WHIT 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 PK6	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	ESL13T12/HDS	313258	CFL Bulb VL 13W 2700K Twist 12pk	PKG 12	3,112			\$ -	\$ -
69	MAINTENANCE WAREHOUSE	ESL13T41K12/HDS	313264	CFL Bulb VL 13W 4100K Twist 12pk	PKG 12	2,904			\$ -	\$ -
70	MAINTENANCE WAREHOUSE	N4827TWFR01	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	Mntrnce Wrhse Terry Towel, 24/Pkg	PKG 24	2,694			\$ -	\$ -
77	MODULAR VANITY TOPS	30181504	404379	19x17" Wht Cult Mtbl Vnty 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 Phl 40W T12 4100K 89CRI 30pk	PKG 30	1,134			\$ -	\$ -
81	PHILIPS LIGHTING CO.	454199	311632	CFL Bulb Phl 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 Filtr	EA	20,597			\$ -	\$ -
87	RESEARCH PRODUCTS CO	97023195	246400	8-3/4x10-1/2 Activd Carbon Rng Hd Filtr	EA	19,191			\$ -	\$ -
88	ROPPE CORP	H140LASP100	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										
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
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									\$	\$ -

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 Iron140-280frame 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, F-1 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 Base	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	CAMPIL FARR	855080139	855080139	Duralife® 2V High efficiency, V-style air filter in all plastic enclosing frame	EA	70			\$ -	\$ -
21	CAMPIL FARR	405619A22	405619A22	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x22"	EA	96			\$ -	\$ -
22	CAMPIL FARR	405619A12	405619A12	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x12"	EA	140			\$ -	\$ -
23	CAMPIL FARR	404340004	404340004	High efficiency supported media box filter with low initial pressure drop, 24"x24"x12"	EA	240			\$ -	\$ -
24	CAMPIL FARR	049880005	049880005	30/300® High-Capacity Pleated Panel Filters	EA	578			\$ -	\$ -
25	CONSOLIDATED BEARING	NNF-5026A-DA2RSV	NNF-5026A-DA2RSV	Full Complement Cylindrical Roller Single Row Radial	EA	14			\$ -	\$ -
26	CONTINENTAL	2100 14M55HAWK	2100 14M55HAWK	Hawk Pq™ Belt, 55 mm width, 100mm Pitch Length, single Sided	EA	40			\$ -	\$ -
27	CONTINENTAL	5VX1900	5VX1900	Hy-10® Wedge Cogged Belt, 190" Outside Length	EA	83			\$ -	\$ -
28	CONTINENTAL	5V1800	5V1800	Hy-10® Wedge (Envelope) Belt, 180" Outside Length	EA	115			\$ -	\$ -
29	CONTINENTAL	5VX1800	5VX1800	Hy-10® Wedge Cogged Belt, 180" Outside Length	EA	163			\$ -	\$ -
30	CONTINENTAL	5VX1600	5VX1600	Hy-10® Wedge Cogged Belt, 160" Outside Length	EA	163			\$ -	\$ -
31	CONTINENTAL	5VX1120	5VX1120	Hy-10® Wedge Cogged Belt, 112" Outside Length	EA	165			\$ -	\$ -
32	CONTINENTAL	5VX1250	5VX1250	Hy-10® Wedge Cogged Belt, 125" Outside Length	EA	171			\$ -	\$ -
33	CONTINENTAL	5VX1000	5VX1000	Hy-10® Wedge Cogged Belt, 100" Outside Length	EA	173			\$ -	\$ -
34	CONTINENTAL	5VX1060	5VX1060	Hy-10® 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-10® Wedge Cogged Belt, 132" Outside Length	EA	206			\$ -	\$ -
37	CONTINENTAL	5VX1700	5VX1700	Hy-10® Wedge Cogged Belt, 170" Outside Length	EA	210			\$ -	\$ -
38	CONTINENTAL	5VX1180	5VX1180	Hy-10® Wedge Cogged Belt, 118" Outside Length	EA	306			\$ -	\$ -
39	COOPER SPLIT	01BCP600GRAT	01BCP600GRAT	01 Series Cast Iron Split Cylindrical Pillow Block, Banded & Cogged, 4 Rib, 2.5" Width, 0.53" Height, 8	EA	152			\$ -	\$ -
40	COOPER SPLIT	01BCP600EXAT	01BCP600EXAT	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	2100B	2100B	DB Series Tie Rod Cylinder, Hydraulic Cylinder	EA	94			\$ -	\$ -
43	DODGE	5 716SLVOL132424	5 716SLVOL132424	Sleeve® 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	Torque Mount for Torque Arm II Unit 5215	EA	22			\$ -	\$ -
46	DODGE	P2BE307R	P2BE307R	Motor E-XTA™ Pillow Block, Springlok™ Collar, Heavy-Duty, Contact Seals, 2-Bolt Non-Expansion	EA	42			\$ -	\$ -
47	DODGE	P4BE315R IRON	P4BE315R IRON	Type E-XTA™ 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-I-ok™ DI, Series Normal-Duty Cast Iron 2-Bolt Flange Unit	EA	252			\$ -	\$ -
50	DODGE	10H FLX FLG	10H FLX FLG	D-FLX 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			\$ -	\$ -

**Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, and Related Products and Services**  
**Maricopa County**  
**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	PLB6885D5	PLB6885D5	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	PB2244QH	PB2244QH	Spherical Roller Bearing Pillow Block, 2 Bolt Holes, Relubricatable, Non-Expansion, Cast Iron, Seta	EA	26			\$ -	\$ -
61	LOCITITE	1323940	1323940	PC 72189™ Nordbak® Wearing Compound, 25 lb Kit, Abrasive-Resistant Apoxy	EA	40			\$ -	\$ -
62	LOCITITE	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	CF-2SB	CF-2SB	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	SYE1.1516NH	SYE1.1516NH	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 Nd	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	20			\$ -	\$ -
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 & Wrg Jacks Accessory	EA	91			\$ -	\$ -
99	WARREN RUPP SINDPIPER	W15-4,DB11I.	W15-4,DB11I.	Cast-Iron Buna Single Double Diaphragm Pump, 260 gpm, 125 psi	EA	10			\$ -	\$ -
100	WEG ELECTRIC CORP	15036ET13G445TS-W22	15036ET13G445TS-W22	Premium Efficiency Electrical Motor	EA	10			\$ -	\$ -
<b>TOTAL</b>										\$ 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

**SERIAL 16154-RFP**

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.



**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

- 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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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;



**SERIAL 16154-RFP**

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

## 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 then 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 notate.

**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 ATTACHMENT 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 RESPONSES (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-CONTRACTORS 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 RESPONSES (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 RESPONSES (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 ATTACHMENT 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	juan.yanez@mail.maricopa.gov	
HOME DEPOT	RICH NYBERG	770 384 3772	RICHARD_NYBERG@HOMEDEPOT.COM	YES
IBT Home Depot	JOHN PETTINELLI	609 820 8593	JOHN.PETTINELLI@SUPPLYWORKS.COM	
AFFLINK	Paul Vrzal	419-350-4831	pvzral@afflink.com	YES
CAMPIL	GREG HERMAN	205-482-0909	GREG.HERMAN@CAMPIL.COM	YES
CAMPIL	TRAVIS GEPSON	602-284-5059	TRAVIS.GEPSON@CAMPIL.COM	
Robert Mitchell FMD	Robert Mitchell	602-506-2501	Robert.Mitchell@FM.MARICOPA.GOV	
<del>Robert Mitchell</del>				
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	Cyndie Smith	858-752-4042	cyndie.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@borderstates.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**

[illegible]

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)

## **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 <b>Attendance is mandatory</b> 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 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**

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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:**

1.0	INTENT
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

**SERIAL 16154-RFP****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

**SERIAL 16154-RFP**

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.



**SERIAL 16154-RFP****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 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

**SERIAL 16154-RFP**

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).

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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)



**SERIAL 16154-RFP**

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](mailto:sdahle@mail.maricopa.gov). Answers shall be posted to [www.bidsync.com](http://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

**SERIAL 16154-RFP**

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](mailto: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:**

## SERIAL 16154-RFP

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)

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

**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.**

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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

**SERIAL 16154-RFP**

**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:

**SERIAL 16154-RFP**

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:

SERIAL 16154-RFP

ATTACHMENT D

**RETAIL STORES AND WAREHOUSE LOCATIONS**

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

**SERIAL 16154-RFP**

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				

**SERIAL 16154-RFP**

**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****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.



**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

- 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, publically perform, publically 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.

**SERIAL 16154-RFP**

**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.**

**SERIAL 16154-RFP****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)

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP****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:*

<b>NUMBER OF SALES REPRESENTATIVES</b>	<b>CITY</b>	<b>STATE</b>
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.
<b>Total: 366</b>		

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:

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



**SERIAL 16154-RFP**

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:

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

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**

- Describe how your company proposes to distribute the Products nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- Provide the number and location of support centers (if applicable).
- 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.
  - 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.
  - 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.

**SERIAL 16154-RFP**

**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.

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

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.)

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

**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 [agency support@BidSync.com](mailto:agency support@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)

**SERIAL 16154-RFP**

**EXHIBIT 3**

**DRAFT CONTRACT**

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT



SERIAL 16154-RFP

## EXHIBIT 4

### INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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.</p>						
<p><b>IMPORTANT:</b> 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).</p>						
PRODUCER			CONTACT			
			NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:			
INSURED			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A:			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks 3 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		

**SERIAL 16154-RFP**

**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.

**SERIAL 16154-RFP**

- 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](mailto:FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV). If invoices cannot be e-mailed, U.S. Mail is

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

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 guaranties 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 tradeshow 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.



**SERIAL 16154-RFP**

(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.

**SERIAL 16154-RFP**

(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,

**SERIAL 16154-RFP**

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, transferrable, license to reproduce, modify, distribute, publically perform, publically 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-

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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](mailto: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:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
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.

**SERIAL 16154-RFP**

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,

**SERIAL 16154-RFP**

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]*

**SERIAL 16154-RFP**

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: \_\_\_\_\_



**SERIAL 16154-RFP**

ATTACHMENT A

MASTER AGREEMENT

(Maricopa County Master Agreement/Contract to be attached at time of award.)

## SERIAL 16154-RFP

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	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										
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													

SERIAL 16154-RFP

## 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](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

Honolulu County

Kauai County

Maui County

Kalawao County

Aiea

Anahola

Barbers Point N A S

Camp H M Smith

Captain Cook

Eleele

Ewa Beach

Fort Shafter

Haiku

Hakalau

Haleiwa

Hana

Hanalei

Hanamaulu

Hanapepe

Hauula

Hawaii National Park

Hawaiian Ocean View

Hawi

Hickam AFB

Hilo

Holualoa

Honaunau

Honokaa

Honolulu

Honomu

Hoolehua

Kaaawa

Kahuku

Kahului

Kailua

Kailua Kona

Kalaheo

Kalaupapa

Kamuela

Kaneohe

Kapaa

Kapaau

Kapolei

Kaumakani

Kaunakakai

Kawela Bay

Keaau

Kealakekua

Kealia

Keauhou

Kekaha

Kihei

Kilauea

Koloa

**SERIAL 16154-RFP**

Kualapuu	Puunene
Kula	Schofield Barracks
Kunia	Tripler Army Medical Center
Kurtistown	Volvano
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	

**SERIAL 16154-RFP**

Malama Honua Public Charter School  
ST JOHN THE BAPTIST

Waimanalo Elementary and  
Intermediate School

Kailua High School

PACIFIC BUDDHIST ACADEMY

HAWAII TECHNOLOGY ACADEMY

CONGREGATION OF CHRISTIAN  
BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL

ISLAND SCHOOL

STATE OF HAWAII, DEPT. OF  
EDUCATION

KE KULA O S. M. KAMAKAU

KAMEHAMEHA SCHOOLS

HANAHOU`OLI SCHOOL

KIHEI CHARTER SCHOOL

EMMANUEL LUTHERAN SCHOOL

School Lunch Program

Our Savior Lutheran School

BOARD OF WATER SUPPLY

MAUI COUNTY COUNCIL

Kauai County Council

Honolulu Fire Department

COUNTY OF MAUI

Lanai Community Health Center

Maui High Band Booster Club

Kumulani Chapel

Naalehu Assembly of God

outrigger canoe club

One Kalakaua

Native Hawaiian Hospitality Association

St. Theresa School

Hawaii Peace and Justice

Kauai Youth Basketball Association

NA HALE O MAUI

LEEWARD HABITAT FOR HUMANITY

WAIANAE COMMUNITY OUTREACH

NA LEI ALOHA FOUNDATION

HAWAII FAMILY LAW CLINIC DBA ALA  
KUOLA

BUILDING INDUSTRY ASSOCIATION OF  
HAWAII

UNIVERSITY OF HAWAII FEDERAL  
CREDIT UNION

LANAKILA REHABILITATION CENTER INC.

