Finding P3

Maricopa County and HD Supply Contract

In this finding, please find the following:

a. DCHA Independent Cost Estimate
b. DCHA U.S. Communities Membership Verification
c. Maricopa County MRO Solicitation Advertisement
d. Maricopa County Uniform Procurement Standards Guidance
e. Maricopa RFP Executive Summary HD Supply Award
f. Maricopa County MRO Solicitation Part I
g. Maricopa County MRO Solicitation Part II
h. Maricopa County MRO Solicitation Part III
i. Maricopa County MRO Bid Tabulation
j. Maricopa County MRO Executive Summary HD Supply Contract Award
k. Maricopa County MRO HD Supply Contract
l. DCHA Resolution No. 18_03
m. DCHA HD Supply Contract
n. HUD Handbook IDIQ Contracts

The Maricopa County Office of Procurement Services (U.S. Community Lead Public Agency) issued RFP #16154-RFP on August 4, 2016, to establish a national cooperative contract for Maintenance, Repair, Operating, Industrial Supplies and Related Products in accordance with 2 CFR 200. (Maricopa County of the State of Arizona and HD Supply Contract attached for reference see page 15; 6.27 Uniform Administrative Requirements).
<table>
<thead>
<tr>
<th>Sold-to party</th>
<th>Street Name</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Calendar year</th>
<th>2016</th>
<th>2017</th>
</tr>
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<tr>
<td>3338177 (Warehouse Acct.)</td>
<td>DC H/A Region 2 Potomac PO 217</td>
<td>675 Taylor St NE</td>
<td>Washington</td>
<td>DC</td>
<td>20017</td>
<td>$503,376.17</td>
<td>$447,005.51</td>
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<tr>
<td>Total JIT Property Spend</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,130,970.72</td>
<td>$1,031,873.99</td>
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<tr>
<td>13097639 (Hugh Triggs)</td>
<td>DC Housing Enterprises</td>
<td>337 Ridge Rd SE</td>
<td>Washington</td>
<td>DC</td>
<td>20019</td>
<td>$11,125.21</td>
<td>$10,381.06</td>
</tr>
</tbody>
</table>
Lorry,
We would like 1.7 million a year.

Steve

Nathan, et al,

Attached, please see the information from HD Supply on the agency’s recent history of spend with the company. I requested information from calendar year 2016 and 2017.

Based on this information, please advise how much per year you want a contract with HD Supply. This should include the JIT and warehouse purchases.

Thanks.

Lorry B. Bonds, Esq.
Director, Office of Administrative Services
District of Columbia Housing Authority
1133 North Capitol Street, NE Suite 300
Washington, DC 20002
lbonds@dchousing.org
(202) 535-1212 (office)/(202) 535-2666 (direct)

Good morning,

As promised, I have attached the reporting that you have requested. Please review and confirm that this is what you are needing. In the meantime, I also sent a calendar apt. for the 7th of February. I look forward to meeting with you again and further discussing our
partnership.

Thank you and take care,

Amy Stewart
HD Supply Facilities Maintenance
National Account Manager
State, Local, Education
Phone: 540-628-5850
amy.stewart@hdsupply.com
www.HDsupplySolutions.com
www.uscommunities.org

Confidentiality Notice:
This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at:
http://www.hdsupply.com/email/
Is this what you are looking for? The list of registered staff?

