

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: Applied Industrial Technologies, Inc., 3855 Business Park Drive Columbus, OH 43204	DATE ISSUED: 10/26/2017
	CONTRACT NO: 17-315-R
	CONTRACT TITLE: Hoses, Fittings, and other MRO supplies

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on December 31, 2021

This contract may be renewed for additional six months on month-to-month basis after the expiration date listed above.

The contract documents consist of the terms and conditions of Arlington County Agreement No 17-315-R, including any exhibits, attached or amendments thereto.

ATTACHMENTS:

1. ARLINGTON COUNTY AGREEMENT NO. 17-315-R
2. MARICOPA COUNTY, ARIZONA CONTRACT NO. 16154-RFP

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Daniel King	TELEPHONE NO.: 216-426-4400
	EMAIL ADDRESS: dking@applied.com
COUNTY CONTACT: Ordale Sterling	TELEPHONE NO.: 571-358-5346
	EMAIL ADDRESS: Osterling@arlingtonva.us

CONTRACT AUTHORIZATION

Igor Scherbakov
Procurement Officer

DISTRIBUTION

VENDOR:	1
BID FOLDER:	1



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 17-315-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Applied Industrial Technologies, Inc., 3855 Business Park Drive, Columbus, OH 43204 ("Contractor"), an Ohio corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (Maricopa County, Arizona Contract No. 16154-RFP and Addendum #1), (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Maricopa County, Arizona. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Maricopa County, Arizona.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than December 31, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Maricopa County, Arizona renews their agreement identified in Attachment A, the County may elect to renew this Agreement under the same contract unit prices on a month-to-month basis for a maximum of six (6) months after expiration ("Subsequent Contract Term"). However, if Maricopa County, Arizona does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of Maricopa County, Arizona's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A (Maricopa County, Arizona Contract No. 16154-RFP and Addendum #1).

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide hoses, fittings and a vast array of supplies and equipment necessary for maintenance and repair.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects to the extent of manufacturer's warranty. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The



Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. . No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing. CONTRACTOR PROVIDES NO OTHER WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE HEREBY EXCLUDED.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless

otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, directly caused, resulting from, arising out of, the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract. In no event shall the Contractor be liable for indirect, incidental, consequential, special or punitive damages.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of

the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:



TO THE CONTRACTOR:

Daniel King, Strategic Account Manager
Applied Industrial Technologies, Inc.
3855 Business Park Drive
Columbus, Ohio 43204

TO THE COUNTY:

Ordale Sterling, Project Officer/Warehouse Supervisor
Arlington County Water Pollution Control Bureau
3402 South Glebe Road
Arlington, Virginia 22202

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds to the extent of Contractor's negligence on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.



The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, directly resulting from any negligent action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the negligent acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.


Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

APPLIED INDUSTRIAL TECHNOLOGIES, INC.

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

FOR
NAME: MICHAEL E. BEVIS

NAME: Jason Vasquez

TITLE: PURCHASING AGENT

TITLE: Vice President

DATE: 10/27/2017

DATE: October 26, 2017

673-17-021-7-00



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Applied Industrial Technologies Inc., an Ohio corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

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

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee 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 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.
- 3.4 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.

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Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

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

3.7 TAX (COMMODITIES):

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

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

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

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

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

4.0 AVAILABILITY OF FUNDS:

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

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection

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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:

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

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. In no event shall Contractor be liable for indirect, incidental, special or consequential damages.

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.

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- 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.
- 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 to the extent of Contractor's negligence or omissions.
- 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, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.
- 6.2.11 **Errors and Omissions (Professional Liability) Insurance.**
- Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

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

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

6.2.13 Certificates of Insurance.

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

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.

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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)

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 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.
- 6.3.2 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.
- 6.3.3 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.
- 6.3.4 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 If services are provided through a third party, 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 to the extent of third party's warranty. 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 CONTRACTOR MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED.

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.

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

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

6.8 Background Check:

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

6.9 Suspension of Work

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

6.10 Stop Work Order

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

6.10.1 Cancel the stop-work order; or

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

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

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.12 TERMINATION FOR DEFAULT:

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

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

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.14 CONTRACTOR LICENSE REQUIREMENT:

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

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 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

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rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

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

6.17 ADDITIONS/DELETIONS OF SERVICE:

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

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

6.18 VALIDITY:

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

6.19 SEVERABILITY:

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

6.20 RIGHTS IN DATA:

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

6.21 NON-DISCRIMINATION:

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

6.22 ISRAEL BOYCOTT:

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.

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

- 6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

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

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

- 6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

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

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

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

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

6.27 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 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:

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.

6.33 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.

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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

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NOTICES:

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

For County:

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

For Contractor:
APPLIED INDUSTRIAL TECHNOLOGIES INC.
1 APPLIED PLAZA
CLEVELAND, OHIO 44115-2193
Attn: Dan King

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

CONTRACTOR



AUTHORIZED SIGNATURE

Kurt Loring, Vice President

PRINTED NAME AND TITLE

1 Applied Plaza, Cleveland, OH 44115

ADDRESS

December 21, 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

Jan 12, 2017

DATE

Maricopa County

Solicitation 16154-RFP

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

Bid Designation: Public

Maricopa County

Maricopa County

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

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

Addendum # 1

New Documents	16154-QUESTIONS AND ANSWERS 09-08-16.docx 16154-Solicitation Addendum 1 09-08-16.doc 16154 PRE-PROPOSAL SIGN IN 09-01-16.pdf
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Removed Documents	16154-Solicitation.doc
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Changes were made to the following items:

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

Description

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

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

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may 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

ATTACHMENT A
Maricopa County

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

Maricopa County

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

1.0 INTRODUCTION, BACKGROUND AND INTENT:

1.1 MASTER AGREEMENT

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

1.2 OBJECTIVES

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

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

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

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

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

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

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

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

1.4 **U.S. COMMUNITIES**

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

1.4.1 **National Sponsors**

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

1.4.2 **Advisory Board**

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

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

Current U.S. Communities Advisory Board Members

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

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

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

1.4.3 **Participating Public Agencies**

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

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

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

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

1.4.4 **Estimated Volume**

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

1.4.5 **Marketing Support**

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

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

1.4.6 Marketplace

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

1.4.7 Evaluation of Proposals

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

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

1.5 INTENT:

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

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

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

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

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

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

2.0 SCOPE OF WORK:

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

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

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

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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

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2.3.7.3 Budget management in keeping projects on budget

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

2.3.8 Service Providers (Labor):

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

2.3.8.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.3.8.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.3.8.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.3.8.4.1 National Employee Database

2.3.8.4.2 SSN Verification

2.3.8.4.3 National Criminal Database Check

2.3.8.4.4 Two County Search

2.3.8.4.5 Sex Offender Search

2.3.8.4.6 Annual Review (National Criminal Database)

2.3.8.4.7 Two (2) Year Complete Re-Screen and Renewal

2.3.8.4.8 Financial Background

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

2.4 PRODUCT CATEGORIES:

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

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

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

2.4.1 CATEGORY 1: APPLIANCES

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

2.4.2 CATEGORY 2: BUILDING MATERIALS

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

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- 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.

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2.4.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS

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

2.4.15 CATEGORY 15: HOSPITALITY

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

2.4.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

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

2.4.17 CATEGORY 17: MISCELLANEOUS

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

2.4.18 CATEGORY 18: IN STORE SERVICES

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

2.4.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

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

2.5 PRODUCT ORDERING:

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

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

Internet
Will Call (Phone or FAX order)
POS (Point-of-sale)

2.6 PRODUCT PRICING:

2.6.1 Retail:

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

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2.6.2 Wholesale:

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

2.7 REBATE ON SALES:

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

2.8 ON-LINE CATALOG DISCOUNT PRICING:

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

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

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

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

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

2.10 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.11 SALES REPORTING:

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

2.11.1 Sales Dollars

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

2.11.3 Procurement card (MasterCard or Visa brand)

2.12 BRAND NAMES:

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

2.13 TAX: (SERVICES)

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

2.14 TAX: (COMMODITIES)

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

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2.15 DELIVERY, FREIGHT REQUIREMENTS:

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

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

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

3.2 OPERATING MANUALS (If required):

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

3.3 INSTALLATION: (If required):

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

3.4 ACCEPTANCE: (If required):

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

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

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

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

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

3.6 TRAINING:

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

3.7 WARRANTY:

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

3.8 MAINTENANCE: (If required):

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

3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

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

3.10 USAGE REPORT:

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

3.11 BACKGROUND CHECK:

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

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

3.12 INVOICES AND PAYMENTS:

3.12.1 Invoices are required to contain the following information:

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

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

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

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

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

3.13 APPLICABLE TAXES:

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

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

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

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3.14 TAX: (SERVICES)

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

3.15 TAX (COMMODITIES):

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

3.16 POST AWARD MEETING:

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

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:

4.1 DRAFT CONTRACT SEE EXHIBIT 3

5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

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

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

5.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: AUGUST 4, 2016

Pre-Proposal Conference: SEPTEMBER 1, 2016

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will **not** be responded to prior to the Pre-Proposal Conference or after the (2) business day (**DUE 9-6-16 5:00 PM**) deadline has elapsed. All questions shall be e-mailed to sdahle@mail.maricopa.gov. Answers shall be posted to www.bidsync.com as an addendum.

Proposals Opening Date: SEPTEMBER 22, 2016

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

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

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

Proposed selection and negotiation: NOVEMBER 28, 2016

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

Proposed award of Contract: JANUARY 12, 2017

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

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

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

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

5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS (ALL FLASH DRIVES SHALL BE LABELED WITH PROPOSERS NAME AND RFP NUMBER):
A SEPARATE PROPOSAL IS REQUIRED FOR EACH AREA YOU ARE PROPOSING FOR (RETAIL AND WHOLESALE).

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

5.3.1 Two (2) original hardcopy of all proposal documents.

5.3.2 Two (2) flash drive providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.

5.3.2.1 **Two flash drives with store sku/product listing and wholesale catalog in effective on September 22, 2016 and Environmental Product listing.**

5.3.3 Six (6) flash drives providing the entire proposal in PDF format only.

5.3.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

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

SERIAL 16154- RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

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

5.4 EXCEPTIONS TO THE SOLICITATION:

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The Respondent shall identify and list all exceptions taken to all sections of 16154-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 16154-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 16154-RFP," shall be considered invalid and void and of no contractual significance.**

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

5.5 GENERAL CONTENT:

5.5.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

5.5.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.6 FORMAT AND CONTENT:

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

5.6.1 Table of Contents

5.6.2 Letter of Transmittal (Exhibit 2)

5.6.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

5.6.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

5.6.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

5.6.6 Proposal exceptions

5.6.7 Redlined Contract (Exhibit 3 based on exceptions in section 5.6.6)

5.6.8 Attachment A (Pricing)

5.6.9 Attachment A-1, Pricing Analysis Workbook

5.6.10 Attachment B (Agreement Page)

5.6.11 Attachment C (References products)

5.6.12 Attachment C-1 (References Services)

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- 5.6.13 Attachment D RETAIL STORES AND WAREHOUSE LOCATIONS
- 5.6.14 Attachment E SUPPLIER WORKSHEET
- 5.6.15 Attachment E SUPPLIER INFORMATION
- 5.6.16 Exhibit 7 U.S. COMMUNITIES ADMINISTRATION AGREEMENT,
signed, unaltered

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

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

- 5.7.1 Firms Qualifications (Including responses to the U.S. Communities Attachment E and Exhibit 7)
- 5.7.2 Product lines and service proposed
- 5.7.3 Price

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

ATTACHMENT A

PRICING

SEE EXCEL FILE 16154-ATTACHMENT A PRICING

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ATTACHMENT A-1

PRICING ANALYSIS WORKBOOK

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

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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

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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: _____

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ATTACHMENT C-1 SERVICES

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

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4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

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

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

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

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ATTACHMENT D

RETAIL STORES AND WAREHOUSE LOCATIONS

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

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

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ATTACHMENT E
U.S. COMMUNITIES INFORMATION AND REQUIREMENTS

SUPPLIER QUALIFICATIONS COMMITMENTS

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

SUPPLIER WORKSHEET

NEW SUPPLIER IMPLEMENTATION CHECKLIST

SUPPLIER INFORMATION

SUPPLIER QUALIFICATIONS COMMITMENTS

1.0 SUPPLIERS

1.1 Commitments

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

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

1.2 **Corporate Commitment.**

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

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1.3 **Pricing Commitment.**

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

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

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- 1.3.6.3 Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- 1.3.7 Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
- 1.3.7.1 A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- 1.3.7.2 A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- 1.3.7.3 A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- 1.3.8 Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- 1.3.9 Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- 1.3.10 Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, 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.

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.

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SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____

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

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

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

 - E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

 - F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

 - G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____

 - H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

 - I. Will your company commit to the following program implementation schedule?
YES____ NO____

 - J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____
-

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

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

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

SUPPLIER INFORMATION

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

National Commitments

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

Company

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

Example:

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

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

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

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

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

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company’s ten largest public agency customers.

Distribution

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

Marketing

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

National Staffing Plan

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

Products

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

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

Services

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

Quality

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

Administration

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

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

Environmental

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

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

Financial Statements

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

Additional Information

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

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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

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EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

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

Re: RFP Number – 16154-RFP

To Whom It May Concern:

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

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

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

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EXHIBIT 3

DRAFT CONTRACT

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT

EXHIBIT 5

MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE:

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

2.0 RESPONSE TIMES:

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

3.0 TRIP CHARGE:

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

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

4.0 CONTRACTOR REQUIREMENTS:

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

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- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
- 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.
- 5.0 BUILDING SECURITY (KEYS):
- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
- 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.
- 6.0 SALVAGE:
- Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.
- 7.0 INVOICES AND PAYMENTS:
- Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is

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

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

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

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

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

EXHIBIT 6

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

EXHIBIT 7

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

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1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or 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.