POLYNESIAN CULTURAL CENTER

CTR FOR CULTURAL AND TECH  
INTERCHNG BETW EAST AND WEST  
BISHOP MUSEUM

ALCOHOLIC REHABILITATION SVS OF HI  
INC DBA HINA MAUKA

ASSOCIATION OF OWNERS OF KUKUI  
PLAZA

MAUI ECONOMIC DEVELOPMENT  
BOARD

NETWORK ENTERPRISES, INC.

HONOLULU HABITAT FOR HUMANITY  
ALOHACARE

ORI ANUENUE HALE, INC.

IUPAT, DISTRICT COUNCIL 50

GOODWILL INDUSTRIES OF HAWAII,  
INC.

HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.

PARTNERS IN DEVELOPMENT  
FOUNDATION

HABITAT FOR HUMANITY MAUI

W. M. KECK OBSERVATORY

HAWAII EMPLOYERS COUNCIL

HAWAII STATE FCU

MAUI COUNTY FCU

PUNAHOU SCHOOL

YMCA OF HONOLULU

EASTER SEALS HAWAII

AMERICAN LUNG ASSOCIATION

Pohaha I Ka Lani

Hawaii Area Committee

Tri-Isle RC&D

Lanai Federal Credit Union

**SERIAL 16154-RFP**

Aloha United Way  
READ TO ME INTERNATIONAL  
FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit  
Union  
Hawaii Island Humane Society  
Western Pacific Fisheries Council  
Kama'aina Care Inc  
International Archaeological Research  
Institute, Inc.  
Community Empowerment Resources  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery  
Program Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
Kroc Center Hawaii  
Kupu  
University of the Nations  
ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and  
Association  
CHAMINADE UNIVERSITY OF  
HONOLULU  
Ricoh

Hawaii Information Consortium  
Leeward Community Church  
E Malama In Keiki O Lanai  
Keawala'i Congregational Church  
Lanai Community Hospital  
  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOA  
Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS  
DOT Airports Division Hilo International  
Airport  
Judiciary - State of Hawaii  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND  
PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS  
CORPORATION  
HAWAII AGRICULTURE RESEARCH  
CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii  
Office of the Governor  
CITY AND COUNTY OF HONOLULU  
Lanai Youth Center  
US Navy  
Defense Information System Agency  
84th Engineer Battalion  
Department of Veterans Affairs  
Central School District 13J (Polk County,  
Oregon)  
Milton-Freewater Unified School District  
No 7  
Ontario School District 8C  
Warrenton Hammond School  
Columbia Academy  
VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Trinity Lutheran Church and School

**SERIAL 16154-RFP**

Bethel School District #52  
Ppmc Education Committee  
Stayton Christian School  
South Columbia Family School  
Sunrise Preschool  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
Knova Learning  
New Horizon Christian School  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26  
ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH

BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT  
BLANCHET SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY  
MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT

**SERIAL 16154-RFP**

CANBY SCHOOL DISTRICT  
OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL  
DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT  
NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION  
SERVICE DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE  
DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT  
NO.17-C  
REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS  
SD  
DOUGLAS EDUCATION SERVICE  
DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT  
116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT  
NO.4  
  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C

CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT  
509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69  
SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103  
- WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE  
DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
Pedee School  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
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



**SERIAL 16154-RFP**

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'Etoiile 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  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
jackson county  
josephine county  
klamath county  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY  
UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
Mckenzie Personnel Services  
Washington County Facilities & Park  
Services  
Multnomah County Department of  
Community Justice  
NORCOR Juvenile Detention  
Tillamook County Estuary  
Job Council  
BAKER CNTY GOVT  
TILLAMOOK CNTY

Multnomah County Dept of County  
Assets  
Wheeler County  
Resource Connections of Oregon  
Lane County Sheriff's Office  
Clatsop County Sheriff's Office  
Harney County Community Corrections  
Clackamas County Juvenile Dept  
Columbia Basin Care Facility  
City of Seaside Police Department  
Tamarack Aquatic Center  
Seven Feathers Casino  
Oliver P Lent PTA  
Willamette Valley Rehab Center  
St Paul Baptist Church  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
Sweet Home United Methodist Church  
Cedar Hills Baptist Church  
Good Samaritan Ministries  
Unitarian Universalist Church in Eugene  
Emmanuel Bible Church  
La Pine Chamber of Commerce  
Klamath Siskiyou Wildlands Center  
Farmworkers Housing Development  
Corporation  
World Forestry Center  
Oregon Farm Bureau  
Mt Emily Safe Center  
Salem First Presbyterian Church  
Rolling Hills Baptist Church  
Baker Elks  
Gates Community Church of Christ  
PIP Corps LLC  
Turtle Ridge Wildlife Center  
Grande Ronde Model Watershed  
Foundation  
Western Environmental Law Center  
Oregon District 7 Little League  
Mercy Flights, Inc.  
Metropolitan Contractor Improvement  
Partnership

**SERIAL 16154-RFP**

The Christian Church of Hillsboro  
Oregonb  
Congregation Neveh Shalom  
My Fathers House  
Step Forward Activities Inc  
  
HHoly Trinity Greek Orthodox Cathedral  
MECOP Inc.  
Workforce Northwest Inc  
Lane Arts Council  
Integral Youth Services  
Children Center At Trinity  
Beaverton Christians Church  
Oregon Humanities  
St. Pius X School  
Community Connection of Northeast  
Oregon, Inc.  
St Mark Presbyterian Church  
Living Opportunities, Inc.  
Coos Art Museum  
OETC  
Blanchet House of Hospitality  
Garten Services Inc  
Merchants Exchange of Portland,  
Oregon  
Coalition for a Livable Future  
West Salem United Methodist  
Central Oregon Visitors Association  
Soroptimist International of Gold Beach,  
OR  
Real Life Christian Church  
Dayton Christian Church  
Delphian School  
AVON  
EPUD-Emerald People's Utility District  
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

ALZHEIMERS NETWORK OF OREGON  
NATIONAL WILD TURKEY FEDERATION  
TILLAMOOK ESTUARIES PARTNERSHIP  
LIFEWORCS NW  
Independent Development Enterprise  
Alliance  
MID-WILLAMETTE VALLEY COMMUNITY  
ACTION AGENCY, INC  
HALFWAY HOUSE SERVICES, INC.  
REDMOND PROFICIENCY ACADEMY  
OHSU FOUNDATION  
SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING  
CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY  
FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND  
EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL  
NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS  
ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE  
STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL  
FOUNDATION

**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 MENONNITE  
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

**SERIAL 16154-RFP**

WOODBURN AREA CHAMBER OF  
COMMERCE  
CONTEMPORARY CRAFTS MUSEUM  
AND GALLERY  
CITY BIBLE CHURCH  
OREGON LIONS SIGHT & HEARING  
FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
THE SALVATION ARMY - CASCADE  
DIVISION  
WILLAMETTE FAMILY  
WHITE BIRD CLINIC  
GOODWILL INDUSTRIES OF LANE AND  
SOUTH COAST COUNTIES  
PLANNED PARENTHOOD OF  
SOUTHWESTERN OREGON  
HOUSING NORTHWEST  
OREGON ENVIRONMENTAL COUNCIL  
MEALS ON WHEELS PEOPLE, INC.  
FAITH CENTER  
Bob Belloni Ranch, Inc.  
GOOD SHEPHERD COMMUNITIES  
SACRED HEART CATHOLIC DAUGHTERS  
HELP NOW! ADVOCACY CENTER  
TENAS ILLAHEE CHILDCARE CENTER  
SUNRISE ENTERPRISES  
LOOKING GLASS YOUTH AND FAMILY  
SERVICES  
SERENITY LANE  
EAST HILL CHURCH  
LA GRANDE UNITED METHODIST  
CHURCH  
COAST REHABILITATION SERVICES  
Edwards Center Inc  
ALVORD-TAYLOR INDEPENDENT LIVING  
SERVICES  
NEW HOPE COMMUNITY CHURCH  
KLAMATH HOUSING AUTHORITY  
QUADRIPLIGICS UNITED AGAINST  
DEPENDENCY, INC.  
SPONSORS, INC.  
COLUMBIA COMMUNITY MENTAL  
HEALTH

ADDICTIONS RECOVERY CENTER, INC  
METRO HOME SAFETY REPAIR  
PROGRAM  
OREGON SUPPORTED LIVING PROGRAM  
SOUTH COAST HOSPICE, INC.  
ALLFOURONE/CRESTVIEW CONFERENCE  
CTR.  
The International School  
REBUILDING TOGETHER - PORTLAND  
INC.  
PENDLETON ACADEMIES  
PACIFIC FISHERY MANAGEMENT  
COUNCIL  
DOGS FOR THE DEAF, INC.  
PUBLIC DEFENDER SERVICES OF LANE  
COUNTY, INC.  
EMMAUS CHRISTIAN SCHOOL  
DELIGHT VALLEY CHURCH OF CHRIST  
SAINT CATHERINE OF SIENA CHURCH  
PORT CITY DEVELOPMENT CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH  
CENTER  
CENTRAL CITY CONCERN  
CANBY FOURSQUARE CHURCH  
EMERALD PUD  
VERMONT HILLS FAMILY LIFE CENTER  
BENTON HOSPICE SERVICE  
INTERNATIONAL SOCIETY FOR  
TECHNOLOGY IN EDUCATION  
COMMUNITY CANCER CENTER  
OPEN MEADOW ALTERNATIVE  
SCHOOLS, INC.  
CASCADIA BEHAVIORAL HEALTHCARE  
WILD SALMON CENTER  
BROAD BASE PROGRAMS INC.  
SUNNYSIDE FOURSQUARE CHURCH  
TRAINING EMPLOYMENT CONSORTIUM  
RELEVANT LIFE CHURCH  
211INFO  
SONRISE CHURCH  
LIVING WAY FELLOWSHIP  
Women's Safety & Resource Center  
SEXUAL ASSAULT RESOURCE CENTER

**SERIAL 16154-RFP**

IRCO  
NORTHWEST YOUTH CORPS  
TILLAMOOK CNTY WOMENS CRISIS  
CENTER  
SECURITY FIRST CHILD DEVELOPMENT  
CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCCE CENTERS OF  
GRETER PORTLAND  
ELMIRA CHURCH OF CHRIST  
JASPER MOUNTAIN  
ACUMENTRA HEALTH  
WORKSYSTEMS INC  
COVENANT CHRISTIAN HOOD RIVER  
OREGON DONOR PROGRAM  
NAMI OREGON  
OLIVET BAPTIST CHURCH  
SILVERTON AREA COMMUNITY AID  
CONFEDERATED TRIBES OF GRAND  
RONDE  
NEIGHBORIMPACT  
CATHOLIC COMMUNITY SERVICES  
NEW AVENUES FOR YOUTH INC  
LA CLINICA DEL CARINO FAMILY HEALTH  
CARE CENTER  
DECISION SCIENCE RESEARCH  
INSTITUTE, INC.  
WESTERN STATES CENTER  
HIV ALLIANCE, INC  
PARTNERSHIPS IN COMMUNITY LIVING,  
INC.  
  