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>E-mail</th>
<th>Title</th>
<th>Address</th>
<th>Phone</th>
<th>Date</th>
<th>Status</th>
<th>Department(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hugh</td>
<td>Triggs</td>
<td><a href="mailto:htriggs@dchousing.org">htriggs@dchousing.org</a></td>
<td>Director Field Opera</td>
<td>1133 north capital st</td>
<td>(202) 535-1231 ext.</td>
<td>09/17/2012</td>
<td>Valid</td>
<td>Housing Authority</td>
</tr>
<tr>
<td>Kim</td>
<td>Allen</td>
<td><a href="mailto:Kallen@dchousing.org">Kallen@dchousing.org</a></td>
<td>Procurement Manager</td>
<td>1133 North Capitol St</td>
<td>(202) 535-2660 ext.</td>
<td>12/18/2017</td>
<td>Valid</td>
<td>Procurement/Purchasing</td>
</tr>
<tr>
<td>Lorry</td>
<td>Bonds</td>
<td><a href="mailto:lbonds@dchousing.org">lbonds@dchousing.org</a></td>
<td>Director Admin Serv</td>
<td>1133 North Capitol St</td>
<td>(202) 535-2660 ext.</td>
<td>12/18/2017</td>
<td>Valid</td>
<td>Admin Office</td>
</tr>
<tr>
<td>Melanie</td>
<td>Williams</td>
<td><a href="mailto:mellinmel40@gmail.com">mellinmel40@gmail.com</a></td>
<td>Contracts &amp; Quality</td>
<td>1133 N. Capitol Street</td>
<td>(202) 535-2745 ext.</td>
<td>10/24/2016</td>
<td>Valid</td>
<td>Office of Capital Progra</td>
</tr>
</tbody>
</table>

Respectfully
Matt East
Program Manager
U.S. Communities

Mobile: 703-402-9929
http://www.uscommunities.org

Notice to recipient: This e-mail is only meant for the intended recipient of the transmission, and may be a confidential communication or a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message from your system. Thank you in advance for your cooperation.

Good afternoon Matt,

I’m trying to locate the email where you sent the log-in information. I thought I saw it, but now I can’t locate it. Was it sent under your name or a generic US Communities notification? Thanks.

Lorry B. Bonds, Esq.
Director, Office of Administrative Services
District of Columbia Housing Authority
1133 North Capitol Street, NE Suite 300
Washington, DC 20002
bondsl@dchousing.org
(202) 535-1212 [office]/(202) 535-2666 [direct]

Morning Lorry,

I am pleased to hear the electronic brochure helped and that you found the meeting useful.

Amy should be able to handle your request I am sure, and of course I can assist where need with HD Supply or other entities you would like to hear from.

Have a great day. Stay warm!

Respectfully
Matt East
Program Manager
U.S. Communities
Good morning Matt,

It was a pleasure meeting you as well last week. Thank you for your note and taking the time to meet with us for a better understanding of the benefits of the US Communities program. The electronic brochure is very helpful as I have already met with Operations staff that tried to steal mine! Now I can share the information with them much easier.

I copied you on the email to Amy Stewart at HD Supply to get the ball rolling on that effort for a new contract. We will certainly keep you in the loop and I’m sure we will be contacting you regarding some of the other entities that are available to provide services for more insight into their scope of work.

Thanks again and have a great day!

Lorry B. Bonds, Esq.
Director, Office of Administrative Services
District of Columbia Housing Authority
1133 North Capitol Street, NE Suite 300
Washington, DC 20002
lbonds@dchousing.org
(202) 535-1212 (office)/(202) 535-2666 (direct)

Good Morning Lorry

I hope this email finds you well. It was pleasure meeting with you and I wanted to take the time to thank you. I am available as a resource if you have any questions regarding our program. I have also attached an electronic brochure which outlines the available contracts under our program.

Please let me know if I can assist regarding the board approval for HD Supply for the $250K threshold. As discussed this contract was competitively bid and should suffice the authorities bidding requirements.

Have a great week.

Respectfully

Matt East
Program Manager
U.S. Communities

Mobile: 703-402-9929
http://www.uscommunities.org
U.S. COMMUNITIES: Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Prod 16154-RFP

August 4, 2016 by purchadmin

Click here to access Request for Proposal 16154-RFP.pdf

Bid Number 16154–RFP
Bid Title MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

Bid Start Date Aug 4, 2016 7:27:21 AM MST
Bid End Date Sep 22, 2016 2:00:00 PM MST
Question & Answer End Date Aug 5, 2016 7:00:00 AM MST

Bid Contact Steve Dahle, Strategic Team Manager
602-506-3450
Sdahle@mail.maricopa.gov

Pre-Bid Conference Sep 1, 2016 9:00:00 AM MST
Attendance is mandatory

Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. (DUE TO SPACE LIMITATIONS VENDORS LIMIT ATTENDANCE TO NO MORE THAN TWO (2) PEOPLE).