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(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(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,

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-

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compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases

made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling

in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

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6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier: _____

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements,

whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

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ATTACHMENT A

MASTER AGREEMENT

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

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ATTACHMENT B

SALES 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												

EXHIBIT 8

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hilo
Account Type: HI Counties, Cities, Colleges	Holualoa
Hawaii County	Honaunau
Honolulu County	Honokaa
Kauai County	Honolulu
Maui County	Honomu
Kalawao County	Hoolehua
Aiea	Kaaawa
Anahola	Kahuku
Barbers Point N A S	Kahului
Camp H M Smith	Kailua
Captain Cook	Kailua Kona
Eleele	Kalaheo
Ewa Beach	Kalaupapa
Fort Shafter	Kamuela
Haiku	Kaneohe
Hakalau	Kapaa
Haleiwa	Kapaau
Hana	Kapolei
Hanalei	Kaumakani
Hanamaulu	Kaunakakai
Hanapepe	Kawela Bay
Hauula	Keaau
Hawaii National Park	Kealakekua
Hawaiian Ocean View	Kealia
Hawi	Keauhou
Hickam AFB	Kekaha
	Kihei
	Kilauea
	Koloa

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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	

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
HANAHAU`OLI SCHOOL
KIHEI CHARTER SCHOOL
EMMANUAL 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
ALOHOLIC REHABILITATION SVS OF HI
INC DBA HINA MAUKA
ASSOSIATION 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

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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 AOAO
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

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Bethel School District #52	BANKS SCHOOL DISTRICT
Ppmc Education Committee	WILLAMETTE EDUCATION SERVICE DISTRICT
Stayton Christian School	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
South Columbia Family School	HARNEY EDUCATION SERVICE DISTRICT
Sunrise Preschool	GREATER ALBANY PUBLIC SCHOOL DISTRICT
St. Therese Parish/School	LAKE OSWEGO SCHOOL DISTRICT 7J
Portland YouthBuilders	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
Wallowa County ESD	SILVER FALLS SCHOOL DISTRICT
Fern Ridge School District 28J	St Helens School District
Knova Learning	DAYTON SCHOOL DISTRICT NO.8
New Horizon Christian School	Amity School District 4-J
MOLALLA RIVER ACADEMY	SCAPPOOSE SCHOOL DISTRICT 1J
HIGH DESERT EDUCATION SERVICE DISTRICT	REEDSPORT SCHOOL DISTRICT
SOUTHWEST CHARTER SCHOOL	FOREST GROVE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL	DAVID DOUGLAS SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON	LOWELL SCHOOL DISTRICT NO.71
NEAH-KAH-NIE DISTRICT NO.56	TIGARD-TUALATIN SCHOOL DISTRICT
INTER MOUNTAIN ESD	SHERWOOD SCHOOL DISTRICT 88J
STANFIELD SCHOOL DISTRICT	RAINIER SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT	NORTH CLACKAMAS SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT	MONROE SCHOOL DISTRICT NO.1J
DUFUR SCHOOL DISTRICT NO.29	CHILDPEACE MONTESSORI
hillsboro school district	HEAD START OF LANE COUNTY
GASTON SCHOOL DISTRICT 511J	HARNEY COUNTY SCHOOL DIST. NO.3
BEAVERTON SCHOOL DISTRICT	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
COUNTY OF YAMHILL SCHOOL DISTRICT 29	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
WILLAMINA SCHOOL DISTRICT	LEBANON COMMUNITY SCHOOLS NO.9
MCMINNVILLE SCHOOL DISTRICT NO.40	MT.SCOTT LEARNING CENTERS
Sheridan School District 48J	SEVEN PEAKS SCHOOL
THE CATLIN GABEL SCHOOL	DE LA SALLE N CATHOLIC HS
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	MULTISENSORY LEARNING ACADEMY
CENTRAL CATHOLIC HIGH SCHOOL	MITCH CHARTER SCHOOL
CANYONVILLE CHRISTIAN ACADEMY	REALMS CHARTER SCHOOL
OUR LADY OF THE LAKE SCHOOL	BAKER SCHOOL DISTRICT 5-J
NYSSA SCHOOL DISTRICT NO. 26	PHILOMATH SCHOOL DISTRICT
ARLINGTON SCHOOL DISTRICT NO. 3	CLACKAMAS EDUCATION SERVICE DISTRICT
LIVINGSTONE ADVENTIST ACADEMY	
Santiam Canyon SD 129J	
WEST HILLS COMMUNITY CHURCH	

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CANBY SCHOOL DISTRICT	CULVER SCHOOL DISTRICT NO.
OREGON TRAIL SCHOOL DISTRICT NO.46	JEFFERSON COUNTY SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT	509-J
MOLALLA RIVER SCHOOL DISTRICT NO.35	GRANTS PASS SCHOOL DISTRICT 7
ESTACADA SCHOOL DISTRICT NO.108	LOST RIVER JR/SR HIGH SCHOOL
GLADSTONE SCHOOL DISTRICT	KLAMATH FALLS CITY SCHOOLS
ASTORIA SCHOOL DISTRICT 1C	LANE COUNTY SCHOOL DISTRICT 4J
SEASIDE SCHOOL DISTRICT 10	SPRINGFIELD SCHOOL DISTRICT NO.19
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	CRESWELL SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J	SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH COAST EDUCATION SERVICE DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
COOS BAY SCHOOL DISTRICT NO.9	SIUSLAW SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
NORTH BEND SCHOOL DISTRICT 13	LINN CO. SCHOOL DIST. 95C - SCIO SD
COQUILLE SCHOOL DISTRICT 8	ONTARIO MIDDLE SCHOOL
MYRTLE POINT SCHOOL DISTRICT NO.41	GERVAIS SCHOOL DIST. #1
BANDON SCHOOL DISTRICT	NORTH SANTIAM SCHOOL DISTRICT 29J
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	JEFFERSON SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT	SALEM-KEIZER PUBLIC SCHOOLS
DESCHUTES COUNTY SD NO.6 - SISTERS SD	MT. ANGEL SCHOOL DISTRICT NO.91
DOUGLAS EDUCATION SERVICE DISTRICT	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
ROSEBURG PUBLIC SCHOOLS	MORROW COUNTY SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12	MULTNOMAH EDUCATION SERVICE DISTRICT
SOUTH UMPQUA SCHOOL DISTRICT #19	GRESHAM-BARLOW SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	DALLAS SCHOOL DISTRICT NO. 2
ELKTON SCHOOL DISTRICT NO.34	CENTRAL SCHOOL DISTRICT 13J
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Mary Catholic School
HOOD RIVER COUNTY SCHOOL DISTRICT	CROSSROADS CHRISTIAN SCHOOL
PHOENIX-TALENT SCHOOL DISTRICT NO.4	ST. ANTHONY SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6	Pedee School
JACKSON CO SCHOOL DIST NO.9	HERITAGE CHRISTIAN SCHOOL
ROGUE RIVER SCHOOL DISTRICT NO.35	BEND-LA PINE SCHOOL DISTRICT
MEDFORD SCHOOL DISTRICT 549C	GLENDAL 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

McKay High School	CENTRAL CURRY SCHL DIST#1
Pine Eagle Charter School	BNAI BRITH CAMP
Waldo Middle School	OREGON FOOD BANK
OAKLAND SCHOOL DISTRICT 001	HOSANNA CHRISTIAN SCHL
hermiston school district	ABIQUA SCHL
Clear Creek Middle School	Salem keizar school district
Marist High School	Athena Weston School District 29RJ
Victory Academy	Butte Falls School District
Vale School District No. 84	Bend International School
St. Mary School	Imbler School District #11
Junction City High School	monument school
Three Rivers School District	PENDLETON SCHOOL DISTRICT #16R
Fern Ridge School District	Ohara Catholic School
JESUIT HIGH SCHL EXEC OFC	Reynolds High School
LASALLE HIGH SCHOOL	St. Paul School District
Southwest Christian School	Sabin-Schellenberg Technical Center
Willamette Christian School	St Paul Parish School
Westside Christian High School	Joseph School District
CS LEWIS ACADEMY	EagleRidge High School
Portland America School	Grant Community School
Forest Hills Lutheran School	Hope chinese charter
Mosier Community School	Northwest Academy
Koreducators Lep High	Sunny Wolf Charter School
Warrenton Hammond School District	MCKENZIE SCHOOL DISTRICT 068
Sutherlin School District	L'Etoiile French Immersion School
Malheur Elementary School District	LA GRANDE SCHOOL DISTRICT 001
Ontario School District	Marist Catholic High School
Parkrose School District 3	Springfield Public Schools
Riverdale School District 51J	Elgin school dist.
Tillamook School District	PLEASANT HILL SCH DIST #1
Madeleine School	Ukiah School District 80R
Union School District	Lake Oswego Montessori School
Helix School District	North Powder Charter School
Riddle School District	Siletz Valley School
Molalla River School District	French American School
Corvallis School District 509J	Mastery Learning Institute
Falls City School District #57	North Lake School District 14
Portland Christian Schools	Early College High School
LUCKIAMUTE VALLEY CHARTER SCHOOLS	GILLIAM COUNTY OREGON
Deer Creek Elementary School	UMATILLA COUNTY, OREGON
Yamhill Carlton School District	DOUGLAS ELECTRIC COOPERATIVE, INC.
HARRISBURG SCHL DIST	MULTNOMAH LAW LIBRARY
	clackamas county

Maricopa County

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CLATSOP COUNTY	Multnomah County Dept of County
COLUMBIA COUNTY, OREGON	Assets
coos county	Wheeler County
CROOK COUNTY ROAD DEPARTMENT	Resource Connections of Oregon
CURRY COUNTY OREGON	Lane County Sheriff's Office
DESCHUTES COUNTY	Clatsop County Sheriff's Office
GILLIAM COUNTY	Harney County Community Corrections
GRANT COUNTY, OREGON	Clackamas County Juvenile Dept
HARNEY COUNTY SHERIFFS OFFICE	Columbia Basin Care Facility
HOOD RIVER COUNTY	City of Seaside Police Department
jackson county	Tamarack Aquatic Center
josephine county	Seven Feathers Casino
klamath county	Oliver P Lent PTA
LANE COUNTY	Willamette Valley Rehab Center
LINN COUNTY	St Paul Baptist Church
MARION COUNTY , SALEM, OREGON	Long Tom Watershed Council
MULTNOMAH COUNTY	San Martin Deporres Catholic Church
SHERMAN COUNTY	Portland Parks Foundation
WASCO COUNTY	Sweet Home United Methodist Church
YAMHILL COUNTY	Cedar Hills Baptist Church
WALLOWA COUNTY	Good Samaritan Ministries
ASSOCIATION OF OREGON COUNTIES	Unitarian Universalist Church in Eugene
NAMI LANE COUNTY	Emmanuel Bible Church
BENTON COUNTY	La Pine Chamber of Commerce
DOUGLAS COUNTY	Klamath Siskiyou Wildlands Center
JEFFERSON COUNTY	Farmworkers Housing Development
LAKE COUNTY	Corporation
LINCOLN COUNTY	World Forestry Center
POLK COUNTY	Oregon Farm Bureau
UNION COUNTY	Mt Emily Safe Center
WASHINGTON COUNTY	Salem First Presbyterian Church
MORROW COUNTY	Rolling Hills Baptist Church
Mckenzie Personnel Services	Baker Elks
Washington County Facilities & Park Services	Gates Community Church of Christ
Multnomah County Department of Community Justice	PIP Corps LLC
NORCOR Juvenile Detention	Turtle Ridge Wildlife Center
Tillamook County Estuary Job Council	Grande Ronde Model Watershed Foundation
BAKER CNTY GOVT	Western Environmental Law Center
TILLAMOOK CNTY	Oregon District 7 Little League Mercy Flights, Inc. Metropolitan Contractor Improvement Partnership

Maricopa County

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The Christian Church of Hillsboro Oregonb Congregation Neveh Shalom My Fathers House Step Forward Activities Inc	ALZHEIMERS NETWORK OF OREGON NATIONAL WILD TURKEY FEDERATION TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORCS NW Independent Development Enterprise Alliance
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	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

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The Blosser Center for Dyslexia Resources	GEN CONF OF SDA CHURCH WESTERN OR
MOSAIC CHURCH	PORTLAND ADVENTIST ACADEMY
HOUSING AUTHORITY OF LINCOLN COUNTY	ST VINCENT DE PAUL OUTSIDE IN
RENEWABLE NORTHWEST PROJECT	UNITED CEREBRAL PALSY OF OR AND SW WA
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	WILLAMETTE VIEW INC.
CONSERVATION BIOLOGY INSTITUTE	PORTLAND HABILITATION CENTER, INC.
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
BLACHLY LANE ELECTRIC COOPERATIVE	ROSE VILLA, INC.
MORNING STAR MISSIONARY BAPTIST CHURCH	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
NORTHWEST FOOD PROCESSORS ASSOCIATION	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	ROGUE FEDERAL CREDIT UNION
OREGON EDUCATION ASSOCIATION	Oregon Research Institute
HEARING AND SPEECH INSTITUTE INC	WILLAMETTE LUTHERAN HOMES, INC
SALEM ELECTRIC	LANE MEMORIAL BLOOD BANK
MORRISON CHILD AND FAMILY SERVICES	PORTLAND JEWISH ACADEMY
JUNIOR ACHIEVEMENT	LANECO FEDERAL CREDIT UNION
CENTRAL BIBLE CHURCH	GRANT PARK CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	ST. MARYS OF MEDFORD, INC.
TRILLIUM FAMILY SERVICES, INC.	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
YWCA SALEM	FAITHFUL SAVIOR MINISTRIES
PORTLAND ART MUSEUM	OREGON CITY CHURCH OF THE NAZARENE
SAINT JAMES CATHOLIC CHURCH	OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST
SOUTHERN OREGON HUMANE SOCIETY	COMMUNITY ACTION TEAM, INC.
VOLUNTEERS OF AMERICA OREGON	EUGENE SYMPHONY ASSOCIATION, INC.
CENTRAL DOUGLAS COUNTY FAMILY YMCA	STAR OF HOPE ACTIVITY CENTER INC.
METROPOLITAN FAMILY SERVICE	SPARC ENTERPRISES
OREGON MUSUEM OF SCIENCE AND INDUSTRY	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
FIRST UNITARIAN CHURCH	SALEM ALLIANCE CHURCH
ST. ANTHONY CHURCH	Lane Council of Governments
Good Shepherd Medical Center	FORD FAMILY FOUNDATION
Salem Academy	TRAILS CLUB
	NEWBERG FRIENDS CHURCH