FANCONI ANEMIA RESEARCH FUND INC.  
BLIND ENTERPRISES OF OREGON  
OREGON BALLET THEATRE  
SMART  
All God's Children International  
FARMWORKER HOUSING DEV CORP  
UMPQUA COMMUNITY DEVELOPMENT  
CORPORATION  
REGIONAL ARTS AND CULTURE  
COUNCIL

THE EARLY EDUCATION PROGRAM, INC.  
MACDONALD CENTER  
EVERGREEN AVIATION MUSEUM AND  
CAP. MICHAEL KING.  
SELF ENHANCEMENT INC.  
FRIENDS OF THE CHILDREN  
SOUTH LANE FAMILY NURSERY DBA  
FAMILY RELIEF NURSE  
COMMUNITY VETERINARY CENTER  
PORTLAND SCHOOLS FOUNDATION  
SUSTAINABLE NORTHWEST  
OREGON DEATH WITH DIGNITY  
BIRCH COMMUNITY SERVICES, INC.  
BAY AREA FIRST STEP, INC.  
OSLC COMMUNITY PROGRAMS  
EN AVANT, INC.  
ASHLAND COMMUNITY HOSPITAL  
NORTHWEST ENERGY EFFICIENCY  
ALLIANCE  
BONNEVILLE ENVIRONMENTAL  
FOUNDATION  
SUMMIT VIEW COVENANT CHURCH  
SALMON-SAFE INC.  
BETHEL CHURCH OF GOD  
PROVIDENCE HOOD RIVER MEMORIAL  
HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY,  
INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING  
COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY

**SERIAL 16154-RFP**

UNITED WAY OF THE COLUMBIA  
WILLAMETTE  
EUGENE BALLET COMPANY

EAST WEST MINISTRIES INTERNATIONAL  
SISKIYOU INITIATIVE  
EDUCATIONAL POLICY IMPROVEMENT  
CENTER

North Pacific District of Foursquare  
Churches

CATHOLIC CHARITIES

FIRST CHURCH OF THE NAZARENE

WESTSIDE BAPTIST CHURCH

Housing Development Center

Hoodview Christian Church

Little Promises Children's Program

UNION GOSPEL MISSION

GRACE BAPTIST CHURCH

COMMUNITY ACTION ORGANIZATION

OUTSIDE IN

MAKING MEMORIES BREAST CANCER  
FOUNDATION, INC.

ELAW

COMMUNITY HEALTH CENTER, INC

Greater Portland INC

Eugene Builders Exchange

Boys & Girls Club of Corvallis

Southeast Uplift Neighborhood  
Coalition

First United Presbyterian Church

PDX Wildlife

Friends of the Opera House

Jackson-Josephine 4-C Council

North Coast Family Fellowship

P E C I

Childsworld Learning Center

Portland Schools Alliance

New Artists Performing Arts  
Productions, Inc.

Relief Nursery

St. Mary's Episcopal Church

Viking Sal Senior Center

Boys and Girls Club of the Rogue Valley

Lincoln City Chamber of Commerce  
DrupalCon Inc., DBA Drupal Association

Albany Partnership for Housing and  
Community Development

SEED OF FAITH MINISTRIES

Hermiston Christian Center & School

SALEM FREE CLINICS

Dress for Success Oregon

Beaverton Rock Creek Foursquare  
Church

St Paul Catholic Church

St Mary's Catholic School and Parish

Polk Soil and Water Conservation  
District

Street Ministry

La Grande Church of the Nazarene

Spruce Villa, Inc.

OREGON SCHOOL BOARDS

ASSOCIATION

House of Prayer for All Nations

Sacred Heart Catholic Church

African American Health Coalition, Inc.

Happy Canyon Company

Village Home Education Resource  
Center

Monet's Children's Circle

Cascade Housing Association

Dayspring Fellowship

Northwest Habitat Institute

Winding Waters Medical Clinic

First Baptist Church

The Nature Conservancy, Willamette  
Valley Field Office

Serenity Lane Health Services

Portland Community Reinvestment  
Initiatives, Inc.

GeerCrest Farm & Historical Society

College United Methodist Church

The Collins Foundation

Prince of Peace Lutheran Church &  
School

NEDCO

Salem Evangelical Church

**SERIAL 16154-RFP**

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



**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

Rural Development Initiatives  
Jason Lee Manor/UMRC  
Jesus Pursuit Church  
YMCA of Marion and Polk Counties  
PacificSource Health  
Faith Christian Fellowship  
Brookings Elks Lodge  
Tualatin Lacrosse Club

Tillamook Seventh Day Adventist Church  
Oregon Jewish Community Foundation  
East River Fellowship  
Holy Family Academy  
FIRST BAPTIST CHURCH OF EUGENE  
Peace Lutheran Church  
Living Word Christian Center  
Housing Authority of Douglas County  
Vietnamese Christian Community Church  
Friends for Animals  
Family Building Blocks  
Goodwill Industries of Lane and South Coast  
Friends of Driftwood Library  
Consumers Power Inc.  
A. C. Gilbert's Discovery Village  
First Lutheran Church of Astoria  
Fund For Christian Charity  
Deer Meadow Assisted Living  
Oregon Laborers-Employer Administrative Fund, LLC  
Umpqua Basin Water Association  
Alpha Lambda House Corporation  
Eugene Creative Care

The Church of Christ of Latter Day Saints  
Cascade Height Public Charter School  
PTA  
G.O.B.H.I  
Association of Oregon Corrections Employees, Inc.  
A Jesus Church Family  
300 Main Inc

Southwestern Oregon Public Defender Services, Inc.  
Albertina Kerr Centers  
Dufur Christian Church  
St. Matthew Catholic School  
Serendipity Center Inc  
CASA of Marion County  
Westside Church of Christ Inc  
Northwest Family Services  
Network Charter School  
Ride Connecton  
Parenting Now!  
Christian Church of Woodburn Verde  
Native American Youth and Family Center Early College Academy  
USO Northwest  
Norkenzie Christian Church  
Little Flower Development Center  
TLO Farms  
Evergreen Wings and Waves  
Ascension Episcopal Parish  
Center for Family Development  
West Salem Foursquare Church  
Good Samaritan Ministry  
Grace Lutheran Church of Molalla  
HOPE LUTHERAN CHURCH  
Mount Pisgah Arboretum  
Lower Columbia Estuary Partnership  
Mt Hood Hospice  
Opportunity Foundation of central Oregon  
Constructing Hope  
Sprinkfield Elks #2145  
Abuse Recovery Ministry & Services  
Oasis Shelter Home  
Nehalem Bay House  
p:ear  
Health Share of Oregon  
St. Peter Catholic Church  
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

**SERIAL 16154-RFP**

THE MILL CASINO  
Oregon State University  
Treasure Valley Community College  
University 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  
La Grande Family Practice  
Sphere MD  
BIENESTAR, INC.  
sunrise water authority

EAsern Oregon Trade and Event Center  
Waste-Pro  
NPKA  
Confederated Tribes of Warm Springs  
Oregon State Credit Union  
PIONEER TELEPHONE COOPERATIVE  
Halsey-Shedd Fire District  
Nez Perce Tribe  
Obsidian Urgent Care, P.C.  
First Presbyterian Church of La Grande  
CONFLUENCE ENVIRONMENTAL CENTE  
A&I Benefit Plan Administrators, Inc.  
K Churchill Estates  
CSC HEAD START  
NORTHWEST VINTAGE CAR AND  
MOTORCYCLE  
crescent grove cemetery  
Roseburg Police Department  
Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE  
NETWORK  
EUGENE WATER & ELECTRIC BOARD  
MALIN COMMUNITY PARK AND  
RECREATION DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
GOLD BEACH POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION  
CENTER  
RIVERGROVE WATER DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES  
SOUTH SUBURBAN SANITARY DISTRICT  
SOUTH FORK WATER BOARD  
  
SUNSET EMPIRE PARK AND RECREATION

SPRINGFIELD UTILITY BOARD  
Tillamook Urban Renewal Agency  
Netarts Water District  
OAK LODGE SANITARY DISTRICT  
Boardman Rural Fire Protection District  
Silverton Fire District  
Lewis and Clark Rural Fire Protection  
District  
Rainbow Water District  
Illinois Valley Fire District  
Clatskanie RFPD  
PORT OF TILLAMOOK BAY  
TRI-COUNTY HEALTH CARE SAFETY NET  
ENTERPRISE  
METROPOLITAN EXPOSITION-  
RECREATION COMMISSION  
REGIONAL AUTOMATED INFORMATION  
NETWORK  
OAK LODGE WATER DISTRICT  
THE PORT OF PORTLAND  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION  
DISTRICT  
LANE EDUCATION SERVICE DISTRICT  
TUALATIN HILLS PARK AND RECREATION  
DISTRICT  
PORT OF SIUSLAW  
CHEHALEM PARK AND RECREATION  
DISTRICT  
PORT OF ST HELENS  
LANE TRANSIT DISTRICT  
CENTRAL OREGON  
INTERGOVERNMENTAL COUNCIL  
HOODLAND FIRE DISTRICT NO.74  
MID COLUMBIA COUNCIL OF  
GOVERNMENTS  
WEST MULTNOMAH SOIL AND WATER  
CONSERVATION DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
Banks Fire District #13  
KLAMATH COUNTY 9-1-1

**SERIAL 16154-RFP**

GLENDAL RURAL FIRE DISTRICT  
COLUMBIA 911 COMMUNICATIONS  
DISTRICT  
CLACKAMAS RIVER WATER  
NW POWER POOL  
Lowell Rural Fire Protection District  
TriMet Transit  
Estacada Rural Fire District  
Keizer Fire District  
State Accident Insurance Fund  
Corporation  
Bend Metro Park & Recreation District  
Port of Hood River  
La Pine Park & Recreation District  
Brookings- Harbor School District 17c  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
Bend Park and Recreation District  
Port of Garibaldi  
Seal Rock Water District  
Rockwood Water P.U.D.  
Tillamook Fire District  
Tillamook County Transportation Dist  
Central Lincoln People's Utility District  
Jefferson Park and Recreation  
City of Monmouth / Public Works  
McMinnville Police Department  
City of Sublimity  
City of Central Point Parks and  
Recreation  
Gearhart Fire Department  
Woodburn City Of  
Brookings Fire / Rescue  
City of Veneta  
CITY OF DAMASCUS  
Hermiston Fire & Emergency Svcs  
CEDAR MILL COMMUNITY LIBRARY  
CITY OF LAKE OSWEGO  
LEAGUE OF OREGON CITIES  
CITY OF SANDY  
CITY OF ASTORIA OREGON  
CITY OF BEAVERTON

CITY OF BOARDMAN  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE  
DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF CRESWELL  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF GEARHART  
CITY OF GOLD HILL  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF HALSEY  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF POWERS  
RAINIER POLICE DEPARTMENT  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SILVERTON  
CITY OF STAYTON  
City of Troutdale