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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

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IRCO	THE EARLY EDUCATION PROGRAM, INC.
NORTHWEST YOUTH CORPS	MACDONALD CENTER
TILLAMOOK CNTY WOMENS CRISIS CENTER	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SECURITY FIRST CHILD DEVELOPMENT CENTER	SELF ENHANCEMENT INC.
CLASSROOM LAW PROJECT	FRIENDS OF THE CHILDREN
YOUTH GUIDANCE ASSOC.	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	COMMUNITY VETERINARY CENTER
ELMIRA CHURCH OF CHRIST	PORTLAND SCHOOLS FOUNDATION
JASPER MOUNTAIN	SUSTAINABLE NORTHWEST
ACUMENTRA HEALTH	OREGON DEATH WITH DIGNITY
WORKSYSTEMS INC	BIRCH COMMUNITY SERVICES, INC.
COVENANT CHRISTIAN HOOD RIVER	BAY AREA FIRST STEP, INC.
OREGON DONOR PROGRAM	OSLC COMMUNITY PROGRAMS
NAMI OREGON	EN AVANT, INC.
OLIVET BAPTIST CHURCH	ASHLAND COMMUNITY HOSPITAL
SILVERTON AREA COMMUNITY AID	NORTHWEST ENERGY EFFICIENCY ALLIANCE
CONFEDERATED TRIBES OF GRAND RONDE	BONNEVILLE ENVIRONMENTAL FOUNDATION
NEIGHBORIMPACT	SUMMIT VIEW COVENANT CHURCH
CATHOLIC COMMUNITY SERVICES	SALMON-SAFE INC.
NEW AVENUES FOR YOUTH INC	BETHEL CHURCH OF GOD
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
DECISION SCIENCE RESEARCH INSTITUTE, INC.	SAINT ANDREW NATIVITY SCHOOL
WESTERN STATES CENTER	BARLOW YOUTH FOOTBALL
HIV ALLIANCE, INC	SPOTLIGHT THEATRE OF PLEASANT HILL
PARTNERSHIPS IN COMMUNITY LIVING, INC.	FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.	TOUCHSTONE PARENT ORGANIZATION
BLIND ENTERPRISES OF OREGON	CANCER CARE RESOURCES
OREGON BALLET THEATRE	CASCADIA REGION GREEN BUILDING COUNCIL
SMART	SHERMAN DEVELOPMENT LEAGUE, INC.
All God's Children International	SCIENCEWORKS
FARMWORKER HOUSING DEV CORP	WORD OF LIFE COMMUNITY CHURCH
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	SOCIAL VENTURE PARTNERS PORTLAND
REGIONAL ARTS AND CULTURE COUNCIL	OREGON PROGRESS FORUM
	CENTER FOR RESEARCH TO PRACTICE
	WESTERN RIVERS CONSERVANCY

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UNITED WAY OF THE COLUMBIA	Lincoln City Chamber of Commerce
WILLAMETTE	DrupalCon Inc., DBA Drupal Association
EUGENE BALLET COMPANY	Albany Partnership for Housing and Community Development
EAST WEST MINISTRIES INTERNATIONAL	SEED OF FAITH MINISTRIES
SISKIYOU INITIATIVE	Hermiston Christian Center & School
EDUCATIONAL POLICY IMPROVEMENT CENTER	SALEM FREE CLINICS
North Pacific District of Foursquare Churches	Dress for Success Oregon
CATHOLIC CHARITIES	Beaverton Rock Creek Foursquare Church
FIRST CHURCH OF THE NAZARENE	St Paul Catholic Church
WESTSIDE BAPTIST CHURCH	St Mary's Catholic School and Parish
Housing Development Center	Polk Soil and Water Conservation District
Hoodview Christian Church	Street Ministry
Little Promises Children's Program	La Grande Church of the Nazarene
UNION GOSPEL MISSION	Spruce Villa, Inc.
GRACE BAPTIST CHURCH	OREGON SCHOOL BOARDS ASSOCIATION
COMMUNITY ACTION ORGANIZATION	House of Prayer for All Nations
OUTSIDE IN	Sacred Heart Catholic Church
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	African American Health Coaliton, Inc.
ELAW	Happy Canyon Company
COMMUNITY HEALTH CENTER, INC	Village Home Education Resource Center
Greater Portland INC	Monet's Children's Circle
Eugene Builders Exchange	Cascade Housing Association
Boys & Girls Club of Corvallis	Dayspring Fellowship
Southeast Uplift Neighborhood Coalition	Northwest Habitat Institute
First United Presbyterian Church	Winding Waters Medical Clinic
PDX Wildlife	First Baptist Church
Friends of the Opera House	The Nature Conservancy, Willamette Valley Field Office
Jackson-Josephine 4-C Council	Serenity Lane Health Services
North Coast Family Fellowship	Portland Community Reinvestment Initiatives, Inc.
P E C I	GeerCrest Farm & Historical Society
Childswork Learning Center	College United Methodist Church
Portland Schools Alliance	The Collins Foundation
New Artists Performing Arts Productions, Inc.	Prince of Peace Lutheran Church & School
Relief Nursery	NEDCO
St. Mary's Episcopal Church	Salem Evangelical Church
Viking Sal Senior Center	
Boys and Girls Club of the rogue valley	

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Wild Lilac Child Development Community	St Michaels Episcopal Church
Daystar Education, Inc.	Saint Johns Catholich Church
Oregon Social Learning Center	Access Inc
Pain Society of Oregon	Community Learning Center
environmental law alliance worldwide	Old Mill Center for Children and Families
Community in Action	Sunny Oaks Inc
Safe Harbors	Hospice Center Bend La Pine
FIRST CHRISTIAN CHURCH	Westside Foursquare Church
Pacific Classical Ballet	Relief Nursery Inc
Depaul Industries	Morning Star Community Church
African American Health Coalition	MULTNOMAH DEFENDERS INC
Jesus Prayer Book	Providence Health System
Coalition Of Community Health	Holy Trinity Catholic Church
River Network	Holy Redeemer Catholic Church
CCI Enterprises Inc	Alliance Bible Church
Oregon Nurses Association	CARE OREGON
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	Mid Columbia Childrens Council
Mount Angel Abbey	HUMANE SOCIETY OF REDMOND
YMCA OF ASHLAND	Our Redeemer Lutheran Church
YMCA OF COLUMBIA-WILLAMETTE	Kbps Public Radio
ASSOCIATION SERVICES	Skyball Salem Keizer Youth Bas
Multnomah Law Library	Open Technology Center
Friends Of Tryon Creek State P	Grace Chapel
Ontrack Inc.	CHILDREN'S MUSEUM 2ND
Calvin Presbyterian Church	Solid Rock
HOLT INTL CHILD	West Chehalem Friends Church
St John The Baptist Catholic	Guide Dogs For The Blind
Portland Foursquare Church	Aldersgate Camps and Retreats
Portland Christian Center	St. Katherine's Catholic Church
Church Extension Plan	The Alliance NW of the Christian & Missionary Alliance
Occu Afghanistan Relief Effort	Bags of Love
EUGENE FAMILY YMCA	Grand View Baptist Church
Christ The King Parish and School	Green Electronics Council
Newberg Christian Church	Scottish Rite
First United Methodist Church	Western Wood Products Association
Zion Lutheran Church	THE NEXT DOOR
Southwest Bible Church	NATIONAL PSORIASIS FOUNDATION
Community Works Inc	NEW BEGINNINGS CHRISTIAN CENTER
Masonic Lodge Pearl 66	HIGHLAND UNITED CHURCH OF CHRIST
Molalla Nazarene Church	OREGON REPERTORY SINGERS
Transition Projects, Inc	HIGHLAND HAVEN

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FAIR SHARE RESEARCH AND EDUCATION
FUND

Oregon Satsang Society, Inc., A
chartered Affiliate of ECKANKAR , ECKA

First Baptist Church of Enterprise

The Canby Center

Instituto de Cultura y Arte In Xochitl In
Cuicatl

OSLC COMMUNITY PROGRAMS OCP

Oregon Nikkei Endowment

Eastern Oregon Alcoholism Foundation

Grantmakers for Education

The Spiral Gallery

The ALS Association Oregon and SW
Washington Chapter

Children's Relief Nursery

Home Builders

New Life Baptist Church

Florence United Methodist Church

World of Speed

SW Community Health Center

Energy Trust of Oregon

St. Vincent de Paul Church

Fr. Bernard Youth Center

Oregon Psychoanalytic Center

Store to Door

Depaul Industries

OUR LADY OF PERPETUAL HELP

CATHOLIC CHURCH ALBANY OREGON

SELCO Community Credit Union

North Coast Christian Church

Union County Economic Development
Corp.

Camelto Theatre Company

Camp Fire Columbia

TAKE III OUTREACH

Rolling Hills Community Church

Eugene Swim and Tennis Club

Summa Institute

Amani Center

Billy Webb Elks lodge #1050

Silverton Senior Center

Sandy Seventh-day Adventist Church

Muddy Creek Charter School

A FAMILY FOR EVERY CHILD

1000 FRIENDS OF OREGON

OREGON PEDIATRIC SOCIETY

NONPROFIT ASSOCIATION OF OREGON

LUKE DORF INC

FAMILY CARE INC

MEDICAL TEAMS INTL

Clean Slate Canine Rescue &
Rehabilitation

St. Martins Episcopal church

Food for Lane County

Clatsop Behavioral Healthcare

columbia gorge discovery center and
museum

NAMI of Washington County

The Dalles Art Association

Temple Beth Israel

Willamette Leadership

Academy/Pioneer Youth Corps Of
Oregon

Rose Haven

Dallas Church

OREGON STATE UNIVERSITY

BOOKSTORE INC

NORTH WILLAMETTE VALLEY HABITAT
FOR HUMANITY

FAIRFIELD BAPTIST CHURCH

Sexual Assault Support Services

Neskowin Valley School

RON WILSON CENTER FOR EFFECTIVE
LIVING INC

St. Joseph Shelter

The Inn Home for Boys, Inc.9138

MCKENZIEWATERSHED COUNCIL

MENNONITE HOME OF ALBANY INC

Oregon Technical Assistance
Corporation

Oregon And Southern Idaho Laborers
Employers Training School

New Life Fellowship Church of God

Gladstone Senior Center

Education Travel & Culture, Inc.

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Rural Development Initiatives	Southwestern Oregon Public Defender
Jason Lee Manor/UMRC	Services, Inc.
Jesus Pursuit Church	Albertina Kerr Centers
YMCA of Marion and Polk Counties	Dufur Christian Church
PacificSource Health	St. Matthew Catholic School
Faith Christian Fellowship	Serendipity Center Inc
Brookings Elks Lodge	CASA of Marion County
Tualatin Lacrosse Club	Westside Church of Christ Inc
	Northwest Family Services
Tillamook Seventh Day Adventist Church	Network Charter School
Oregon Jewish Community Foundation	Ride Connecton
East River Fellowship	Parenting Now!
Holy Family Academy	Christian Church of Woodburn
FIRST BAPTIST CHURCH OF EUGENE	Verde
Peace Lutheran Church	Native American Youth and Family
Living Word Christian Center	Center Early College Academy
Housing Authority of Douglas County	USO Northwest
Vietnamese Christian Community	Norkenzie Christian Church
Church	Little Flower Development Center
Friends for Animals	TLO Farms
Family Building Blocks	Evergreen Wings and Waves
Goodwill Industries of Lane and South	Ascension Episcopal Parish
Coast	Center for Family Development
Friends of Driftwood Library	West Salem Foursquare Church
Consumers Power Inc.	Good Samaritan Ministry
A. C. Gilbert's Discovery Village	Grace Lutheran Church of Molalla
First Lutheran Church of Astoria	HOPE LUTHERAN CHURCH
Fund For Christian Charity	Mount Pisgah Arboretum
Deer Meadow Assisted Living	Lower Columbia Estuary Partnership
Oregon Laborers-Employer	Mt Hood Hospice
Administrative Fund, LLC	Opportunity Foundation of central
Umpqua Basin Water Association	Oregon
Alpha Lambda House Corporation	Constructing Hope
Eugene Creative Care	Sprinkfield Elks #2145
	Abuse Recovery Ministry & Services
The Church of Christ of Latter Day Saints	Oasis Shelter Home
Cascade Height Public Charter School	Nehalem Bay House
PTA	p:ear
G.O.B.H.I	Health Share of Oregon
Association of Oregon Corrections	St. Peter Catholic Church
EMployees, Inc.	Mid Willamette Valley Community
A Jesus Church Family	Action
300 Main Inc	A Hope For Autism Foundation

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NW Sport Fishing	Bethesda Lutheran Church
Breast Friends	Legacy Mt. Hood Medical Center
SEPTL Southeast Portland Tool Library	Yamhill Community Care Organization
National Christian Community Foundation	Portland Japanese Garden
Legal Aid Services of Oregon LITC	The Madeleine Parish
Willamette Valley Babe Ruth Center For Continuous Improvement	The Tucker-Maxon Oral School
Northwest Center for Alternatives to Pesticides	Southwest Neighborhoods, Inc
The Followers of Christ Church of Oregon City	Wallowa Valley Center For Wellness
SEIU Local 49	KIDS INTERVENTION AND DIAGNOSTIC CENTER
Emerald Media Group	Portland Yacht Club
West Hills Christian School	League of Women Voters
Trillium Sprigs	Oregon & Southern Idaho District Council of Laborers'
Western Arts Alliance	Portland Police Sunshine Division
Youth Dynamics	Curry Health Network
Ashland Art Center	United Way of Lane County
Apostolic Church of Jesus Christ	Unithed Way
DOUGLAS FOREST PROTECTIVE	Community Energy Project
Oregon Lyme Disease Network	Portland Oregon Visitors Association
Ecotrust	Southern Oregon Project Hope
SPECIAL MOBILITY SERVICES	Our United Villages
Bethlehem Christian Pre-School	Samaritan Health Services Inc.
Historical Outreach Foundation	Santiam Assembly of God
Teras Interventions and Counseling Inc	CASCADES WEST FINANCIAL SERVICES IN
Brooklyn Primary PTO	Kilchis House
Mountain View Academy	Calvary Assembly of God
Salem Area Chamber of Commerce	Lake Grove Presbyterian Church
First Congregational Chrch	Grace Lutheran School
OREGON STATE FAIR	Western Mennonite School
Ronald McDonald House Charities of Oregon & Southwest Washington	OEA CHOICE TRUST
Center for Human Development	American Tinnitus Association
Bridges to Change	Oregon Coast Aquarium, Inc.
DePaul Treatment Centers, Inc.	HOPE POINT CHURCH
Ministerio International Casa	Unitus Community Credit Union
New Paradise Worship Center	St John the Baptist Greek Orthodox Church
Mission Increase Foundation	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON
Curry Public Transit Inc	St Andrews Presbyterian
THREE RIVERS CASINO	Oregon Rural Electric Cooperative Association
Brookings Harbor Christian School	

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THE MILL CASINO	Cannon Beach Fire
Oregon State University	Life Flight Network LLC
Treasure Valley Community College	COVENANT RETIREMENT COMMUNITIES
Unviersity of Oregon	PENTAGON FEDERAL CREDIT UNION
OREGON UNIVERSITY SYSTEM	SAIF CORPORATION
University of Western States	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
GEORGE FOX UNIVERSITY	LANE ELECTRIC COOPERATIVE
LEWIS AND CLARK COLLEGE	USAGENCIES CREDIT UNION
PACIFIC UNIVERSITY	PACIFIC CASCADE FEDERAL CREDIT UNION
REED COLLEGE	LOCAL GOVERNMENT PERSONNEL INSTITUTE
WILLAMETTE UNIVERSITY	GRANTS PASS MANAGEMENT SERVICES, DBA
LINFIELD COLLEGE	SPIRIT WIRELESS
MULTNOMAH BIBLE COLLEGE	Kartini Clinic
NORTHWEST CHRISTIAN COLLEGE	Astra
NATIONAL COLLEGE OF NATURAL MEDICINE	Beit Hallel
BLUE MOUNTAIN COMMUNITY COLLEGE	Cvalco
PORTLAND STATE UNIV.	Elderhealth and Living
CLACKAMAS COMMUNITY COLLEGE	OREGON CORRECTIONS ENTERPRISES
MARYLHURST UNIVERSITY	OREGON STATE HOSPITAL
OREGON HEALTH AND SCIENCE UNIVERSITY	OFFICE OF PUBLIC DEFENSE SERVICES
BIRTHINGWAY COLLEGE OF MIDWIFERY	Clatskanie People's Utility District
pacific u	PIONEER COMMUNITY DEVELOPMENT
UNIVERSITY OF OREGON	MARION COUNTY HEALTH DEPT
CONCORDIA UNIV	Ricoh USA
Marylhurst University	Heartfelt Obstetrics & Gynecology
Corban College	Coquille Economic Development Corporation
Oregon Center For Advanced T	CITY/COUNTY INSURANCE SERVICE
UNIVERSITY OF PORTLAND	COMMUNITY CYCLING CENTER
Portland Actors Conservatory	Shangri La
University Of Oregon Athletics Department	Portland Impact
Ecola Bible School	Eagle Fern Camp
Beta Omega Alumnae	KLAMATH FAMILY HEAD START
Oregon Institute of Technology	RIVER CITY DANCERS
EASTERN OREGON UNIVERSITY	Oregon Permit Technical Association
Clackamas River Water Providers	KEIZER EAGLES AERIE 3895
eickhoff dev co inc	Pgma/Cathie Bourne
Cornerstone Association Inc	Sunrise Water
The Klamath Tribe	Burns Paiute Tribe
advocate care	

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Oregon Public Broadcasting	SPRINGFIELD UTILITY BOARD
La Grande Family Practice	Tillamook Urban Renewal Agency
Sphere MD	Netarts Water District
BIENESTAR, INC.	OAK LODGE SANITARY DISTRICT
sunrise water authority	Boardman Rural Fire Protection District
	Silverton Fire District
EAsern Oregon Trade and Event Center	Lewis and Clark Rural Fire Protection
Waste-Pro	District
NPKA	Rainbow Water District
Confederated Tribes of Warm Springs	Illinois Valley Fire District
Oregon State Credit Union	Clatskanie RFPD
PIONEER TELEPHONE COOPERATIVE	PORT OF TILLAMOOK BAY
Halsey-Shedd Fire District	TRI-COUNTY HEALTH CARE SAFETY NET
Nez Perce Tribe	ENTERPRISE
Obsidian Urgent Care, P.C.	METROPOLITAN EXPOSITION-
First Presbyterian Church of La Grande	RECREATION COMMISSION
CONFLUENCE ENVIRONMENTAL CENTE	REGIONAL AUTOMATED INFORMATION
A&I Benefit Plan Administrators, Inc.	NETWORK
K Churchill Estates	OAK LODGE WATER DISTRICT
CSC HEAD START	THE PORT OF PORTLAND
NORTHWEST VINTAGE CAR AND	WILLAMALANE PARK AND RECREATION
MOTORCYCLE	DISTRICT
crescent grove cemetery	TUALATIN VALLEY WATER DISTRICT
Roseburg Police Department	UNION SOIL & WATER CONSERVATION
Molalla Rural Fire Protection District	DISTRICT
MONMOUTH - INDEPENDENCE	LANE EDUCATION SERVICE DISTRICT
NETWORK	TUALATIN HILLS PARK AND RECREATION
EUGENE WATER & ELECTRIC BOARD	DISTRICT
MALIN COMMUNITY PARK AND	PORT OF SIUSLAW
RECREATION DISTRICT	CHEHALEM PARK AND RECREATION
TILLAMOOK PEOPLES UTILITY DISTRICT	DISTRICT
GLADSTONE POLICE DEPARTMENT	PORT OF ST HELENS
GOLD BEACH POLICE DEPARTMENT	LANE TRANSIT DISTRICT
THE NEWPORT PARK AND RECREATION	CENTRAL OREGON
CENTER	INTERGOVERNMENTAL COUNCIL
RIVERGROVE WATER DISTRICT	HOODLAND FIRE DISTRICT NO.74
TUALATIN VALLEY FIRE & RESCUE	MID COLUMBIA COUNCIL OF
GASTON RURAL FIRE DEPARTMENT	GOVERNMENTS
CITY COUNTY INSURANCE SERVICES	WEST MULTNOMAH SOIL AND WATER
SOUTH SUBURBAN SANITARY DISTRICT	CONSERVATION DISTRICT
SOUTH FORK WATER BOARD	SALEM AREA MASS TRANSIT DISTRICT
	Banks Fire District #13
SUNSET EMPIRE PARK AND RECREATION	KLAMATH COUNTY 9-1-1

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GLENDALE RURAL FIRE DISTRICT	CITY OF BOARDMAN
COLUMBIA 911 COMMUNICATIONS DISTRICT	CITY OF CANBY
CLACKAMAS RIVER WATER NW POWER POOL	CITY OF CANYONVILLE
Lowell Rural Fire Protection District	CITY OF CENTRAL POINT POLICE DEPARTMENT
TriMet Transit	CITY OF CLATSKANIE
Estacada Rural Fire District	CITY OF CONDON
Keizer Fire District	CITY OF COOS BAY
State Accident Insurance Fund Corporation	CITY OF CORVALLIS
Bend Metro Park & Recreation District	CITY OF CRESWELL
Port of Hood River	CITY OF ECHO
La Pine Park & Recreation District	CITY OF ESTACADA
Brookings- Harbor School District 17c	CITY OF EUGENE
Siuslaw Public Library District	CITY OF FAIRVIEW
Columbia River Fire & Rescue	CITY OF GEARHART
Fern Ridge Library District	CITY OF GOLD HILL
Bend Park and Recreation District	CITY OF GRANTS PASS
Port of Garibaldi	CITY OF GRESHAM
Seal Rock Water District	CITY OF HILLSBORO
Rockwood Water P.U.D.	CITY OF HOOD RIVER
Tillamook Fire District	CITY OF JOHN DAY
Tillamook County Transportation Dist	CITY OF KLAMATH FALLS
Central Lincoln People's Utility District	CITY OF LA GRANDE
Jefferson Park and Recreation	CITY OF MALIN
City of Monmouth / Public Works	CITY OF MCMINNVILLE
McMinnville Police Department	CITY OF HALSEY
City of Sublimity	CITY OF MEDFORD
City of Central Point Parks and Recreation	CITY OF MILL CITY
Gearhart Fire Department	CITY OF MILWAUKIE
Woodburn City Of	CITY OF MORO
Brookings Fire / Rescue	CITY OF MOSIER
City of Veneta	CITY OF NEWBERG
CITY OF DAMASCUS	CITY OF OREGON CITY
Hermiston Fire & Emergency Svcs	CITY OF PILOT ROCK
CEDAR MILL COMMUNITY LIBRARY	CITY OF POWERS
CITY OF LAKE OSWEGO	RAINIER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES	CITY OF REEDSPORT
CITY OF SANDY	CITY OF RIDDLE
CITY OF ASTORIA OREGON	CITY OF SCAPPOOSE
CITY OF BEAVERTON	CITY OF SEASIDE
	CITY OF SILVERTON
	CITY OF STAYTON
	City of Troutdale

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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

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Gresham Police Department	SANDY FIRE DISTRICT NO. 72
City of Harrisburg	BAY AREA HOSPITAL DISTRICT
Gladstone Public Library	NEAH KAH NIE WATER DISTRICT
City of Portland Parks Bureau	PORT OF UMPQUA
Seaside Fire & Rescue	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
City Of North Bend	Benton Soil & Water Conservation District
City of Union	DESCHUTES PUBLIC LIBRARY SYSTEM
City of Nehalem	CLEAN WATER SERVICES
City of Richland	North Douglas County Fire & EMS
CITY OF LINCOLN CITY	Crooked River Ranch Rural Fire Protection District
City of Donald	PARROTT CREEK CHILD & FAM
City of Milton-Freewater	South Lane County Fire And Rescue
CITY OF SCIO	Lake Chinook Fire & Rescue
City of Forest Grove	Clackamas County Water Environment Services
City Govrnment	Amity Fire District
City of Mt. Angel	CENTRAL OREGON COMMUNITY COLLEGE
Albany Police Department	UMPQUA COMMUNITY COLLEGE
Umatilla Electric Cooperative	LANE COMMUNITY COLLEGE
WATER ENVIRONMENT SERVICES	MT. HOOD COMMUNITY COLLEGE
Polk County Fire District No.1	LINN-BENTON COMMUNITY COLLEGE
Netarts-Oceanside RFPD	SOUTHWESTERN OREGON COMMUNITY COLLEGE
UIUC	PORTLAND COMMUNITY COLLEGE
Rogue River Fire District	CHEMEKETA COMMUNITY COLLEGE
Aurora Rural Fire District	ROGUE COMMUNITY COLLEGE
Tillamook County Emergency Communications District	COLUMBIA GORGE COMMUNITY COLLEGE
Southern Coos Hospital	TILLAMOOK BAY COMMUNITY COLLEGE
Oregon Cascades West Council of Governments	KLAMATH COMMUNITY COLLEGE DISTRICT
MULTONAH COUNTY DRAINAGE DISTRICT #1	Oregon Coast Community College
PORT OF BANDON	Clatsop Community College
OR INT'L PORT OF COOS BAY	North Portland Bible College
MID-COLUMBIA CENTER FOR LIVING	OREGON COMMUNITY COLLEGE ASSOCIATION
DESCHUTES COUNTY RFPD NO.2	Teacher Standards and Pracitices Commission
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	Salem Keizer School District Purchasing
PACIFIC STATES MARINE FISHERIES COMMISSION	
CENTRAL OREGON IRRIGATION DISTRICT	
MARION COUNTY FIRE DISTRICT #1	
COLUMBIA RIVER PUD	