**SERIAL 16154-RFP**

CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WOODBURN  
CITY OF TIGARD, OREGON  
CITY OF AUMSVILLE  
CITY OF PORT ORFORD  
CITY OF EAGLE POINT  
CITY OF WOOD VILLAGE  
St. Helens, City of  
CITY OF WINSTON  
CITY OF COBURG  
CITY OF NORTH PLAINS  
CITY OF GERVAIS  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF  
COMMERCE  
PORTLAND DEVELOPMENT  
COMMISSION  
CITY OF CANNON BEACH OR  
CITY OF ST. PAUL  
CITY OF ADAIR VILLAGE  
CITY OF WILSONVILLE  
CITY OF HAPPY VALLEY  
CITY OF SHADY COVE  
CITY OF LAKESIDE  
CITY OF MILLERSBURG  
CITY OF GATES  
KEIZER POLICE DEPARTMENT  
CITY OF DUNDEE  
CITY OF AURORA  
THE CITY OF NEWPORT  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
METRO  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY

CITY OF PHOENIX  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF SHERWOOD  
City of junction city  
City of Florence  
Columbia Gorge Community  
City of Dayton  
City of Carlton  
City of Pendleton Convention Center  
City of Monmouth  
City of Philomath  
City of Sheridan  
Seaside Public Library  
City of Yoncalla  
La Grande Police Department  
Cove City Hall  
NW PORTLAND INDIAN HEALTH BOARD  
Portland Patrol Services  
City Of Bend  
City Of Coquille  
City Of Molalla  
ROCKWOOD WATER PEOPLE'S UTILITY  
DISTRICT  
City of St. Helens  
City of North Powder  
City of Eugene  
City of Cornelius, OR  
Toledo Police Department  
City of Independence  
City of Cascade Locks  
City of Columbia City  
City of Baker City  
McMinnville Water & Light  
City of Pendleton Parks & Recreation  
CITY OF SWEETHOME  
CITY OF THE DALLES  
CLACKAMAS FIRE DIST#1  
DESCHUTES PUBLIC LIBRARY  
STAYTON FIRE DISTRICT  
City of Ontario  
City of Corvallis Parks and Recreation  
North Lincoln Fire & Rescue #1

**SERIAL 16154-RFP**

Gresham Police Department  
City of Harrisburg  
Gladstone Public Library  
City of Portland Parks Bureau  
Seaside Fire & Rescue  
City Of North Bend  
City of Union  
City of Nehalem  
City of Richland  
CITY OF LINCOLN CITY  
City of Donald  
City of Milton-Freewater  
CITY OF SCIO  
City of Forest Grove  
City Govrnment  
City of Mt. Angel  
Albany Police Department  
Umatilla Electric Cooperative  
WATER ENVIRONMENT SERVICES  
Polk County Fire District No.1  
Netarts-Oceanside RFPD  
UIUC  
Rogue River Fire District  
Aurora Rural Fire District  
Tillamook County Emergency  
Communications District  
Southern Coos Hospital  
Oregon Cascades West Council of  
Governments  
MULTONAH COUNTY DRAINAGE  
DISTRICT #1  
PORT OF BANDON  
OR INT'L PORT OF COOS BAY  
MID-COLUMBIA CENTER FOR LIVING  
DESCHUTES COUNTY RFPD NO.2  
YOUNGS RIVER LEWIS AND CLARK  
WATER DISTRICT  
PACIFIC STATES MARINE FISHERIES  
COMMISSION  
CENTRAL OREGON IRRIGATION  
DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
COLUMBIA RIVER PUD

SANDY FIRE DISTRICT NO. 72  
BAY AREA HOSPITAL DISTRICT  
NEAH KAH NIE WATER DISTRICT  
PORT OF UMPQUA  
EAST MULTNOMAH SOIL AND WATER  
CONSERVANCY  
Benton Soil & Water Conservation  
District  
DESCHUTES PUBLIC LIBRARY SYSTEM  
CLEAN WATER SERVICES  
North Douglas County Fire & EMS  
Crooked River Ranch Rural Fire  
Protection District  
PARROTT CREEK CHILD & FAM  
South Lane County Fire And Rescue  
Lake Chinook Fire & Rescue  
Clackamas County Water Environment  
Services  
Amity Fire District  
CENTRAL OREGON COMMUNITY  
COLLEGE  
UMPQUA COMMUNITY COLLEGE  
LANE COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
PORTLAND COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
ROGUE COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY  
COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
KLAMATH COMMUNITY COLLEGE  
DISTRICT  
Oregon Coast Community College  
Clatsop Community College  
North Portland Bible College  
OREGON COMMUNITY COLLEGE  
ASSOCIATION  
Teacher Standards and Practices  
Commission  
Salem Keizer School District Purchasing



**SERIAL 16154-RFP**

Kdrv Channel 12  
 Opta Oregon Permit Technician  
 Oregon Forest Resources Institute  
 Office of the Ong Term Care  
 Ombudsman  
 Oregon State Lottery  
 OREGON TOURISM COMMISSION  
 OREGON STATE POLICE  
 OFFICE OF THE STATE TREASURER  
 OREGON DEPT. OF EDUCATION  
 SEIU LOCAL 503, OPEU  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON CHILD DEVELOPMENT  
 COALITION  
 OFFICE OF MEDICAL ASSISTANCE  
 PROGRAMS  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 BOARD OF MEDICAL EXAMINERS  
 OREGON LOTTERY  
 OREGON BOARD OF ARCHITECTS  
 SANTIAM CANYON COMMUNICATION  
 CENTER  
 OREGON DEPT OF TRANSPORTATION  
 OREGON TRAVEL INFORMATION  
 COUNCIL  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPT. OF CORRECTIONS  
 DEPARTMENT OF ADMINISTRATIVE  
 SERVICES  
 Oregon Board of Massage Therapists  
 Oregon Tradeswomen  
 Oregon Convention Center  
 OREGON SCHL BRDS ASSOCIAT  
 Central Oregon Home Health and Hos  
 Oregon Health Care Quality Cor  
 OREGON DEPARTMENT OF HUMAN  
 SERVICES  
 Oregon Air National Guard  
 Training & Employment  
 State of Oregon - Department of  
 Administrative Services

Aging and People with Disabilities  
 Oregon State Treasury  
 Oregon State Fair Council  
 Procurement Services/DAS  
 STATE OF OREGON  
 OREGON JUDICIAL DEPARTMENT  
 Oregon State Board of Architect  
 Examiners  
 City of Astoria Fire Department  
 Columbia Gorge ESD  
 Nehalem Bay Wastewater  
 Association of Oregon Community  
 Mental Health Programs  
 VA  
 US FISH AND WILDLIFE SERVICE  
 Bonneville Power Administration  
 Oregon Army National Guard  
 USDA Forest Service  
 Yellowhawk Tribal Health Center  
 ANGELL JOB CORPS  
 Coquille Indian Housing Authority  
 COLLEGE HOUSING NORTHWEST  
 HOUSING AUTHORITY OF CLACKAMAS  
 COUNTY  
 HOUSING AUTHORITY OF PORTLAND  
 WEST VALLEY HOUSING AUTHORITY  
 HOUSING AUTHORITY AND  
 COMMUNITY SERVICES AGENCY  
 NORTH BEND CITY- COOS/URRY  
 HOUSING AUTHORITY  
 MARION COUNTY HOUSING AUTHORITY  
 HOUSING AUTHORITY OF THE CITY OF  
 SALEM  
 Housing Authority of Yamhill County  
 The Housing Authority of the County of  
 Umatilla  
 homeforward

**SERIAL 16154-RFP**

**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.

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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.

[ ] NET 10 DAYS	[ ] NET 45 DAYS	[ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS	[ ] NET 60 DAYS	[ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS	[ ] NET 90 DAYS	[ ] 1% 30 DAYS NET 31 DAYS
[ ] NET 30 DAYS	[ ] 2% 10 DAYS NET 30 DAYS	[ ] 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			MINIMUM Discount from List %
1.1	Category 1	Appliances	%
Example:		Washing Machines	%
1.2	Category 2	Building Materials	%
Example:		Lumber	%
1.3	Category 3	Hardware	%
1.4	Category 4	HVAC	%
1.5	Category 5	Kitchen and Bath Cabinets	%
1.6	Category 6	Janitorial	%
1.7	Category 7	Landscaping Equipment and Supplies	%
1.8	Category 8	Motors/Pumps	%
1.9	Category 9	Paints/Coatings	%
1.10	Category 10	Plumbing	%
1.11	Category 11	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 SEMI-GLOSS 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	206781 346	100 SERIES SINGLE HUNG WINDOW WHITE	EA	1,977			\$ -	\$ -
4	Armstrong	54004031	171292	1/8"CMVC 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 i100 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 PPUI 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 PPUI 2750 EGG UPW 4.68GL	EA	1,627			\$ -	\$ -
11	Behr	775005	436229	BEHR PPUI 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	DC9086-2	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	5225BP6H	250355	ENERGIZER 9V 6-PK	PKG 6	16,113			\$ -	\$ -
19	Energizer	E9T5BP36H	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	N2428RBN2428T	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 SEMI-GLOSS INT PAINT 5-GAL	EA	2,085			\$ -	\$ -
33	HDX	3072FX	567757	6" UTILITY/BANQUET FOLDING TABLE	EA	4,460			\$ -	\$ -
34	HDX	6160184872C	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	RA720KWH	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 GRGGE 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 Plytanium	RU70	564987	ATTICAT INSULATION	EA	6,141			\$ -	\$ -
80		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 UL TRALIGHT 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 CEILING 64SF	CS	8,580			\$ -	\$ -
96	USG Ceilings	280	314803	2'X4' #280 5TH AVE SQ CEILING 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									\$	\$

**Bid Serial 16154-RFP: Maintenance, Repair, Operating 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
<i>Example</i>	<i>ABC Company</i>	<i>123456</i>	<i>11111</i>	<i>ABC SEMI GLOSS PAINT 5 GAL</i>	<i>EA</i>	<i>1000</i>	<i>\$ 10.00</i>	<i>20%</i>	<i>\$ 8.00</i>	<i>\$ 8,000.00</i>
1	ACHIM IMPORTING	OPR376WH36	797139	37-1/4X6' Rm Dark Wht Roller Shade	EA	8,891			\$ -	\$ -
2	AMREP, INC	ZUHFF5G	113032	Flr Finish, 5 Gal Zep High Traffic	EA	1,302			\$ -	\$ -
3	AMREP, INC	ZULFF5G	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 Cig	EA	2,952			\$ -	\$ -
7	BRASSCRAFT SERVICE PARTS	SLD1327	478107	Delta 1300/1400 Srs Cig Assy	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	CLOXOX	35419	111514	1.12 Gal Pine-Sol Lemon3/Cs	CS 3	2,512			\$ -	\$ -
25	CLOXOX	35418	111515	1.12 Gal Pine-Sol 3/Cs	CS 3	1,197			\$ -	\$ -
26	CLOXOX	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	Slean 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 Tiet 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			\$ -	\$ -