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Kdrv Channel 12	Aging and People with Disabilities
Opta Oregon Permit Technician	Oregon State Treasury
Oregon Forest Resources Institute	Oregon State Fair Council
Office of the Ong Term Care	Procurement Services/DAS
Ombudsman	STATE OF OREGON
Oregon State Lottery	OREGON JUDICIAL DEPARTMENT
OREGON TOURISM COMMISSION	Oregon State Board of Architect
OREGON STATE POLICE	Examiners
OFFICE OF THE STATE TREASURER	City of Astoria Fire Department
OREGON DEPT. OF EDUCATION	Columbia Gorge ESD
SEIU LOCAL 503, OPEU	Nehalem Bay Wastewater
OREGON DEPARTMENT OF FORESTRY	Association of Oregon Community
OREGON STATE DEPT OF CORRECTIONS	Mental Health Programs
OREGON CHILD DEVELOPMENT	VA
COALITION	US FISH AND WILDLIFE SERVICE
OFFICE OF MEDICAL ASSISTANCE	Bonneville Power Administration
PROGRAMS	Oregon Army National Guard
OREGON OFFICE OF ENERGY	USDA Forest Service
OREGON STATE BOARD OF NURSING	Yellowhawk Tribal Health Center
BOARD OF MEDICAL EXAMINERS	ANGELL JOB CORPS
OREGON LOTTERY	Coquille Indian Housing Authority
OREGON BOARD OF ARCHITECTS	COLLEGE HOUSING NORTHWEST
SANTIAM CANYON COMMUNICATION	HOUSING AUTHORITY OF CLACKAMAS
CENTER	COUNTY
OREGON DEPT OF TRANSPORTATION	HOUSING AUTHORITY OF PORTLAND
OREGON TRAVEL INFORMATION	WEST VALLEY HOUSING AUTHORITY
COUNCIL	HOUSING AUTHORITY AND
OREGON DEPARTMENT OF EDUCATION	COMMUNITY SERVICES AGENCY
OREGON DEPT. OF CORRECTIONS	NORTH BEND CITY- COOS/URRY
DEPARTMENT OF ADMINISTRATIVE	HOUSING AUTHORITY
SERVICES	MARION COUNTY HOUSING AUTHORITY
Oregon Board of Massage Therapists	HOUSING AUTHORITY OF THE CITY OF
Oregon Tradeswomen	SALEM
Oregon Convention Center	Housing Authority of Yamhill County
OREGON SCHL BRDS ASSOCIAT	The Housing Authority of the County of
Central Oregon Home Health and Hos	Umatilla
Oregon Health Care Quality Cor	homeforward
OREGON DEPARTMENT OF HUMAN	
SERVICES	
Oregon Air National Guard	
Training & Employment	
State of Oregon - Department of	
Administrative Services	

EXHIBIT 9

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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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
**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: _____

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category

Annual Issue Date of Catalog _____

		(Insert Sub-categories as necessary)	<u>MINIMUM Discount</u> <u>from List</u>
MINIMUM			%
1.1	<u>Category 1</u>	<u>Appliances</u>	%
Example:		Washing Machines	%
1.2	<u>Category 2</u>	Building Materials	%
Example:		Lumber	%
1.3	<u>Category 3</u>	Hardware	%
1.4	<u>Category 4</u>	HVAC	%
1.5	<u>Category 5</u>	Kitchen and Bath Cabinets	%
1.6	<u>Category 6</u>	Janitorial	%
1.7	<u>Category 7</u>	Landscaping Equipment and Supplies	%
1.8	<u>Category 8</u>	Motors/Pumps	%
1.9	<u>Category 9</u>	Paints/Coatings	%
1.10	<u>Category 10</u>	Plumbing	%
1.11	<u>Category 11</u>	Pool Supplies	%

ATTACHMENT A
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.

ATTACHMENT A
Maricopa County

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

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	3M	2090-48A-CP	360199	SCOTCHBLUE 1.88" 2090 6PK	CS 4	4,941			\$ -	\$ -
2	American Standard	2586.128ST.020	615356	CHAMPION MAX WHT ELONGATED TOILET	EA	696			\$ -	\$ -
3	Anderson	100SH2438	206781346	100 SERIES SINGLE HUNG WINDOW WHITE	EA	1,977			\$ -	\$ -
4	Armstrong	54004031	171292	1/8"CIVIC SQ STONETAN VCT 54004-45SF	CS	7,519			\$ -	\$ -
5	Armstrong	51899031	921416	1/8"EXCELON COOLWHITE VCT 51899-45SF	CS	4,745			\$ -	\$ -
6	Behr	PR17005	661157	BEHR PRO 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	522SBP6H	250355	ENERGIZER 9V 6-PK	PKG 6	16,113			\$ -	\$ -
19	Energizer	E91SBP36H	553471	ENERGIZER AA 36-PACK	PKG 36	15,006			\$ -	\$ -
20	Frigidaire	FFHT1814QW	1001003542	18 cu. ft. Top Freezer Refrigerator in White	EA	585			\$ -	\$ -
21	Frigidaire	FFTR2021QB	1001023832	20.4 cu. ft. Top Freezer Refrigerator in Black	EA	237			\$ -	\$ -
22	General Electric	GTE18GTHWW	1001101226	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
23	General Electric	GTS18GTHWW	1001054519	17.5 cu. ft. Top Freezer Refrigerator in White	EA	1,153			\$ -	\$ -
24	General Electric	GTE16DTHWW	1000053481	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
25	General Electric	GTS16DTHWW	1000051811	15.5 cu. ft. Top Freezer Refrigerator in White	EA	947			\$ -	\$ -
26	General Electric	ADEL70LR	218767	70-Pint Dehumidifier	EA	592			\$ -	\$ -
27	General Electric	JB255DJBB	205793230	5.0 cu. ft. Electric Range with Self-Cleaning Oven in Black	EA	200			\$ -	\$ -
28	Generic	N/A	686107	40LB ICE MELT BLEND BAG	EA	18,050			\$ -	\$ -
29	Glacier Bay	N2428E	686826	GB ELONGATED ALL-IN-ONE HET IN WHITE	EA	2,250			\$ -	\$ -
30	Glacier Bay	N2428RB/N2428T	340995	GLAC BAY RND HET TOILET 2PC	EA	1,896			\$ -	\$ -
31	Glidden	GPS-3110-05	137925	GLIDDEN PRO SPEED-WALL EGGSHELL INT PAINT-5 GAL	EA	3,526			\$ -	\$ -
32	Glidden	GP7-5000-05	563851	ULTRA HIDE 770 SEMIGLOSS INT PAINT 5-GAL	EA	2,085			\$ -	\$ -
33	HDX	3072FX	567757	6' UTILITY/BANQUET FOLDING TABLE	EA	4,460			\$ -	\$ -
34	HDX	6T60184872C	525441	48"X18"X72" CHROME WIRE 6-SHELF UNIT	EA	1,563			\$ -	\$ -
35	Home Depot	05GLHD2	131227	5GAL HOMER BUCKET	EA	59,331			\$ -	\$ -
36	Hotpoint	HPS15BTHRWW	1000051805	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
37	Hotpoint	HPE15BTHWW	1000053483	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
38	Hotpoint	HPS15BTHLWW	1000051800	14.6 cu. ft. Top Freezer Refrigerator in White	EA	678			\$ -	\$ -
39	Hotpoint	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 GRBGE DISPSR	EA	1,569			\$ -	\$ -
46	Kidde	KN-COSM-BA	100004653	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	15,889			\$ -	\$ -

Maricopa County

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

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
47	Kidde	KN-COSM-XTR-BA	622269	BAT OP COMB SMOKE/CO ALARM W VOICE ALERT	EA	13,572			\$ -	\$ -
48	Kidde	KN-COPE-I	714543	120-VOLT HARDWIRED INTER CONNECT SMOKE/CO	EA	12,234			\$ -	\$ -
49	Kidde	KN-COPE-D	1000037789	BAT OP PHOTO ELECTRIC COMB SMOKE/CO ALARM	EA	11,403			\$ -	\$ -
50	LG	LW5015E	1001088841	5K BTU WINDOW A/C W/ E/S	EA	1,232			\$ -	\$ -
51	LG	LW1215ER	1000026812	12KBTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
52	LG	LW6015ER	1000026799	6K BTU WINDOW A/C W/REMOTE	EA	925			\$ -	\$ -
53	LG	LW8015ER	1000026802	8K BTU WINDOW A/C W/REMOTE	EA	842			\$ -	\$ -
54	LG	LP1014WNR	379969	10,000 BTU PORTABLE AIR CONDITIONER	EA	808			\$ -	\$ -
55	LG	LW1016ER	1001597779	10K BTU WINDOW A/C W/REMOTE	EA	658			\$ -	\$ -
56	LG	LP1214GXR	1000026828	12,000 BTU PORTABLE AIR CONDITIONER	EA	426			\$ -	\$ -
57	N/A	N/A	161640	2X4-96" PRIME KD WHITEWOOD STUD	EA	238,241			\$ -	\$ -
58	N/A	N/A	569062	2X4-92 5/8" PRIME WHITEWOOD STUD	EA	78,863			\$ -	\$ -
59	N/A	N/A	386081	7/16 4X8 OSB	EA	68,696			\$ -	\$ -
60	N/A	N/A	161659	2X4-10FT STD/BTR KD-HT PRIME SPF	EA	49,632			\$ -	\$ -
61	N/A	N/A	161667	2X4-12FT STD/BTR KD-HT PRIME SPF	EA	45,986			\$ -	\$ -
62	N/A	N/A	256276	4X4-8FT #2 PT	EA	33,627			\$ -	\$ -
63	N/A	N/A	161683	2X4-16FT STD/BTR KD-HT PRIME SPF	EA	24,669			\$ -	\$ -
64	N/A	N/A	492930	5.0MM 4X8 UNDERLAYMENT	EA	23,868			\$ -	\$ -
65	N/A	N/A	166103	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
66	N/A	N/A	439614	23/32 4X8 PLYWOOD	EA	22,120			\$ -	\$ -
67	N/A	N/A	166073	15/32 4X8 PLYWOOD (3-PLY)	EA	14,845			\$ -	\$ -
68	N/A	N/A	166081	19/32 4X8 PLYWOOD	EA	12,760			\$ -	\$ -
69	N/A	N/A	175171	23/32 4X8 RADIATA PINE PLYWOOD	EA	9,628			\$ -	\$ -
70	N/A	N/A	915378	15/32 4X8 PLYWOOD (4-PLY)	EA	9,062			\$ -	\$ -
71	N/A	N/A	121586	.090 FRP WALL PANEL 4X8 WHITE	EA	7,900			\$ -	\$ -
72	N/A	N/A	166057	23/32 4X8 SANDED PLYWOOD	EA	6,872			\$ -	\$ -
73	N/A	N/A	166030	15/32 4X8 SANDED PLYWOOD	EA	6,574			\$ -	\$ -
74	N/A	N/A	921394	1/8"EXCELON COTTGETAN VCT 51830-45SF	CS	5,843			\$ -	\$ -
75	N/A	N/A	261688	23/32" 4X8 PT RTD SHEATHING PLY	EA	5,820			\$ -	\$ -
76	N/A	N/A	920924	23/32 4X8 T&G PLYWOOD SUBFLOOR	EA	5,249			\$ -	\$ -
77	N/A	N/A	165921	3/4 4X8 BIRCH PLYWOOD	EA	3,510			\$ -	\$ -
78	Niagara	NDW05L24DR	218340	1/2 LITER WATER 24PK	PKG 24	62,265			\$ -	\$ -
79	Owens Corning	RU70	564987	ATTICAT INSULATION	EA	6,141			\$ -	\$ -
80	Plytanium	113699	915440	19/32" 4'X8' T1-11 8"OC SIDING	EA	5,329			\$ -	\$ -
81	Rheem	XG40T06EC36U1	1001300147	40GAL/36K BTU GAS TALL PERF W/H N3	EA	377			\$ -	\$ -
82	Sakrete	65200390	533829	80LB QUIKRETE CONCRETE MIX	EA	129,185			\$ -	\$ -
83	Sakrete	65200940	666249	60LB SAKRETE CONCRETE MIX	EA	76,898			\$ -	\$ -
84	Sakrete	65305535	370328	50LB SAKRETE FAST SET CONCRETE	EA	64,977			\$ -	\$ -
85	Sakrete	65200370	962050	80LB SAKRETE 5000 PLUS CONCRETE	EA	61,753			\$ -	\$ -
86	Sakrete	60450001	428632	60LB SAKRETE ALL WEATHER BLACKTOP PATCH	EA	38,047			\$ -	\$ -
87	Sheetrock	381466	950254	USG +3 ALL PURP LIGHT JC PAIL 4.5GAL	EA	11,761			\$ -	\$ -
88	Sheetrock	14113411708	893749	1/2"X4'X8' USG ULTRALIGHT DRYWALL	EA	45,316			\$ -	\$ -
89	Sheetrock	14211011308	419109	5/8"X4'X8' FIRECODE TYPE X DRYWALL	EA	21,452			\$ -	\$ -
90	Sheetrock	14302111708	525423	1/2"X4'X8' USG 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			\$ -	\$ -

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Attachment A-1
Pricing Analysis

Retail MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
95	USG Ceilings	R2310	562785	2'X4'#2310 RADAR SQ EDGE CEILNG 64SF	CS	8,580			\$ -	\$ -
96	USG Ceilings	280	314803	2'X4' #280 5TH AVE SQ CEILNG 64SF	EA	6,796			\$ -	\$ -
97	Weathershield	253920	167929	2X4-8FT #2 PRIME PT WEATHERSHIELD	EA	40,577			\$ -	\$ -
98	Weathershield	253921	168335	2X6-8FT #2 PRIME PT WEATHERSHIELD	EA	28,783			\$ -	\$ -
99	Weathershield	262P12	168746	2X6-12FT #2 PRIME PT WEATHERSHIELD	EA	22,224			\$ -	\$ -
100	Wilsonart	1875K3537660144	203747471	60 in. x 144 in. Laminate Sheet in Summer Carnival HD with Mirage	EA	80			\$ -	\$ -
TOTAL										\$ -