**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/WHIT 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 PK6	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	ESL13T12/HDS	313258	CFLU Bulb VL 13W 2700K Twist 12pk	PKG 12	3,112			\$ -	\$ -
69	MAINTENANCE WAREHOUSE	ESL13T41K12/HDS	313264	CFLU Bulb VL 13W 4100K Twist 12pk	PKG 12	2,904			\$ -	\$ -
70	MAINTENANCE WAREHOUSE	N4827TWFR01	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 Wrhse Terry Towel, 24/Pkg	PKG 24	2,694			\$ -	\$ -
77	MODULAR VANITY TOPS	30181504	404379	19x17" Wht Cult Mrbl Vnty 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 Phl 40W T12 4100K 89CRI 30pk	PKG 30	1,134			\$ -	\$ -
81	PHILIPS LIGHTING CO.	454199	311632	CFLU Bulb Phl 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 Fitr	EA	20,597			\$ -	\$ -
87	RESEARCH PRODUCTS CO	97023195	246400	8-3/4x10-1/2 Activd Carbon Rng Hd Fitr	EA	19,191			\$ -	\$ -
88	ROPPE CORP	H140LASP100	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										
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
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	CAMPIL FARR	855080139	855080139	Durafl® 2V High efficiency, V-style air filter in all plastic enclosing frame	EA	70			\$ -	\$ -
21	CAMPIL FARR	405619A22	405619A22	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x22"	EA	96			\$ -	\$ -
22	CAMPIL FARR	405619A12	405619A12	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x12"	EA	140			\$ -	\$ -
23	CAMPIL FARR	404340004	404340004	High efficiency supported media box filter with low initial pressure drop, 24"x24"x12"	EA	240			\$ -	\$ -
24	CAMPIL FARR	049880005	049880005	30/300 High-Capacity Pleated Panel Filters	EA	578			\$ -	\$ -
25	CONSOLIDATED BEARING	NNF-5026A-DA2RSV	NNF-5026A-DA2RSV	Full Complement Cylindrical Roller Single Row Radial	EA	14			\$ -	\$ -
26	CONTINENTAL	2100 14M55HAWK	2100 14M55HAWK	Hawk P-d™ Belt, 55 mm width, 100mm Pitch Length, single Sided	EA	40			\$ -	\$ -
27	CONTINENTAL	5VX1900	5VX1900	Hy-10 Wedge Cogged Belt, 190" Outside Length	EA	83			\$ -	\$ -
28	CONTINENTAL	5V1800	5V1800	Hy-10 Wedge (Envelope) Belt, 180" Outside Length	EA	115			\$ -	\$ -
29	CONTINENTAL	5VX1800	5VX1800	Hy-10 Wedge Cogged Belt, 180" Outside Length	EA	163			\$ -	\$ -
30	CONTINENTAL	5VX1600	5VX1600	Hy-10 Wedge Cogged Belt, 160" Outside Length	EA	163			\$ -	\$ -
31	CONTINENTAL	5VX1120	5VX1120	Hy-10 Wedge Cogged Belt, 112" Outside Length	EA	165			\$ -	\$ -
32	CONTINENTAL	5VX1250	5VX1250	Hy-10 Wedge Cogged Belt, 125" Outside Length	EA	171			\$ -	\$ -
33	CONTINENTAL	5VX1000	5VX1000	Hy-10 Wedge Cogged Belt, 100" Outside Length	EA	173			\$ -	\$ -
34	CONTINENTAL	5VX1060	5VX1060	Hy-10 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-10 Wedge Cogged Belt, 132" Outside Length	EA	206			\$ -	\$ -
37	CONTINENTAL	5VX1700	5VX1700	Hy-10 Wedge Cogged Belt, 170" Outside Length	EA	210			\$ -	\$ -
38	CONTINENTAL	5VX1180	5VX1180	Hy-10 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	2100B	2100B	DB Series Tie Rod Cylinder, Hydraulic Cylinder	EA	94			\$ -	\$ -
43	DODGE	5 7/16SLVOL132424	5 7/16SLVOL132424	Sealeoil® 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	Torque Mount for Torque Arm II Unit 5215	EA	22			\$ -	\$ -
46	DODGE	P2BE307R	P2BE307R	Motor 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-I-ok™ 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			\$ -	\$ -

**Bid Serial 16154-RFP: Maintenance, Repair, Operating Supplies, and Related Products and Services**  
**Maricopa County**  
**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	PLB6885D5	PLB6885D5	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	PB2244QH	PB2244QH	Spherical Roller Bearing Pillow Block, 2 Bolt Holes, Relubricatable, Non-Expansion, Cast Iron, Seta	EA	26			\$ -	\$ -
61	LOCITITE	1323940	1323940	PC 72189™ Nordbak® Wearing Compound, 25 lb Kit, Abrasive-Resistant Apoxy	EA	40			\$ -	\$ -
62	LOCITITE	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	CF-2SB	CF-2SB	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	SYE1.1516NH	SYE1.1516NH	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 Nd	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 & Wrg Jacks Accessory	EA	91			\$ -	\$ -
99	WARREN RUPP SINDPIPER	W15-4,DB11I.	W15-4,DB11I.	Cast-Iron Buna Single Double Diaphragm Pump, 260 gpm, 125 psi	EA	10			\$ -	\$ -
100	WEG ELECTRIC CORP	15036ET13G445TS-W22	15036ET13G445TS-W22	Premium Efficiency Electrical Motor	EA	10			\$ -	\$ -
<b>TOTAL</b>										\$ 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



**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP****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.

**SERIAL 16154-RFP**

- 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

**SERIAL 16154-RFP**

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.

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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

**SERIAL 16154-RFP**

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;

**SERIAL 16154-RFP**

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

## 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 then 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 notate.

**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 ATTACHMENT 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 RESPONSES (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-CONTRACTORS 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 RESPONSES (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 RESPONSES (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 ATTACHMENT 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	juan.yanez@mail.maricopa.gov	
HOME DEPOT	RICH NYBERG	770 384 3772	RICHARD_NYBERG@HOMEDEPOT.COM	YES
IBT Home Depot	JOHN PETTINELLI	609 820 8593	JOHN.PETTINELLI@SUPPLYWORKS.COM	
AFFLINK	Paul Vrzal	419-350-4831	przsal@aflink.com	YES
CAMPIL	GREG HERMAN	205-482-0909	GREG.HERMAN@CAMPIL.COM	YES
CAMPIL	TRAVIS GEPSON	602-284-5059	TRAVIS.GEPSON@CAMPIL.COM	
Robert Mitchell FMD	Robert Mitchell	602-506-2501	Robert.Mitchell@FM.MARICOPA.GOV	
<del>Robert Mitchell</del>				
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	Cyndie Smith	858-752-4042	cyndie.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	rscarroll@borderstates.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**

[illegible]

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)

**SERIAL 16154-RFP      MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL  
SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S.  
Communities) Contract - HD Supply Facilities Maintenance LTD.**

**DATE OF LAST REVISION: February 03, 2025      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

**KS/mm**  
Attach

Copy to:              Office of Procurement Services  
**Thomas Galaviz, Facilities Management**  
~~Beth Cressman, Facilities Management~~



## CONTRACT PURSUANT TO RFP

**SERIAL 16154-RFP**

This Contract is entered into this 11<sup>th</sup> day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, Ltd., Florida Limited Partnership ("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 1<sup>th</sup> day of February, 2017 and ending the 31<sup>st</sup> 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 Contract or as a matter of law. The provisions of this clause shall survive the expiration or termination of this Contract.**

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration, **except as allowed for in Exhibit B, Scope of Work, §§ 2.5.5 and 2.5.6**. 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:

**SERIAL 16154-RFP**

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number if provided during account set-up or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of shipment
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- 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.

3.4 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.

**SERIAL 16154-RFP**

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 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 based on applicable law and pursuant to tax exemption regulations. 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

**SERIAL 16154-RFP**

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 actual and direct claims, damages, losses, and expenses (including, but not limited to reasonable attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) to the extent arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or willful misconduct relating to the Contractor's 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 actual and direct 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, to the extent caused by negligent acts, errors, omissions, 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 employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Contractor's obligation to indemnify, defend and hold harmless County shall not apply in cases of County's negligence or intentional misconduct. Further, Contractor shall not be so obligated and specifically disclaims any liability for claims that are due to: building design and/or construction, product misuse, misapplication of the product, improper site or surface preparation, improper selection of product and/or color, or improper maintenance. 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 extends to the 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, except where such agent or representative is a contractor or subcontractor retained by the County.
- 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, except where such agent or representative is a third-party contractor or subcontractor retained by the County.
- 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 County and its agents, officers, directors and employees (except for third-party contractors or subcontractors retained by the County) 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, ~~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, ~~Commercial Umbrella~~ insurance, if necessary, in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builder's Risk insurance shall be maintained until completion of the units under construction subject to the agreement as complete. 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.

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 provide prior written notice of cancellation to Maricopa County based on state guidelines. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4<sup>th</sup> Avenue** ~~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.

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 Except for payment obligations, 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,

**SERIAL 16154-RFP**

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.
- 6.5.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST

**SERIAL 16154-RFP**

PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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 reasonable 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 after being provided written notice and reasonable opportunity to cure 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 promptly. 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.

**SERIAL 16154-RFP**

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, which consent shall not be unreasonably withheld. 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.

**SERIAL 16154-RFP**

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:~~

~~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

~~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.

**SERIAL 16154-RFP**

**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.



**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 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.

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

6.28.1 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.

6.28.2 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.

6.28.3 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.

**6.29 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.

**SERIAL 16154-RFP****6.30 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.

**6.31 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.

**6.32 PRICES:**

Pricing will be compliant with the Pricing Commitments as described in the Administration Agreement dated as of January 12, 2017 by and between U.S. Communities Government Purchasing Alliance and Contractor.

**6.33 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.

**6.34 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.~~

**6.34.1 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.**

**6.34.2 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.**

**6.35 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

6.36 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.

6.37 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.

6.38 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.38.1 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.

6.38.2 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.

6.39 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 cancellation. 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.

6.40 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.

**SERIAL 16154-RFP**

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 4<sup>th</sup> Avenue**

Phoenix, Arizona 85003-2494

For Contractor:

with a copy to:

HD Supply Facilities Maintenance, Ltd.

PO Box 509055

San Diego, CA 92150-9055

Attn: Contracts Department

HD Supply Facilities Maintenance, Ltd.

**3400** ~~3100~~ Cumberland Blvd, Suite ~~1700~~

Atlanta, GA 30339

Attn: Legal

SERIAL 16154-RFP

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

**CONTRACTOR**

  
AUTHORIZED SIGNATURE

Robin Soehl, VP, Information Integrity & Compliance  
PRINTED NAME AND TITLE

101 Riverview Parkway, Santee, CA 92071  
ADDRESS

12/15/2016  
DATE

**MARICOPA COUNTY**

  
CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017  
DATE


**ATTESTED:**

  
CLERK OF THE BOARD 01/17/17

JAN 17 2017  
DATE

**APPROVED AS TO FORM:**

  
DEPUTY COUNTY ATTORNEY

 12, 2017  
DATE

SERIAL 16154-RFP

**EXHIBIT A****PRICING**

SERIAL 16154-RFP	BFO	
NIGP CODE: 45041		
RESPONDENT'S NAME:		HD Supply Facilities Maintenance, Ltd.
COUNTY VENDOR NUMBER :		VC0000004973
ADDRESS:		3100 Cumberland Blvd., Ste. 1700 <b>PO BOX 209058 San Diego, CA 92150</b>
		Atlanta, GA 30339
P.O. ADDRESS:		PO Box 509055, San Diego, CA 92150
TELEPHONE NUMBER:		877-610-6912
FACSIMILE NUMBER:		877-219-8526
WEB SITE:		hdsupplysolutions.com
CONTACT (REPRESENTATIVE):		<b>Steve Blask (Primary), Brent Jaramillo Becky Newell</b> <del>Cydne smith</del>
REPRESENTATIVE'S E-MAIL ADDRESS:		<a href="mailto:cyndesmith@hdsupply.com">cyndesmith@hdsupply.com</a> <a href="mailto:Steven.Blask2@hdsupply.com">Steven.Blask2@hdsupply.com</a> , <a href="mailto:brent.jaramillo@hdsupply.com">brent.jaramillo@hdsupply.com</a> <a href="mailto:Rebecca.Newell@HDSupply.com">Rebecca.Newell@HDSupply.com</a>

	<b>YES</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]

1.0 PRICING:					
1.2	Wholesale Catalog Discount By Category				
			Annual Issue Date of Catalog	March/April	
		(Insert Sub-categories as necessary)			
MINIMUM		MINIMUM Discount from List			
1.1	Category 1	Appliances			
		Refrigerators		5	%
		Ovens		5	%
		Oven Repair		20	%
		Laundry		5	%
		Dishwashers & other Appliances		5	%
		Refrigerator Repair		15	%
		Microwaves		10	%
		Range Hood Filters		20	%
		Range Hoods		20	%
		Washer & Dryer Repair		15	%
		Gas Supply Lines & Fittings		15	%
		Laundry Carts		5	%
		Dishwasher Repair		15	%
		Ice Machines		5	%
		Ice Machine Repair		10	%

## SERIAL 16154-RFP

1.2	Category 2	Building Materials	5	%
		Slab Doors	10	%
		Bi-Fold	5	%
		Moldings	10	%
		Bypass Doors	5	%
		Pre-hung Int. Doors	5	%
		Exterior Doors	5	%
1.3	Category 3	Hardware	5	%
		Residential Locksets	10	%
		Door & Wall Protection	15	%
		Screen Doors, Frame & Wire	15	%
		Door Security Hardware	15	%
		Commercial Locksets	10	%
		Mailboxes & Accessories	15	%
		Weatherization & Thresholds	20	%
		Ceiling Tile	5	%
		Door Hinges & Closers	10	%
		Wardrobe Hardware	15	%
		Cabinet & Drawer Hardware	15	%
		Window Hardware	10	%
		Commercial Door Hardware	10	%
		Electronic Locks & Safes	5	%
		Sliding Patio Door Hardware	10	%
		Gate & Garage Door Hardware	10	%
		Fasteners	10	%
		Storm Door	5	%
		<b>Carpet</b>	<b>5</b>	<b>%</b>
		<b>Laminate Flooring</b>	<b>10</b>	<b>%</b>
1.4	Category 4	HVAC	5	%
		Fireplace	10	%
		Air Filtration	15	%
		PTAC & Ductless (Mini Splits)	5	%
		Refrigerants & Compressed Gases	5	%
		Thermostats & Temperature Control	10	%
		Window & Portable Air Conditioners	10	%
		Wall Air Conditioners	5	%
		Exhaust Fans	15	%
		Condensing Units	5	%
		Repair Parts	10	%
		Tools & Supplies	10	%
		Heaters	10	%
		Hydronic Products, Controls & Gauges	5	%
		Indoor Air Quality (IAQ)	10	%
		Air Handlers, Furnaces & Coils	5	%
		Ventilation	10	%
		Compressors & Fittings	10	%

## SERIAL 16154-RFP

		Warranty/OEM Parts	0	%
		Thru-The-Wall Condensers	5	%
		Clearance - HVAC	0	%
	<b>Eff. 3/15/25</b>	<b>Portable Air Conditioners</b>	<b>10</b>	<b>%</b>
		<b>Window Air Conditioners</b>	<b>10</b>	<b>%</b>
1.5	Category 5	Kitchen and Bath Cabinets	10	%
		Medicine Cabinets	15	%
		Countertops	0	%
		Bathroom Vanities	15	%
		Kitchen Cabinets	10	%
	<b>Eff. 3/15/25</b>	<b>Gas Products</b>	<b>15</b>	<b>%</b>
		<b>Pipe, Tubing &amp; Fittings</b>	<b>5</b>	<b>%</b>
		<b>Plumbing Valves</b>	<b>15</b>	<b>%</b>
1.6	Category 6	Janitorial	5	%
		Floor Mats	10	%
		Paper Product	20	%
		Cleaning Chemicals	20	%
		Cleaning Equipment	15	%
		Waste Receptacles And Liners	10	%
		Pest Control	10	%
		Trash Liners	20	%
		Vacuums And Accessories	5	%
		Carpet Extractors & Floor Machines	5	%
		Odor Control	5	%
		Hand Soaps & Sanitizers	15	%
		Dilution Systems	5	%
1.7	Category 7	Landscaping Equipment and Supplies	5	%
		Planters	5	%
		Garden Hoses & Nozzles	10	%
		Sprinkler Heads, Nozzles & Accessories	5	%
		Sprinkler Valves & Accessories	10	%
		Outdoor Equipment	5	%
		Ice Melt	5	%
		Utility Vehicle & Accessories	5	%
1.8	Category 8	Motors/Pumps	5	%
		Motors & Fan Blades	5	%
		Circulator Pumps	5	%
		Pumps & Regulators	5	%
1.9	Category 9	Paints/Coatings	5	%
		Caulking	15	%
		Interior Surface Repair	15	%
		Paint Application	10	%
		Tapes & Adhesives	10	%
		Paint	5	%



**SERIAL 16154-RFP**

		Spray Paint	10	%
		Primers	5	%
		Exterior Surface Repair	5	%
1.10	Category 10	Plumbing	5	%
		Kitchen & Bar Faucets	10	%
		Lavatory Faucets	10	%
		Stems & Cartridges	10	%
		Tub Spouts & Showerheads	10	%
		Bathroom Hardware	15	%
		Sinks	10	%
		Faucet & Shower Valve Repair	15	%
		Specialty & Commercial Faucets	5	%
		Handles And Index Buttons	10	%
		Tub & Shower Trim Kits & Valves	5	%
		Pop Ups & Repair	10	%
		Spouts & Aerators	10	%
		Decorative Bath Hardware	10	%
		Escutcheons and Flanges	10	%
		Clearance faucets and showerheads	0	%
		Water Heaters	5	%
		Toilet & Tank Repair	10	%
		Disposers & Repair	5	%
		Shower Doors, Tubs & Enclosures	10	%
		Toilets	10	%
		Toilet Seats	20	%
		Drain Cleaning Equipment	5	%
		Metal & Plastic Tubular	10	%
		Public Washroom	10	%
		Water Heater Repair	5	%
		Sink Repair	20	%
		Water Coolers & Bubblers	5	%
		Tub Waste and Drain Repair	10	%
		Pipe Repair & Weatherization	10	%
1.11	Category 11	Pool Supplies	5	%
		Pool And Patio Furniture	5	%
		Pool Chemicals	5	%
		Pool Equipment	10	%
1.12	Category 12	Tools, Hand-Held General Purpose	5	%
		Acrylic Sheet	5	%
		Hand Tools	10	%
		Ladders & Ladder Acc.	5	%
		Lubricants	10	%
		Plumbing Hand Tools	10	%
		Carts & Trucks	10	%
		Wheels & Casters	10	%
		Storage	15	%

**SERIAL 16154-RFP**

1.13	Category 13	Tools, Power Type		5	%
		Power Tools		5	%
		Shop Tools		5	%
		Power Tool Accessories		10	%
		Power Equipment		5	%
		Bench Top Tools		5	%
1.14	Category 14	Flooring and Window Coverings		10	%
		Vinyl Mini Blinds		20	%
		Standard Vertical Blinds		20	%
		1" Deluxe Vinyl Mini Blinds		20	%
		Aluminum Mini Blinds		20	%
		Window Shades & Rods		15	%
		Faux Wood Blinds		15	%
		Deluxe Vertical Blinds		10	%
		Window Covering Accessories		15	%
		2" Deluxe Vinyl Mini Blinds		15	%
		Floor Tile		10	%
		Flooring Tools		15	%
		Floor Prep & Adhesive		15	%
1.15	Category 15	Hospitality		5	%
		Hospitality - Banquet Furniture		5	%
		Hospitality - Shower Curtains & Liners		5	%
		Hospitality - Guest Room Case Goods & Furniture		5	%
		Hospitality - Food & Beverage Equipment & Supplies		10	%
		Hospitality - Guest Room Coffee Makers & Coffee		5	%
		Hospitality - Guest Room Appliances		5	%
		Hospitality - Personal Care Amenities		5	%
		Hospitality - Telephones & Accessories		5	%
		Hospitality - Guest Room Supplies		10	%
		Hospitality - Beds & Frames		5	%
		Hospitality - Office Supplies & Equipment		10	%
		Hospitality - Housekeeping Carts & Accessories		10	%
		Hospitality - Fitness Equipment		5	%
		Hospitality - Extended Stay/Timeshare Supp & Equipment		5	%
		Hospitality - Bellman's Carts & Accessories		5	%
		Hospitality - Logo Amenities		5	%
		Hospitality - Business Forms		15	%
		Hospitality - Guest Room Printed Supplies		10	%
		Hospitality - Baby Cribs & Sheets		5	%
		Hospitality - Bathroom Hardware (Hospitality)		5	%
		Hospitality - Restaurant Equipment & Supplies		5	%
		Hospitality - Crowd Management		5	%
		Hospitality - ADA Communications		5	%
		Hospitality - Artwork, Frames & Mirrors		5	%
		Hospitality - Room Decor		5	%
		Hospitality - Laundry Carts & Accessories		10	%

## SERIAL 16154-RFP

		Hospitality - Guest Kitchen Appliances	5	%
		Hospitality - Safety & Signage	5	%
		<b>Hospitality Supply – Hand Soaps &amp; Dispensers</b>	<b>15</b>	<b>%</b>
	<b>Eff. 3/15/25</b>	<b>Hospitality Supply – Signs &amp; Notices</b>	<b>5</b>	<b>%</b>
1.16	Category 16	Water/Wastewater Treatment	5	%
		Water Supply & Fittings	15	%
		Pipe & Pipe Fittings	5	%
		Water Filtration	5	%
1.17	Category 17	Miscellaneous	5	%
		Ability One - Floor Care	5	%
		Ability One - Cleaning Supplies	10	%
		Ability One - Brooms & Brushes	5	%
		Ability One - Safety & Sundries	5	%
		Ability One - Paper Products	5	%
		Ability One - Paint & Tape	5	%
	<b>Eff. 3/15/25</b>	<b>Ability One – Office Products</b>	<b>5</b>	<b>%</b>
		Electrical - Carbon Monoxide Alarms	15	%
		Electrical - Smoke Alarms & Fire Safety	15	%
		Electrical - Fire Extinguishers & Cabinets	5	%
		Electrical - Wiring Devices - GFCIs	15	%
		Electrical - Wall Plates	15	%
		Electrical - Wiring Devices - Receptacles	15	%
		Electrical - Wiring Devices	15	%
		Electrical - Power Cords & Connectors	15	%
		Electrical - Two-Way Communications	5	%
		Electrical - Door Chimes & Intercoms	15	%
		Electrical - Wiring Supplies	10	%
		Electrical - Circuit Breakers & Fuses	10	%
		Electrical - Building Wire	10	%
		Electrical - Electrical Tools & Meters	10	%
		Electrical - Security & Surveillance	10	%
		Electrical - Conduit & Weatherproof/Electrical Boxes	15	%
		Electrical - Lighting Controls	15	%
		Electrical - Telephone & Video Repair	15	%
		Electrical - Surge Protection	15	%
		Electrical - Time Switches	15	%
		Electrical - Audio/Video Equipment	5	%
		Electrical - Plug & Connectors	15	%
		Electrical - Audio/Video Accessories	10	%
		Electrical - Clearance - Electrical	0	%
		Electrical - Cameras	5	%
		Grounds - Benches & Picnic Tables	5	%
		Grounds - Petwaste Stations & Accessories	10	%
		Grounds - Flags	5	%
		Grounds - Bike Racks	5	%
		Grounds - Barbecues	5	%