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

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
Example	ABC Company	123456	11111	ABC SEMIGLOSS PAINT 5 GAL	EA	1000	\$ 10.00	20%	\$ 8.00	\$ 8,000.00
1	ACHIM IMPORTING	OPR376WH36	797139	37-1/4X6' Rm Dark Wht Roller Shade	EA	8,891			\$ -	\$ -
2	AMREP, INC	ZUHFFF5G	113032	Flr Finish, 5 Gal Zep Hgh Traffic	EA	1,302			\$ -	\$ -
3	AMREP, INC	ZULFFSSG	113031	5 Gal Zep Heavy-Duty Floor Stripper	EA	1,967			\$ -	\$ -
4	AMREP, INC	ZULFFS128	113035	1 Gal Zep Heavy-Duty Floor Stripper	EA	3,648			\$ -	\$ -
5	BEMIS MAN. COMPANY	1650EC	189860	Bemis Easy Change Wood Toilet Seat EL	EA	3,397			\$ -	\$ -
6	BRASSCRAFT SERVICE PARTS	HDS478105	478105	Delta H/C 1300/1400 Srs PB Ctg	EA	2,952			\$ -	\$ -
7	BRASSCRAFT SERVICE PARTS	SLD1327	478107	Delta 1300/1400 Srs Ctg Assmby	EA	988			\$ -	\$ -
8	BRK	SC9120B	126722	BRK AC/DC COMBO CO/SMOKE ALARM	EA	8,268			\$ -	\$ -
9	BRK	9120B	126707	DIRECTWIRE SMOKE ALARM W/BATTERY BACK UP	EA	18,231			\$ -	\$ -
10	BRK	9120AB	126523	BRK AC/DC ALKALINE BAT SMOKE ALARM	EA	6,368			\$ -	\$ -
11	BRK	SCO2B	126720	BRK CARBON MONOXIDE/SMOKE ALARM	EA	2,172			\$ -	\$ -
12	BRK	SA350B	109944	10YR Lith Battery Ion Smoke Alarm	EA	2,756			\$ -	\$ -
13	BRK	7010B	126728	120 VOLT PHOTOELECTRIC SMOKE ALARM	EA	2,291			\$ -	\$ -
14	BRK	CO250B	126516	BRK 9 VOLT CARBON MONOXIDE ALARM	EA	1,924			\$ -	\$ -
15	BRK	CO5120BN	126602	BRK AC/DC CO ALARM	EA	1,268			\$ -	\$ -
16	BROAN MFG CO INC	413001	281200	Broan 30" Wht Range Hood Non-Vented	EA	4,990			\$ -	\$ -
17	BROAN MFG CO INC	412401	281150	Broan 24" Wht Range Hood Non-Vented	EA	1,968			\$ -	\$ -
18	BROAN MFG CO INC	403001	281025	Broan 30"Wht RngHd 3-1/4x10" Vnt 160CFM	EA	1,892			\$ -	\$ -
19	BROAN MFG CO INC	423001	281375	Broan 30" Wht Rng Hd 7"Rnd Vent 190CFM	EA	1,887			\$ -	\$ -
20	BROAN MFG CO INC	BP43	248750	RANGE HOOD LIGHT LENS	EA	8,229			\$ -	\$ -
21	BROAN MFG CO INC	402401	280900	Broan 24" Wht RngHd 3-1/4x10" Vnt 160CFM	EA	808			\$ -	\$ -
22	CHAMPION	1079347880583-9	703168	82-3/8" White Vertical Vane 50/Pkg	PKG 50	859			\$ -	\$ -
23	CHAMPION	1079347805416-9	702084	35 x 64 White 1" Vinyl Horz Blind	EA	7,236			\$ -	\$ -
24	CLOROX	35419	111514	1.12 Gal Pine-Sol Lemon3/Cs	CS 3	2,512			\$ -	\$ -
25	CLOROX	35418	111515	1.12 Gal Pine-Sol 3/Cs	CS 3	1,197			\$ -	\$ -
26	CLOROX	15949	503107	Clorox Disinfecting Wipes CS Of 6	CS 6	1,065			\$ -	\$ -
27	DAP INC.	18152	108709	10.1 OZ WHT DAP ALEX PLUS "CS OF 12"	CS 12	1,698			\$ -	\$ -
28	DAP INC.	18001	108701	5.5 OZ WHT DAP KWIK SEAL "CS OF 12"	CS 12	1,804			\$ -	\$ -
29	DELTA FAUCET CO	R10000-UNWS	418801	Delta MultiChoice Tub/Shwr Valve	EA	1,116			\$ -	\$ -
30	DURACELL	PC1604BKD	158476	9V Drcll Procell Alkaline Battery 12pk	PKG 12	10,645			\$ -	\$ -
31	DURACELL	PC1500BKD	157755	AA Drcll Procell Alkaline Battery 24pk	PKG 24	5,884			\$ -	\$ -
32	DURACELL	MN1500BKD	357752	AA Drcll Coppertop Alkaline Battery 24pk	PKG 24	1,306			\$ -	\$ -
33	ESSENDANT CO	CPC53122	113049	169 Ounce Fabuloso 3/CS	CS 3	1,264			\$ -	\$ -
34	FEIT ELECTRIC	PL13/41/10	311843	CFL Bulb 13W Twin 4100K 2P Base 10pk	PKG 10	2,787			\$ -	\$ -
35	FILTRATION GROUP	1720201	127386	20 X 20 X1" HD PLEATED FILTR "BOX OF 12"	BX 12	890			\$ -	\$ -
36	FLUSHMATE	C-100500-K	583305	Sloan Flushmate Cartridge C-100500-K	EA	2,976			\$ -	\$ -
37	GE	3997	229675	G.E. 6" DRIP BOWL "PKG OF 6"	PKG 6	8,329			\$ -	\$ -
38	GE	3998	229680	G.E. 8" DRIP BOWL "PKG OF 6"	PKG 6	4,943			\$ -	\$ -
39	GE	ERIG9998	206124	REPLACEMENT GE OVEN IGNITER	EA	1,327			\$ -	\$ -
40	GE	ERIG21	226915	GE Oven Ignitor w/Quick Disconnect	EA	1,371			\$ -	\$ -
41	GEORGIA PACIFIC	13728	117986	Acclaim Jumbo Roll 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			\$ -	\$ -

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

Wholesale MRO

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
48	HD SUPPLY	1622-RE	404472	16x22" Recsd Mnt Mirror Medcin Cab	EA	1,126			\$ -	\$ -
49	HD SUPPLY	1094-06	325255	10" WHITE DRUM FIXTURE, CLEAR/WHT GLASS	EA	2,187			\$ -	\$ -
50	HD SUPPLY	PL-2440	317875	13-3/4" ROUND WHITE ACRYLIC DRUM LENS	EA	2,756			\$ -	\$ -
51	HD SUPPLY	XL-W-011	233750	6" UNIVERSAL SURFACE RANGE ELEMENT	EA	5,339			\$ -	\$ -
52	HD SUPPLY	SX36FC1816-100	857650	36" x 100' Fiberglass Screen Charcoal	EA	1,108			\$ -	\$ -
53	HD SUPPLY	1626-R	189811	16x26" Recessed Mirrored Medicine Cab	EA	1,309			\$ -	\$ -
54	HD SUPPLY	1049-06	322000	10" WHITE CEILING DRUM FIXTURE	EA	2,013			\$ -	\$ -
55	J.T.EATON & CO., INC.	11-00PRE6	111882	Rat And Mouse Glue Tray 12/Pkg	PKG 12	2,760			\$ -	\$ -
56	KIDDE	21006377-N	126726	KIDDE AC/DC CO/SMOKE ALARM - TALKING	EA	5,702			\$ -	\$ -
57	KIDDE	21006378	103406	KIDDE WIRE-IN W/ 9V BATTERY BACK-UP SMO	EA	8,241			\$ -	\$ -
58	KIDDE	21006376	340004	KIDDE WIRE-IN W/ 9V BATT BACK-UP SMO	EA	5,334			\$ -	\$ -
59	KIDDE	21007586	126734	FIREX AC/DC SMOKE ALARM	EA	3,947			\$ -	\$ -
60	KIDDE	21025811	126662	MWH CO ALARM	EA	2,903			\$ -	\$ -
61	KIDDE	21006371	126532	KIDDE PHOTOELECTRIC SMOKE ALARM PE120	EA	2,439			\$ -	\$ -
62	KIDDE	21025778	340005	KIDDE Battery Carbon Monoxide Alarm	EA	1,984			\$ -	\$ -
63	KIDDE	21009423	126505	MWH BATTERY IONIZATION SMOKE ALARM PK/6	PKG 6	1,609			\$ -	\$ -
64	KIMBERLY CLARK	75260	117397	Scott Rags In A Box 200/Pkg	PKG 200	8,174			\$ -	\$ -
65	MAINTENANCE WAREHOUSE	L8648AKFR01	119070	56 Gal 1.65 Mil Trash Bag 100/Cs	PKG 100	2,450			\$ -	\$ -
66	MAINTENANCE WAREHOUSE	L7658AKFR01	119071	55-60 Gal 1.5 Mil Trash Bag 100/Cs	EA00	2,343			\$ -	\$ -
67	MAINTENANCE WAREHOUSE	L8046AKFR01	119060	40-45 Gal 1.5 Mil Trash Bag 100/Pkg	PKG 100	2,456			\$ -	\$ -
68	MAINTENANCE WAREHOUSE	ESL13T/12/HDS	313258	CFLi Bulb VL 13W 2700K Twist 12pk	PKG 12	3,112			\$ -	\$ -
69	MAINTENANCE WAREHOUSE	ESL13T/41K/12/HDS	313264	CFLi Bulb VL 13W 4100K Twist 12pk	PKG 12	2,904			\$ -	\$ -
70	MAINTENANCE WAREHOUSE	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 Phi 40W T12 4100K 89CRI 30pk	PKG 30	1,134			\$ -	\$ -
81	PHILIPS LIGHTING CO.	454199	311632	CFLi Bulb Phi 13W 2700K Twist GU24 Base	EA	9,410			\$ -	\$ -
82	PHILIPS LIGHTING CO.	117788	312971	CFL Ballast Adv 1-2 Bulb Elec 120-277V	EA	1,535			\$ -	\$ -
83	PREFOLLOW CO	5U039	115101	32" Pick-Up Tool	EA	1,924			\$ -	\$ -
84	PRIME LINE PRODUCTS	K-5109	856770	Hvy Dty Pneumatic Storm Door Clsr Black	EA	8,410			\$ -	\$ -
85	PRIME LINE PRODUCTS	K-5071	855900	1-3/4" Storm Door Handle Black	EA	5,886			\$ -	\$ -
86	RESEARCH PRODUCTS CO	96923199	246850	8-3/4x10-1/2x3/32 Alum Range Hood Fitr	EA	20,597			\$ -	\$ -
87	RESEARCH PRODUCTS CO	97023195	246400	8-3/4x10-1/2 Actvtd Carbon Rng Hd Fitr	EA	19,191			\$ -	\$ -
88	ROPPE CORP	H140LA5P100	809775	Roppe 4" X 4" Black Cove Base, CS/16	CS 16	3,146			\$ -	\$ -
89	SAS SAFETY CORP	66519	117955	DISP XL NITRILE GLOVES "PKG OF 100"	PKG 100	10,077			\$ -	\$ -
90	SAS SAFETY CORP	6609-40	117844	DISP XL NITRILE GLOVES "PKG OF 50"	PKG 50	6,278			\$ -	\$ -
91	SAS SAFETY CORP	66518	117954	DISP LARGE NITRILE GLOVES "PKG OF 100"	PKG 100	5,590			\$ -	\$ -
92	SEASONS	TSPLH0010	568700	Seasons Plastic Toilet Seat EL White	EA	2,574			\$ -	\$ -
93	SHIELD SECURITY	97600	913800	Shield Security Tulip Passage Knob Brass	EA	8,343			\$ -	\$ -
94	SUPERIOR/HKF-WEST INC	6080-060	250358	Replacement GE Refrig Evap Fan Motor	EA	1,386			\$ -	\$ -
95	SUPERIOR/HKF-WEST INC	6080-009	250674	Vented Range Hood Fan Assembly	EA	1,626			\$ -	\$ -

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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										\$ -

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 Attachment A-1
 Pricing Analysis

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
<i>Example</i>	<i>ABC Company</i>	<i>123456</i>	<i>11111</i>	<i>ABC HYDRAULIC CYLINDER</i>	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; F1 Mounting Style	EA	16			\$ -	\$ -
9	BALDOR	EM2513T	EM2513T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 15hp	EA	17			\$ -	\$ -
10	BALDOR	VEBM3558T	VEBM3558T	Fractional HP Brakemotor AC Electrical Motor	EA	17			\$ -	\$ -
11	BALDOR	EM3311T	EM3311T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 213T Frame; Rigid Bas	EA	18			\$ -	\$ -
12	BALDOR	CEM3661T	CEM3661T	Super-E® Premium Efficient AC Motor, 182TC Frame, F-1 Mounting Style	EA	20			\$ -	\$ -
13	BALDOR	EM3714T	EM3714T	Super-E® Premium Efficient AC Motor, 215T Frame, F-1 Mounting Style	EA	21			\$ -	\$ -
14	BALDOR	EM3313T	EM3313T	Super-E® Premium Efficient 1800 RPM Three Phase Rigid Base AC Motor, 10hp	EA	21			\$ -	\$ -
15	BALDOR	EM3710T	EM3710T	Super-E® Premium Efficient AC Motor, 213T Frame; Rigid Base	EA	22			\$ -	\$ -
16	BALDOR	EM3611T	EM3611T	Super-E® Premium Efficient AC Motor, Rigid Base, 182T Frame	EA	26			\$ -	\$ -
17	BALDOR	EM3546T	EM3546T	Super-E® Premium Efficient AC Motor, 143T Frame; General Purpose	EA	30			\$ -	\$ -
18	BALDOR	CEM3546T	CEM3546T	Super-E® Premium Efficient AC Motor, C-Face (With Base), 143TC Frame	EA	35			\$ -	\$ -
19	BALDOR	CEM3558T	CEM3558T	Super-E® Premium Efficient AC Motor; 145TC Frame	EA	85			\$ -	\$ -
20	CAMFIL FARR	855080139	855080139	Durafl® 2V High efficiency, V-style air filter in all plastic enclosing frame	EA	70			\$ -	\$ -
21	CAMFIL FARR	405619A22	405619A22	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x22"	EA	96			\$ -	\$ -
22	CAMFIL FARR	405619A12	405619A12	Multi-pocket high efficiency filters with tapered pleats and pockets, 24"x24"x12"	EA	140			\$ -	\$ -
23	CAMFIL FARR	404340004	404340004	High efficiency supported media box filter with low initial pressure drop, 24"x24"x12"	EA	240			\$ -	\$ -
24	CAMFIL FARR	049880005	049880005	30/30® High-Capacity Pleated Panel Filters	EA	578			\$ -	\$ -
25	CONSOLIDATED BEARING	NNF-5026A-DA2RSV	NNF-5026A-DA2RSV	Full Compliment Cylindrical Roller Single Row Radial	EA	14			\$ -	\$ -
26	CONTINENTAL	2100 14M55HAWK	2100 14M55HAWK	Hawk Pd™ Belt, 55 mm width, 100mm Pitch Length, single Sided	EA	40			\$ -	\$ -
27	CONTINENTAL	5VX1900	5VX1900	Hy-T® Wedge Cogged Belt, 190" Outside Length	EA	83			\$ -	\$ -
28	CONTINENTAL	5V1800	5V1800	Hy-T® Wedge (Envelope) Belt, 180" Outside Length	EA	115			\$ -	\$ -
29	CONTINENTAL	5VX1800	5VX1800	Hy-T® Wedge Cogged Belt, 180" Outside Length	EA	163			\$ -	\$ -
30	CONTINENTAL	5VX1600	5VX1600	Hy-T® Wedge Cogged Belt, 160" Outside Length	EA	163			\$ -	\$ -
31	CONTINENTAL	5VX1120	5VX1120	Hy-T® Wedge Cogged Belt, 112" Outside Length	EA	165			\$ -	\$ -
32	CONTINENTAL	5VX1250	5VX1250	Hy-T® Wedge Cogged Belt, 125" Outside Length	EA	171			\$ -	\$ -
33	CONTINENTAL	5VX1000	5VX1000	Hy-T® Wedge Cogged Belt, 100" Outside Length	EA	173			\$ -	\$ -
34	CONTINENTAL	5VX1060	5VX1060	Hy-T® Wedge Cogged Belt, 106" Outside Length	EA	189			\$ -	\$ -
35	CONTINENTAL	SPC4750	SPC4750	Metric V-Belt, 4780mm outside length	EA	202			\$ -	\$ -
36	CONTINENTAL	5VX1320	5VX1320	Hy-T® Wedge Cogged Belt, 132" Outside Length	EA	206			\$ -	\$ -
37	CONTINENTAL	5VX1700	5VX1700	Hy-T® Wedge Cogged Belt, 170" Outside Length	EA	210			\$ -	\$ -
38	CONTINENTAL	5VX1180	5VX1180	Hy-T® Wedge Cogged Belt, 118" Outside Length	EA	306			\$ -	\$ -
39	CONTINENTAL	5VX800	5VX800	ContiTech HY-T Wedge Torque Team V-Belt, Banded & Cogged, 4 Rib, 2.5" Width, 0.53" Height, 8	EA	152			\$ -	\$ -
40	COOPER SPLIT	01BCP600GRAT	01BCP600GRAT	01 Series Cast Iron Split Cylindrical Pillow Block, Non-Expansion Type	EA	16			\$ -	\$ -
41	COOPER SPLIT	01BCP600EXAT	01BCP600EXAT	01 Series Cast Iron Split Cylindrical Pillow Block, Expansion Type	EA	16			\$ -	\$ -
42	CROSS	210DB	210DB	DB Series Tie Rod Cylinder, Hydraulic Cylinder	EA	94			\$ -	\$ -
43	DODGE	5 7/16SLVOL132424	5 7/16SLVOL132424	Sleevoil® RTL Pillow Block Liner Assembly; Shaft Size 5 7/16"	EA	12			\$ -	\$ -
44	DODGE	TA5215H25TPR	TA5215H25TPR	Torque Arm II Taper Bushed Shaft Mount Reducer	EA	22			\$ -	\$ -
45	DODGE	TA5215MTR MOUNT	TA5215MTR MOUNT	Motor Mount for Torque Arm II Unit 5215	EA	22			\$ -	\$ -
46	DODGE	P2BE307R	P2BE307R	Type E-XTRA™ Pillow Block; Springlok™ Collar; Heavy-Duty; Contact Seals; 2-Bolt Non-Expansion	EA	42			\$ -	\$ -
47	DODGE	P4BE315R IRON	P4BE315R IRON	Type E-XTRA™ Pillow Block; 4-Bolt Cast Iron Pillow Block; Contact Seals; Springlok Collar; Tapere	EA	74			\$ -	\$ -
48	DODGE	P2BSC103	P2BSC103	SC Series Normal-Duty Pillow Block	EA	113			\$ -	\$ -
49	DODGE	F2BDL107	F2BDL107	D-Lok™ DL Series Normal-Duty Cast Iron 2-Bolt Flange Unit	EA	252			\$ -	\$ -
50	DODGE	10H FLX FLG	10H FLX FLG	D-FLEX ELASTOMERIC SLEEVE COUPLINGS	EA	28			\$ -	\$ -
51	DODGE	077587	077587	OLF-2 SYSTEM 1PH	EA	12			\$ -	\$ -
52	DONALDSON	P167185	P167185	High Pressure Hydraulic Cartridge for Series HPK03 & HPK04, 8" long	EA	72			\$ -	\$ -
53	FLUKE CORP.	FLUKE-754	FLUKE-754	754 Documenting Process Calibrator-HART	EA	13			\$ -	\$ -
54	FLUKE CORP.	FLUKE-87-5	FLUKE-87-5	80 Series V Industrial Multimeter, Analog/Digital	EA	33			\$ -	\$ -
55	GARLOCK	21852-4156	21852-4156	Model 64 Single Lip Seal w/Dual Springs; Internal Single Lip w/ Dual Springs; Mill-Right® V	EA	60			\$ -	\$ -
56	GRACO	243601	243601	Other Lubrication Device	EA	24			\$ -	\$ -

ATTACHMENT A
Maricopa County

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

Industrial

Item Number	Manufacturer Name	Manufacturer Product Number	Product Number	Product Description	Unit of Measure	Quantity	List Price	Discount Percent (%)	Unit Net Price	Extended Total Price
57	JET TOOLS	354035	354035	1-1/2 -2HP 3PH 440/460V 26" Gear Head Drill Press	EA	10			\$ -	\$ -
58	LINK-BELT	PLB6855D5	PLB6855D5	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 2-Bolt Pillow Block	EA	18			\$ -	\$ -
59	LINK-BELT	PLB6863FR	PLB6863FR	P-LB6800 Series Spherical Roller Bearing Cast Iron Pillow Block, 4-Bolt Pillow Block	EA	20			\$ -	\$ -
60	LINK-BELT	PB22440H	PB22440H	Spherical Roller Bearing Pillow Block, 2 Bolt Holes, Relubricatable, Non-Expansion, Cast Iron, Sets	EA	26			\$ -	\$ -
61	LOCTITE	1323940	1323940	PC 72189™ Nordbak® Wearing Compound, 25 lb Kit, Abrasive-Resistant Epoxy	EA	40			\$ -	\$ -
62	LOCTITE	59231	59231	592™ Thread Sealant, 50mL Tube	EA	435			\$ -	\$ -
63	LPS LABORATORIES	00116	00116	LPS 1® Greaseless Lubricant, 16 oz aerosol	EA	1,453			\$ -	\$ -
64	LPS LABORATORIES	00316	00316	LPS 3 Premier Rust Inhibitor, 11 oz Aerosol	EA	453			\$ -	\$ -
65	LUBRIPLATE	L0975-062	L0975-062	Machine Tool Lubricant, 55 gal Drum; Multi-Purpose; Synthetic	EA	12			\$ -	\$ -
66	McGILL	CF3 1/2SB	CF3 1/2SB	CF-B & CF-SB Series CAMROL® Cam Follower Bearing, 3 1/2" Roller Diameter	EA	106			\$ -	\$ -
67	McGILL	CF2SB	CF2SB	CAMROL® Standard Stud Cam Follower, 2" Roller Diameter	EA	162			\$ -	\$ -
68	MRC	7228PDU-BRZ	7228PDU-BRZ	7200-PD Light Series Duplex Ball Bearing, Single Row Angular Contact Bearing	EA	19			\$ -	\$ -
69	REXNORD	E30 ELEMENT	E30 ELEMENT	Omega Coupling Element for Size 30 Coupling	EA	40			\$ -	\$ -
70	SEALMASTER	MST-63	MST-63	MST Series Medium-Duty Take-Up Unit	EA	14			\$ -	\$ -
71	SEALMASTER	SFT-24	SFT-24	SFT Series Standard-Duty Setscrew Locking 2-Bolt Flange Unit	EA	66			\$ -	\$ -
72	SKF	TKSA 41	TKSA 41	Advanced Laser Shaft Alignment Tool With Enhanced Measuring And Reporting	EA	12			\$ -	\$ -
73	SKF	TKBA 40	TKBA 40	Laser Belt Alignment Tool, 20 ft (6 m) Max Operating Distance	EA	14			\$ -	\$ -
74	SKF	GE120TXA-2LS	GE120TXA-2LS	Unmounted Plane Bearing; Spherical Plain & Rod End	EA	20			\$ -	\$ -
75	SKF	7228BCBM	7228BCBM	Light 7200 Series Angular Contact Ball Bearing, 140 mm ID	EA	21			\$ -	\$ -
76	SKF	7320BECBM	7320BECBM	Medium 7300 Series Angular Contact Ball Bearing, 100mm ID	EA	28			\$ -	\$ -
77	SKF	7222BECBM	7222BECBM	Light 7200 Series Angular Contact Ball Bearing, 110 mm ID	EA	28			\$ -	\$ -
78	SKF	7315BECBM	7315BECBM	Medium 7300 Series Angular Contact Ball Bearing, 75mm ID	EA	32			\$ -	\$ -
79	SKF	7317BECBY	7317BECBY	Medium 7300 Series Angular Contact Ball Bearing, 85mm ID	EA	37			\$ -	\$ -
80	SKF	SYE1.15/16NH	SYE1.15/16NH	SYE-N Series Roller Bearing Unit	EA	53			\$ -	\$ -
81	SKF	7311BECBY	7311BECBY	Medium 7300 Series Angular Contact Ball Bearing, 55mm ID	EA	71			\$ -	\$ -
82	SKF	LAGD125/WA2	LAGD125/WA2	SYSTEM 24 Automatic Grease Lubricator - Single Use	EA	159			\$ -	\$ -
83	SKF	7322BECBM	7322BECBM	Angular contact ball bearings, single row	EA	17			\$ -	\$ -
84	T.B.WOODS	MCS13Y218	MCS13Y218	MCS 13-Y 2-1/8, Variable Pitch Pulley, For Belt: (4836V), Grooves: 1, Bore: 2-1/8" Finished with 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. ELETRIC MOTORS	D125P1FS	D125P1FS	125 HP US Motor 3600 RPM 404TS Frame ODP	EA	10			\$ -	\$ -
92	U.S. ELETRIC MOTORS	U25P2D	U25P2D	General Purpose Motor - 3 ph, 25 hp, 1800 rpm, 208-230/460 V, 50/60 Hz, 284T Frame, TEFC	EA	15			\$ -	\$ -
93	WARNER ELECTRIC	320-22-020A	320-22-020A	Electrical Clutch & Brakes	EA	14			\$ -	\$ -
94	WARNER ELECTRIC	320-12-018A	320-12-018A	Electrical Clutch & Brakes	EA	14			\$ -	\$ -
95	WARNER ELECTRIC	5371-4	5371-4	Electrical Clutch & Brakes	EA	23			\$ -	\$ -
96	WARNER ELECTRIC	5370-111-013	5370-111-013	Electrical Clutch & Brakes	EA	65			\$ -	\$ -
97	WARNER ELECTRIC	540-1642	540-1642	Electrical Clutch & Brakes	EA	76			\$ -	\$ -
98	WARNER ELECTRIC	5370-273-232	5370-273-232	Actuators & Wg Jacks Accessory	EA	91			\$ -	\$ -
99	WARREN RUPP SNDPIPER	W15-4,DB11I.	W15-4,DB11I.	Cast-Iron Buna Single Double Diaphragm Pump, 260 gpm, 125 psi	EA	10			\$ -	\$ -
100	WEG ELECTRIC CORP	15036ET3G445TS-W22	15036ET3G445TS-W22	Premium Efficiency Electrical Motor	EA	10			\$ -	\$ -
TOTAL										\$ 8,000.00

Maricopa County

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EXHIBIT 3



(DRAFT CONTRACT)

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the ____ day of _____, 2016 and ending the ____ day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

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

3.3 INVOICES:

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

- Company name, address and contact
- County bill-to name and contact information

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- Contract Serial Number or
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity (number of days or weeks)
 - Contract Item number(s)
 - Description of Purchase (product or services)
 - Pricing per unit of purchase
 - Freight (if applicable)
 - Extended price
 - Mileage w/rate (if applicable)
 - Arrival and completion time (if applicable)
 - Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.3.6 Invoices are required to contain the following information: (Maricopa County Facilities Management)
- Company name, address and contact
 - County bill-to name and contact information
 - Building Name and Building Number
 - Contract Serial Number or
 - County purchase order number
 - Maximo (FMD) service call number
 - Invoice number and date
 - Date of service or delivery
 - Description of Purchase (services performed)
 - Pricing per unit of purchase
 - Extended price
 - Arrival and completion time
 - Total Amount Due
- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration

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Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

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

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

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

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

3.5 APPLICABLE TAXES:

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

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

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

3.6 TAX: (SERVICES)

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

3.7 TAX (COMMODITIES):

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

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

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

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

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

4.0 AVAILABILITY OF FUNDS:

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

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

5.0 DUTIES:

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

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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

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

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

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

6.2 INSURANCE.

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

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

Maricopa County

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

6.2.13 Certificates of Insurance.

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

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

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

6.2.14 Cancellation and Expiration Notice.

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

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

6.3.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

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

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

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

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

6.4 FORCE MAJEURE

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

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

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

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

6.5 WARRANTY OF SERVICES:

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

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

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

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

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to

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pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

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

6.10 Stop Work Order

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

6.10.1 Cancel the stop-work order; or

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

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

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.12 TERMINATION FOR DEFAULT:

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

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

6.16 AMENDMENTS:

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

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If

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additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

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

6.18 VALIDITY:

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

6.19 SEVERABILITY:

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

6.20 RIGHTS IN DATA:

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

6.21 NON-DISCRIMINATION:

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

6.22 ISRAEL BOYCOTT:

Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

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

6.25 INFLUENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

6.28 AUDIT DISALLOWANCES:

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

6.29 OFFSET FOR DAMAGES;

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

6.30 PUBLIC RECORDS:

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

6.31 PRICES:

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

6.32 INTEGRATION:

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

6.33 RELATIONSHIPS:

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

6.34 GOVERNING LAW:

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

6.35 ORDER OF PRECEDENCE:

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

6.36 INCORPORATION OF DOCUMENTS:

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

6.36.1 Exhibit A, Pricing;

6.36.2 Exhibit B, Scope of Work;

6.36.3 Exhibit C Facilities Management Requirements

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NOTICES:

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

For County:

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

For Contractor:

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

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THE SUBSTITUTE PRODUCT MANUFACTURER NAME, MANUFACTURER PRODUCT NUMBER, AND PRODUCT DESCRIPTION IN THIS EXTRA ROW. THE COUNTY SHALL BE THE SOLE JUDGE IN DETERMINING THE PRODUCT ACCEPTABILITY OF ALL "SUBSTITUTES".