## SERIAL 16154-RFP

		Grounds - Playgrounds		5	%
	Eff. 3/15/25	<b>Grounds – Water &amp; Irrigation</b>		<b>10</b>	<b>%</b>
		<b>Grounds – Outdoor Power Equipment</b>		<b>5</b>	<b>%</b>
		<b>Grounds – Lawn &amp; Garden</b>		<b>5</b>	<b>%</b>
		<b>Grounds – Snow &amp; Ice Removal Equipment</b>		<b>5</b>	<b>%</b>
		Healthcare - Patient Care		10	%
		Healthcare - Bathing & Toileting		5	%
		Healthcare - Bathing Units/Supplies & Repair		5	%
		Healthcare - Shelving & Storage		5	%
		Healthcare - Resident Room Furniture		5	%
		Healthcare - Nurse Call & Audio/Video Equipment		5	%
		Healthcare - Bed Repair Parts		10	%
		Healthcare - Incontinent Care		5	%
		Healthcare - Wheelchair Repair Parts		15	%
		Healthcare - Wheelchair Cushions & Accessories		5	%
		Healthcare - Biohazard Containment		10	%
		Healthcare - Therapy & Fitness		5	%
		Healthcare - Privacy Curtains & Hardware		10	%
		Healthcare - Carts & Receptacles		5	%
		Healthcare - Lift Repair		5	%
		Healthcare - Mattresses		5	%
		Healthcare - Wheelchairs & Walkers		5	%
		Healthcare - Beds & Accessories		5	%
		Healthcare - Respiratory Aid		10	%
		Healthcare - Lifts & Slings		5	%
		Healthcare - Mobility Aids & Repair Parts		5	%
		Healthcare - Bed & Bath Linen		5	%
		Healthcare - Resident Monitoring / Fall Prevention		5	%
		Healthcare - Hampers and Accessories		5	%
		Healthcare - Scales		5	%
		Healthcare - Aids to Daily Living		5	%
		Healthcare - Diagnostic		5	%
		Healthcare - Exam Gloves		10	%
		Healthcare - Recliners and Accessories		5	%
		Healthcare - Wheelchair Ramps		5	%
		Healthcare - Healthcare Office		5	%
		Healthcare - Defibrillators		5	%
		Lamps & Ballasts - Fluorescent Tubes		20	%
		Lamps & Ballasts - Pin Based Compact Fluorescents		20	%
		Lamps & Ballasts - Batteries & Flashlights		20	%
		Lamps & Ballasts - Fluorescent Lamp Adapters		20	%
		Lamps & Ballasts - Ballasts & Starters		10	%
		Lamps & Ballasts - LED Lamps		5	%
		Lamps & Ballasts - A-Lamps		10	%
		Lamps & Ballasts - H.I.D. Lamps		10	%
		Lamps & Ballasts - Decorative Lamps		10	%
		Lamps & Ballasts - PAR Lamps		10	%
		Lamps & Ballasts - Reflector Lamps		10	%

**SERIAL 16154-RFP**

		Lamps & Ballasts - Halogen Lamps	10	%
		Lamps & Ballasts - Special Application Lamps	10	%
		Lamps & Ballasts - Clearance - Lamps & Ballast	5	%
		Lighting Fixtures - Indoor LED Fixtures	15	%
		Lighting Fixtures - Outdoor LED Fixtures	10	%
		Lighting Fixtures - Indoor Incandescent Ceiling Fixtures	20	%
		Lighting Fixtures - Emergency Lighting Fixtures	10	%
		Lighting Fixtures - Ceiling Fans	15	%
		Lighting Fixtures - Light Fixture Glass	10	%
		Lighting Fixtures - Linear Fluorescent Fixtures	10	%
		Lighting Fixtures - Bathroom Fixtures	10	%
		Lighting Fixtures - Indoor Fluorescent Ceiling Fixtures	15	%
		Lighting Fixtures - Outdoor Fluorescent Fixtures	10	%
		Lighting Fixtures - Security Lighting	10	%
		Lighting Fixtures - Outdoor Incandescent Fixtures	10	%
		Lighting Fixtures - Light Fixture Repair	10	%
		Lighting Fixtures - Indoor Wall Fixtures	10	%
		Lighting Fixtures - Lamp Shades	10	%
		Lighting Fixtures - Chandeliers & Pendants	10	%
		Lighting Fixtures - Recessed & Track Lighting	5	%
		Lighting Fixtures - Hospitality Portable Fixtures	10	%
		Property Marketing - Banners	5	%
		Property Marketing - Marketing Flags	5	%
		Property Marketing - Gifts	5	%
		Property Marketing - Apparel	5	%
		Property Marketing - Yard Signs	5	%
		Property Marketing - Key Tags	5	%
		Property Marketing - A-Frame Signs	5	%
		Property Marketing - Drinkware	5	%
		Property Marketing - Balloons	5	%
		Property Marketing - Events	5	%
		Property Marketing - Indoor Banners	5	%
		Raw Materials - Hardware	0	%
		Raw Materials - Raw Materials	5	%
		Raw Materials - Screening	5	%
		Office Solutions - Storage	10	%
		Office Solutions - Forms	5	%
		Office Solutions - Parking Permits	5	%
		Office Solutions - Paper	5	%
		Office Solutions - Violations	5	%
		Office Solutions - Ink/Toner	5	%
		Office Solutions - Message Boards	5	%
		Office Solutions - Presentation	5	%
		Office Solutions - Desktop	5	%
		Office Solutions - Filing	5	%
		Office Solutions - Mailroom/Shipping	5	%
		Office Solutions - Technology	5	%
		Office Solutions - Low Tech	5	%
		Office Solutions - Stationery	5	%

## SERIAL 16154-RFP

		Office Solutions - Writing		5	%
		Office Solutions - Planning/Organization		5	%
		Office Solutions - Labels		5	%
		Office Solutions - Note Pads		5	%
		Office Solutions - Greeting Cards		5	%
		Office Solutions - Binders		5	%
		Office Solutions - Pool Permits		5	%
		Safety Products - Hand Protection		20	%
		Safety Products - Safety Apparel		10	%
		Safety Products - First Aid		10	%
		Safety Products - Respiratory Protection		15	%
		Safety Products - Eye Protection		15	%
		Safety Products - Spill Control & Containment		10	%
		Safety Products - Lockout Tagout		10	%
		Safety Products - Hearing Protection		15	%
		Safety Products - Safety Training Materials		10	%
		Safety Products - Fall Protection		5	%
		Safety Products - Traffic Safety		5	%
		Safety Products - Safety Storage		10	%
	Eff. 3/15/25	<b>Safety Products – Aids to Daily Living</b>		<b>5</b>	<b>%</b>
		<b>Shipping, Moving &amp; Storage – Cartons &amp; Mailers</b>		<b>5</b>	<b>%</b>
		<b>Shipping, Moving &amp; Storage – Shipping Supplies</b>		<b>5</b>	<b>%</b>
		<b>Shipping, Moving &amp; Storage – Storage Containers &amp; Shelving</b>		<b>5</b>	<b>%</b>
		<b>Shipping, Moving &amp; Storage – Trucks &amp; Carts</b>		<b>10</b>	<b>%</b>
		Signage - Traffic Signs		5	%
		Signage - Interior Signs		5	%
		Signage - Specialty Signs		5	%
		Signage - Exterior Signs		5	%
		Signage - Sign Post		5	%
		Signage - Safety Signs		5	%
		Textiles - Mattress Pads Covers Toppers		5	%
		Textiles - Towels		5	%
		Textiles - Sheets		5	%
		Textiles - Pillows And Protectors		5	%
		Textiles - Blankets		5	%
		Textiles - Top Of Bed		5	%
		Textiles - Table Line		5	%
		Textiles - Robes And Slippers		5	%
		<b>Textiles – Brand Standard Linen</b>		<b>5</b>	<b>%</b>
1.18	Category 18	In Store Services		0	%
		Fab - Kitchen Cabinets		0	%
		Fab - Countertops		0	%
		Mirror/Glass Fabrication		0	%
		Fab - 5/8"TF Cabinet Doors & Fronts		0	%
		Fab - Cabinet Drawer Boxes		0	%

1.2	Do you offer a Rebate in lieu of a discount				Y*	(Y/N)	
					"Rebate is offered in addition to a discount"		
	<i>If annualized net purchases are...</i>		<i>...the rebate paid on net purchases will be...</i>				
	<i>over...</i>	<i>but not over...</i>	<i>will be...</i>	<i>of the amount over...</i>			
	\$500,000	\$999,999	1.00%	\$0			
	\$1,000,000	\$1,999,999	1.50%	\$0			
	\$2,000,000	NA	2.00%	\$0			
	<p>The rebate will be calculated at the Agency level based on its properties or facilities within its account hierarchy in HD Supply's database. At HD Supply's discretion, rebates will only be available to purchasers and will not include group purchasing organizations or similar entities.</p> <p>The rebate percentages apply only to net purchases above the noted thresholds. Net purchases are defined as invoiced product purchases less returns, other discounted items, and invoices that are 90+ days beyond terms from all customer properties. The rebate is paid annually based on HD Supply's fiscal calendar, which typically begins in February. Rebate payments are accompanied by a detailed report showing the purchases by property and region established in our database. Any invoices that are 90+ days beyond terms at the time of incentive calculation and payment may be excluded from incentive payments or discounts.</p>						

## **EXHIBIT B SCOPE 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 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 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING 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



**SERIAL 16154-RFP**

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 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.

**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 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

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

**SERIAL 16154-RFP****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 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.

**2.3.1 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.

**SERIAL 16154-RFP**

- 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.

**SERIAL 16154-RFP**

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 Contractors complete 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:

Internet  
Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

~~Wholesale:~~

~~Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be allowed once per year.~~

2.5.1 **Discounts by product subcategory are set forth in Exhibit A - Pricing. Percentages are applied to the then-current list price. All customers will be guaranteed our published list price, minus the category discount in Exhibit A - Pricing; however, certain products requiring special processing, such as design services, may be subject to tiered pricing based on volume.**

2.5.2 **List price on all stocked items shall remain fixed from approximately March to March of each year. Stocked items are all items in the catalog or on the website as "next day delivery" (excluding refrigerant products and other mutually agreed upon items). New pricing for each year will be published during March of each year.**

2.5.3 **List price on all non-stocked items, which are items not identified in the catalog or on the website as "next day delivery", may be adjusted at any time without notice.**

SERIAL 16154-RFP

**The discount percentages will remain fixed for the duration of the Contract and will be applied to the list price in effect at the time of sale.**

- 2.5.4 **Discount percentages will not apply to Special Orders, Promotional Items, Renovations, Installations or Contract Priced Items. The list price may be accessed by logging in to <https://hdsupplysolutions.com/> or through the Easy Order App.**
- 2.5.5 **Notwithstanding the foregoing, including Section 2.5.2 above, in the event Contractor's cost of stocked items increases, including taxes, freight, raw materials, handling, or other costs, and Contractor provides written evidence of industry data indicating such cost increases, Contractor may increase pricing of stocked items consistent with such industry data at any time during the year. Any proposed changes will be consolidated and provided to the County by the tenth of each month, if changes are contemplated, for review and approval not less than 10 business days prior to implementation. If prices for multiple items are requested for an increase, Contractor shall submit the items with initial pricing and requested change on a spreadsheet with columns for approval and denial of such change. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Contractor shall also, without direction from the County, advise the County of and implement any price decrease of stocked items.**
- 2.5.6 **Failure to reject any changes prior to implementation as provided above shall be deemed as express approval by County of such changes.**

**Due to the uncertain impact of tariffs referenced in <https://ustr.gov>, pricing of stocked items may be adjusted from time to time. Any changes will be provided to County for review and approval not less than ten (10) business days prior to implementation. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Failure to reject any changes prior to implementation as provide above shall be deemed express approval by County of such changes.**

**2.6 ON-LINE CATALOG DISCOUNT PRICING:**

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all 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.**

**2.8 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:

- 2.8.1 **Sales Dollars**
- 2.8.2 **Sales histories by manufacturer, item description, part number, quantity, NIGP codes**

**SERIAL 16154-RFP**

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. 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.