8. If we offer two options under the Retail response and the Wholesale response regarding Supplier Managed Inventory – will the County consider those independently in scoring the offer?

THIS REQUIREMENT APPLIES TO WHOLESALE ONLY.

9. There seems to be intent to provide an environmentally preferable products SKU list. Is that the intent or should the Offerers just provide some explanatory detail regarding their preferable products offering? The concern is that providing a SKU list will significantly impact the 200 page maximum submittal

UNDER ATTCHMENT E, SUPPLIER INFORMATION SECTION, ENVIRONMENTAL, QUESTION 3; PLEASE INDICATE IN THE BODY OF YOUR RESPONSE WHETHER YOUR COMPANY HAS THE ABILITY TO PROVIDE PRODUCTS THAT CARRY ANY OF THE CERTIFICATIONS OUTLINED. IF APPLICABLE, PLEASE LIST THOSE PRODUCTS AND THE CERTIFICATIONS THEY CARRY IN A SEPARATE FILE. INCLUDE THIS FILE ONLY IN THE ELECTRONIC REPOSSES (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.

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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

Maricopa County

the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project." Some products or services may be subcontracted, which is noted as being permitted in the RFP. If subcontracting of products or services is clearly outlined as the Proposers solution, can the Proposer subcontract products or services without written consent?

YES.

21. 6.15.2 – Subcontracting. The RFP states, "The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice." Proposer will use subcontractors for installation services. Does this section mean the proposer must pass through subcontractor's costs without mark-up and include a copy of the subcontractor's invoice on every installation job or just jobs where the subcontractor's rate exceeds the Prime Contractor's bid rate?

THIS MEANS THAT IF YOU HAVE SOMEONE ELSE PROVIDE PRODUCT IT MUST BE AT YOUR CONTRACTED RATE. INVOICES FROM SUB-CONTACTORS ARE NOT REQUIRED ON PROJECT DRIVEN WORK.

22. In the Supplier Information - Environmental #3, the RFP states, "If applicable, list products in your offering that have any third-party environmental certifications, such as...." Providing an exhaustive list of products in the Proposers offering can result in thousands of items and many pages of information. 1) Do you want a complete list of products that meet these certifications or is it acceptable for the Proposer to provide a brief summary and number of products that have these certifications (e.g. 500 EnergyStar items)? 2) If a complete list is desired, can this be referenced in the proposal but be provided electronically on a separate thumb drive?

SEE QUESTION 9.

23. The term "Contractor" is used in multiple places throughout the RFP. Can you please define "Contractor"?

THE CONTRACTOR MAY BE THE PROPOSER WHO IS AWARDED A CONTRACT AS A RESULT OF THIS RFP OR A CONTRACTOR THAT MAY BE DOING THE INSTALLATION WORK FOR THE CONTRACT HOLDER. AN EXAMPLE IS SHOWN ABOVE IN QUESTION 18, WHERE IN SECTION 3.5.1 THE TERM REFERS TO THE CONTRACT HOLDER.

24. In Section 3.12.1 - Invoices and Payments. 1) Is the information contained on the invoice open for discussion and modification? 2) If so, what fields are required and which fields are optional? 3) Are these invoice requirements specific to Maricopa County or do they pertain to all Participating Agencies?

THESE REQUIREMENTS PERTAIN TO ALL AGENCIES THAT USE THIS CONTRACT. WE MAY BE OPEN TO DISCUSSIONS ON THIS REQUIREMENT.

25. In the pre-proposal conference, it was stated that all questions and requirements need to be responded to immediately following that section in Word document format with confirmation we can perform and any additional comments we might have. However, in section 5.6, Format and Content, that doesn't appear to be mentioned. Can you please clarify the format and content desired?

PLEASE CONFIRM ALL REQUIREMENTS IN SECTION 2.0 AND 3.0 AS PART OF YOUR RESPONSE TO 5.6, FORMAT AND CONTENT, PARAGRAPH 5.6.4, PROPOSAL.

Maricopa County

26. The RFP is 119 pages long. Are we expected to provide back the entire 119 pages which detail our responses therein and keep it to a minimum of 200 pages?

PROPOSERS ONLY NEED TO RESPOND TO SECTIONS 2.0 AND 3.0 (14 PAGES) IN THIS FORMAT.

27. Section 3.0 - Procurement Requirements. Does this entire section apply only to Maricopa County and not apply to other participating agencies?

SECTION 3.0 APPLIES TO MARICOPA COUNTY, BUT OTHER AGENCIES MAY REQUIRE IT ALSO.

28. Throughout the RFP, "Exhibit B" is referenced in the following places: a) Administration Agreement - Section 5.2, b) Exhibit 3 - Section 5.0 – Duties, and c) Maricopa Draft Contract Section 6.3.6 - Incorporation of Documents. It appears there is no Exhibit B in the RFP. Can you provide Exhibit B for review?

THE RFP CONTAINS A MULTITUDE OF DOCUMENTS THAT REFER TO EXHIBITS CONTAINED WITHIN THAT DOCUMENT. FOR EXAMPLE, THE REFERENCE IN THE ADMINISTRATION AGREEMENT, SECTION 5.2 IS REFERRING TO ATTACHMENT B: SALES REPORT FORMAT ON PAGE 65 OF THE RFP.

29. Section 5.6 - Format and Content. In the RFP, the Proposal and Qualifications are listed as separate sections. In the pre-proposal conference, it was mentioned that Proposers should start with the entire RFP (of 119 pages) and respond immediately following the question or requirement including our capabilities and qualifications. Do we need separate proposal and qualification documents? Or are our responses throughout the RFP sufficient?

PLEASE FOLLOW THE FORMAT AND CONTENT OUTLINED IN SECTION 5.6 OF THE RFP. ADDITIONALLY, SEE THE ANSWER TO QUESTION 25.

30. If a Proposer would like to include additional Financial Statements, these can be many pages long. Will this be included in the page limitation or can this be referenced in the proposal and provided electronically on a separate thumb drive?

REFERENCE THIS FILE IN YOUR PROPOSAL AND INCLUDE AS A SEPARATE FILE ONLY IN THE ELECTRONIC REPOSSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

31. Section 1.2 - Wholesale Catalog Discount by Category. There are 19 major categories listed with a blank field for "minimum discount % off list". If the Proposer intends to insert sub-categories with a variety of discounts, must we still fill out the minimum discount on the major category line?

YES.

32. Section 2.4 - Product Categories. The RFP states, "The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply." Can you clarify what you mean by "intent is for each Proposer to submit their complete product line"? Does this mean that Proposers should submit a list of all of their products in their response? If this is desired, can this be provided electronically on a separate thumb drive?

YES. REFERENCE THIS FILE IN YOUR PROPOSAL AND INCLUDE AS A SEPARATE FILE ONLY IN THE ELECTRONIC REPOSSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

Maricopa County

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

Maricopa County

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
IBI HOME DEPOT	JOHN PETTINELLI	609 820 8593	JOHN.PETTINELLI@SUPPLYWORKS.COM	
AFFLINK	Paul Przal	419-350-4831	Przal@afflink.com	YES
CAMFIL	GREG HERMAN	205-482-0909	GREG.HERMAN@CAMFIL.COM	YES
CAMFIL	TRAVIS GEPSON	602-284-5059	TRAVIS.GEPSON@CAMFIL.COM	
Robert Mitchell (FMD)	Robert Mitchell	602-506-2501	Robert.Mitchell@FM.MARICOPA.GOV	
FRANK PATRICK				
U.S. Communities	Mary Pelfrey	704 564 0320	mpelfrey@uscommunities.org	
U.S. Communities	Alexis Turner	214 629 2056	aturner@uscommunities.org	
Applied Industrial Tech	Dan King	614-394-2573	dking@applied.com	YES
HD Supply	Cynde Smith	858-752-4042	cynde.smith@hdsupply.com	YES
HD Supply	Sheila Schnellenberger	703 629 7574	sheila.schnellenberger@hdsupply.com	
Granger	Brooke VandeKamp	602-480-9809	brooke.vandekamp@granger.com	
Granger	Deuse Childress	520 205 2023	Deuse.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

Maricopa County

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)

ATTACHMENT A
EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Applied Industrial Technologies, Inc.
COUNTY VENDOR NUMBER :	W000006778
ADDRESS:	1 Applied Plaza
	Cleveland, Ohio 44115
P.O. ADDRESS:	PO Box 6925, Cleveland, Ohio 44115-2193
TELEPHONE NUMBER:	216-426-4400
FACSIMILE NUMBER:	216-373-5567
WEB SITE:	Applied.com
CONTACT (REPRESENTATIVE):	Daniel King
REPRESENTATIVE'S E-MAIL ADDRESS:	dking@applied.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input checked="" type="checkbox"/>
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>
PAYMENT TERMS. <input checked="" type="checkbox"/> NET 30 DAYS	

1.0 PRICING:			
Wholesale Catalog Discount By Category Industrial		Feb-17	
1.19	<u>Category 19</u>	Industrial Products	Product Category pricing structure is as follows:
		Product Category	Minimum Discount Off Manufactures List
			Average Discount Off Manufactures List
		Bearings	21.50%
		Power Transmission	22.00%
		Safety Products	15.93%
		Industrial Hose, Valves	17.12%
		Hand & Power Tool	12.48%
		General Industrial Products	15.15%
		Industrial Chemical	17.94%
		Lubrication Products	16.07%
		Pneumatic Products	17.11%
		Hydraulic Products	17.04%

1.2	Do you offer a Rebate in lieu of a discount	Y	
	Annual volume from \$500,000 to \$749,999		1.0% of eligible purchases
	Annual volume \$750,000 or greater		1.5% of eligible purchases
	Note: "Eligible Purchases" are those made at standard contract price without additional discounting. All exceptions must be noted		
	on the quote.		

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 an 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 INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Industrial Supplies and Related Services (Installation, Repair, and Renovation) – A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

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

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products, excluding janitorial supplies, 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

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

2.0 SCOPE OF WORK:

2.1 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.

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

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

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 industrial environment and may be any of the following (non-inclusive):

2.2.5.1 Hose Fabrication

2.2.5.2 Hydraulic Repairs

2.2.5.3 Gearbox Repairs

2.2.5.4 Conveyor System Repairs

2.2.5.5 Vulcanizing

2.2.5.6 Rubber Fabrication

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

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

2.2.7 Service Providers (Labor):

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

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- 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 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.

2.4 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)
 - POS (Point-of-sale)

2.5 PRODUCT PRICING:

- 2.5.1 Industrial:

Pricing on Tier I items shall be a fixed percentage (%) off manufacturer list price by Product Category (see Exhibit A). Pricing on all other items shall be a fixed percentage (%) off Applied Catalog List Price (see Exhibit A). A rebate on gross sales shall be paid annually (see Exhibit A). Manufacturer and Applied Catalog price updates will be

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allowed once per year. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

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. If any purchase is not eligible for the annual rebate it shall be noted on the quote provided to the customer.

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 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Applied Maintenance Supplies and Solutions shall be available in three forms: Vendor Managed Inventory, Customer Managed Inventory, and Vending Solutions. There will be no price associated with MSS services with the exception of Vending Solutions, which will incur a 5% markup over the contracted price. For agencies maintaining a minimum spend of \$5,000 per month on vended items, Applied will provide a Helix-type vending machine for the agencies' use free of cost. For agencies implementing MSS Vending Solutions under this threshold, the monthly rental for the vending machine will be determined with the agency at the time of implementation . Title to and ownership of all vending machine and bins shall be and remain in MSS. Title to and ownership of all products under consignment program shall be and remain in MSS until removed.

2.9 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:

2.9.1 Sales Dollars

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

2.9.3 Procurement card (MasterCard or Visa brand)

2.10 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.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.11.2 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.

- 2.11.3 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.
- 2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.11.6.1 Contract Serial number
 - 2.11.6.2 Contractor's name and address
 - 2.11.6.3 Participating Public Agency's name and address
 - 2.11.6.4 Participating Public Agency's purchase order number
 - 2.11.6.5 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 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.

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

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.

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- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
- 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.
- 5.0 **BUILDING SECURITY (KEYS):**
- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
- 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
- 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
- 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.
- 6.0 **SALVAGE:**
- Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.
- 7.0 **INVOICES AND PAYMENTS:**
- Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is 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

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- 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.