2.10 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 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.

2.10.3 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.

2.10.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.6.1 Contract Serial number

2.10.6.2 Contractor's name and address

2.10.6.3 Participating Public Agency's name and address

2.10.6.4 Participating Public Agency's purchase order number

2.10.6.5 A description of product(s) shipped, including item number(s), quantity(ies), 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.

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.

**SERIAL 16154-RFP**

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 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.

3.7.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon prompt 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 which becomes or is found to be defective during the term of this warranty.

3.7.2.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE

**SERIAL 16154-RFP**

TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE ACTION.

**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 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.~~

**SERIAL 16154-RFP**

~~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](mailto: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.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

**SERIAL 16154-RFP**

~~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 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 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.
- 2.4 Contractors shall 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 (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 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 County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 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. The letters shall be of such size that they are distinguishable from a reasonable distance.
- 5.9 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
  - Shirt/blouse
  - Vest
  - Cap

**SERIAL 16154-RFP**

- 5.10 **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.**
- 5.11 **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 Contract 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 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.**

**8.0 DELIVERY:**

- 8.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7<sup>th</sup>) calendar day after order is received.**
- 8.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 8.3 **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.**

8.4 **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.**

9.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

9.1 **Payment terms shall be calculated based on the date of a properly completed invoice.**

9.2 **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.**

9.3 **Invoices should contain all of the following information at a minimum:**

- **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 Contract**

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

9.5 **Invoices shall be e-mailed to: [FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV](mailto:FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV)**

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

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

**SERIAL 16154-RFP**

- 9.7 **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>).**
- 9.8 **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.**



SERIAL 16154-RFP

AMENDMENT No. 1  
To  
SERIAL 16154-RFP  
SERIAL #16154-RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND  
RELATED PRODUCTS AND SERVICES

Between

HD SUPPLY FACILITIES MAINTENANCE, LTD  
&  
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and HD SUPPLY FACILITIES MAINTENANCE, LTD ("Contractor") have entered into a Contract for the purchase of RELATED PRODUCTS AND SERVICES dated January 11, 2017 (Eff. 02/01/17) ("Agreement") County Contract No: 16154-RFP.

WHEREAS, County and HD SUPPLY FACILITIES MAINTENANCE, LTD have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amend the contract to include language in §2.1 and in Exhibit B, Scope of Work, §§ 2.5.5 and 2.5.6 to allow for consideration of price changes of stocked items consistent with such industry data at any time during the year in the event Contractor's cost of stocked items increases, including taxes, freight, raw materials, handling, or other costs.

Please see below for the revisions:

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration, except as allowed for in Exhibit B, Scope of Work, §§ 2.5.5 and 2.5.6. 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.

In EXHIBIT B, SCOPE OF WORK

- 2.5.5 Notwithstanding the foregoing, including Section 2.5.2 above, in the event Contractor's cost of stocked items increases, including taxes, freight, raw materials, handling, or other costs, and Contractor provides written evidence of industry data indicating such cost increases, Contractor may increase pricing of stocked items consistent with such industry data at any time during the year. Any proposed changes will be consolidated and provided to the County by the tenth of each month, if changes are contemplated, for review and approval not less than 10 business days prior to implementation. If prices for multiple items are requested for an increase, Contractor shall submit the items with initial pricing and requested change on a spreadsheet with columns for approval and denial of such change. Any changes rejected by County in writing prior to implementation shall not be implemented, and Contractor shall have the option to make such stocked items unavailable. Contractor shall also, without direction from the County, advise the County of and implement any price decrease of stocked items.
- 2.5.6 Failure to reject any changes prior to implementation as provided above shall be deemed as express approval by County of such changes.

SERIAL 16154-RFP

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

Provided by **HD SUPPLY FACILITIES MAINTENANCE, LTD**

Robert Reifsteck

Authorized Signature

Robert Reifsteck

Regional Vice President, Government Housing

Printed Name and Title

3400 Cumberland Blvd SE, Atlanta, GA, 30339

Address

1/5/2022 | 8:31:53 AM EST

Date

MARICOPA COUNTY:

Ken Tye

Chief Procurement Officer

JAN 7, 2022

Date

**SERIAL 16154-RFP**

**HD SUPPLY FACILITIES MAINTENANCE LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058**

PRICING SHEET: NIGP CODE 45041

Terms: **2% 10 DAY NET 30 DAYS**

Vendor Number: VC0000004973

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2021 2026.**



MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS  
Executive Summary

**Lead Agency:** Maricopa County, AZ

**Solicitation:** 16154-RFP

**RFP Issued:** August 4, 2016

**Pre-Proposal Date:** September 1, 2016

**Response Due Date:** September 22, 2016

**Proposals Received:** #5

**Awarded to: HD Supply Facilities Maintenance, Ltd., Contract #16154-RFP**

Maricopa County Office of Procurement Services issued RFP #16154-RFP on August 4, 2016, to establish a national cooperative contract for Maintenance, Repair, Operating, Industrial Supplies and Related Products.

The solicitation included cooperative purchasing in Section 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").*

And Section 1.0 Introduction, Background and Intent – 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.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The Honolulu Star, HI
- Daily Journal of Commerce, OR
- ONVIA
- Merx.com
- U.S. Communities - Website

On September 22, 2016 proposals were received from the following offerors:

- Applied Industrial Technologies
- HD Supply Facilities Maintenance, Ltd.
- Interline Brands dba as Supply Works
- Camfil USA Inc
- Home Depot USA Inc.

One (1) proposal was deemed non-responsive and four (4) proposals were deemed responsive: Applied Industrial Technologies, HD Supply Facilities Maintenance Ltd, Interline Brands DBA as Supply Works, and Home Depot USA Inc.

Upon evaluation, the committee elected to award the four responsive proposals: Applied Industrial Technologies, HD Supply Facilities Maintenance Ltd, Interline Brands DBA as Supply Works, and Home Depot USA Inc. for maintenance, repair, operating supplies, industrial supplies and related products and services.

Contract includes:

HD Supply Facilities Maintenance, Ltd. providing quality products and services. Solution benefits include:

- Access to over 70,000 Maintenance, Repair, and Operating Supplies across 22 major product categories
- Free next day delivery to 95% of the continental US, on stocked items
- Services: Renovation and Installation, Fabrication and Customer Maintenance Training

Term:

Contract period from February 1, 2017 through December 31, 2021 with the option to renew to a maximum of five (5) additional years, through December 31, 2026.

Pricing/Discount: Discount off catalog.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/hd-supply>

**Seattle.gov**  
Mayor Edward B. Murray

# 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 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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](#)

[1](#)

[2](#)

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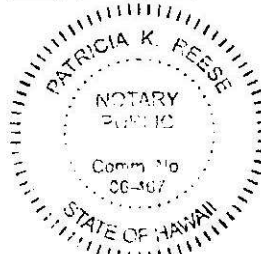
# AFFIDAVIT OF PUBLICATION

IN THE MATTER OF  
Solicitation 16154- RFP

STATE OF HAWAII

} SS.

City and County of Honolulu

Doc. Date:	AUG 1 8 2016	# Pages:	1
Notary Name:	Patricia K. Reese	First Judicial	Circuit
Doc. Description:	Affidavit of Publication		
Notary Signature			
Date			

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:

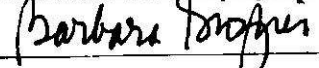
Hawaii Tribune-Herald 7 times on:

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 15<sup>th</sup> day of August A.D. 20 16

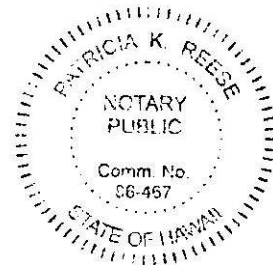
Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii

My commission expires: Oct 07, 2018

Ad # 0000901960

## 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.asp>  
pt.  
(HTH901960 8/8, 8/9, 8/10, 8/11, 8/12, 8/13, 8/14/16)



SP.NO.: L.N.



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

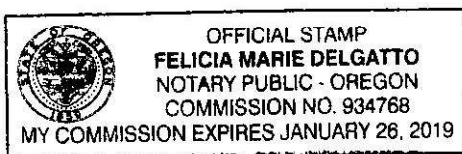
SIGNED OR ATTESTED BEFORE ME  
ON THE 22nd DAY OF August, 2016

*Michelle Ropp*

Michelle Ropp

*Felicia Marie Delgatto*

Notary Public-State of Oregon



**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	<a href="mailto:mpelfrey@uscommunities.org">mpelfrey@uscommunities.org</a>
Website URL	<a href="http://www.uscommunities.org">http://www.uscommunities.org</a>

< Back

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  
Alexiis 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>

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Melissa Miksch, Onvia

Account Manager: [E-Commerce Dept](#) (800) 531-6860  
[ [Help & Support](#) ]

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

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#### 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 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



Melissa Miksch, Onvia

Account Manager: [E-Commerce Dept](#) (800) 531-6860  
[ [Help & Support](#) ]

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](mailto:Sdahle@mail.maricopa.gov)

## Project Documents:

<a href="#">DM74_17_7_16154-Attachment A P...</a>	Compliance, Forms, & Other
<a href="#">DM74_17_8_16154-Attachment A-1...</a>	Compliance, Forms, & Other
<a href="#">DM74_17_5_Packet_for_Bid_16154...</a>	Specifications
<a href="#">DM74_17_6_16154-Solicitation.d...</a>	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](mailto: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>





Melissa Miksch, Onvia

Account Manager: [E-Commerce Dept](#) (800) 531-6860  
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Most Recent Awards: Maricopa County


**AWARD TITLE: PALLET JACKS**  
VENDOR: RAYMOND HANDLING SOLUTIONS, IN...

AWARD DATE:	AWARD VALUE:
07/22/16	N/A




**AWARD TITLE: OVERHEAD DOOR MAINTENA...**  
VENDOR: D. H. PACE CO., INC.

AWARD DATE:	AWARD VALUE:
06/23/16	N/A



**AWARD TITLE: WEATHERIZATION SERVICE...**  
VENDOR: FSL HOME IMPROVEMENTS INC

AWARD DATE:	AWARD VALUE:
06/14/16	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 b made available through the U.S. Communities cooperative purchasing program.

## Solutions

BY SUPPLIER ( [show all ->](#) )

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

## Main Menu

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- Resources
- Solutions
- Contact Us
- Shop
- Education Purchasing
- Government Purchasing
- Nonprofit
- Housing Authorities
- Go Green Program
- Innovation Exchange

## Tractors, Mowing Equipment, Implements, and Parts and Services

### Lead Agency:

Cobb County, GA



Pre-Proposal Meeting: January 12, 2017  
Responses due: January 26, 2017

### RFP Documents:

[RFP 176221](#)

## Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	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

### Lead Agency:

Maricopa County, AZ



Q&A Period Ends: December 8, 2016  
Responses due: December 22, 2016

### RFP Documents:

[RFP 170009](#)  
[RFP 170009 Addendum 1](#)

## Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	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

### Lead Agency:

### 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 Solicitations	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



Mandatory Pre-Proposal Conference: September 1, 2016

Responses due: September 22, 2016

### RFP Documents:

[RFP 16154](#)

[RFP 16154 Addendum 1](#)

## Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	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 Solicitations	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