Description

Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states,
local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein “Products and Services”). A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services. In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

NOTICE OF SOLICITATION SERIAL 16154-RFP

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

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

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

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MCI-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
Janitorial Services for Seattle Public Utilities (SPU) 2700 Airport Way South Seattle, WA 98134, which includes Maintenance Building, Warehouse Purchasing Building and Meter Building, and three field restrooms located at Foy Pump Station; North East 145th Street and 5th Avenue North East, Bitterlake Pump Station; Linden Avenue North & North 143rd Street Dravis Street Pump Station; at West Dravis Street & 23rd Avenue West – ITB #SPU-Janitorial 72016

July 20, 2016 by Julie Salinas

Click here to access Invitation to Bid #SPU-Janitorial72016.docx

ITB Due Date & Time: 8/19/2016 at 4:00 p.m. PDT
Addendum Q&A: 8/1/2016

Mandatory Site Visit: 7/28/2016 at 3:00 p.m. PDT at 2700 Airport Way South, Seattle, WA 98134

Mandatory Site Visit Attendee List: 7/28/2016

City Buyer: Sara Schutt, 206-684-0456

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #SPU-Janitorial72016

CLOSED-Tactical Electronics for Seattle Police Department, #ITB-POL743

July 19, 2016 by Julie Salinas

Click here to access Invitation to Bid #POL-743.docx

ITB Due Date & Time: 7/26/2016 at 4:00 p.m. PDT

Addendum Q&A: N/A

Optional Pre-Bid Conference/Site Visit: 7/20/2016 at 4:00 p.m. PDT at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: Sara Schutt, 206-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: ITB #POL-743
CLOSED-Individual Patrol Officer Kits (IPOK) #ITB-POL744
July 19, 2016 by Julie Salinas

Click here to access Invitation to Bid #POL744.doc

Bid Due Date & Time: 07/26/2016 at 2:00 p.m. PDT
Addendum Q&A: N/A
Optional Pre-Bid Conference: 7/20/2016 at 3:00 p.m. at 700 5th Avenue, Suite 4112
Pre-Bid Conference Attendees List: N/A
City Buyer: Sara Schutt, 206-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation
Status & Award List: N/A
Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #POL-744

Central Library Exterior Window Cleaning RFP #SPL-2016
July 7, 2016 by purchadmin

Click here to access Request for Proposal #SPL-2016.doc

RFP Due Date & Time: 08/31/2016 at 3:00PM
Addendum Q &A: N/A
Mandatory Pre-Proposal Conference & Site Visit: 07/27/2016 at 8:30AM at the City of Seattle, Central Library, located at 1000 Fourth Avenue, Seattle, WA 98104-1109
Mandatory Pre-Proposal Conference Attendees List: N/A
Evaluation and Award Decisions

Status Update: N/A
Status & Award List: N/A
Executed Contract: N/A

Filed Under: Bids & Proposals, RFP #SPL-2016

CLOSED – Phillips Heartstart, FR3, Automated External Defibrillator ITB #POL-742

July 7, 2016 by purchadmin

Click here to access Invitation to Bid #POL-742.doc

ITB Due Date & Time: 7/22/2016 at 2:00pm
Addendum Q&A: 7/18/16
Optional Pre-Bid Conference: 7/12/2016 at 3:00pm – 4:00pm at 700 5th Avenue, Suite 4112, Seattle, Room 4110.
Pre-Bid Conference Attendees List: N/A
City Buyer: Sara Schutt, 206-684-0456

Evaluation and Award Decisions

Status Update: N/A
Status & Award List: N/A
Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #POL-742

Fall Protection System Maintenance

http://thebuyline.seattle.gov/category/bids-and-proposals/
& Training Services ITB #SCL-3612

Click here to access Invitation to Bid #SCL-3612.doc

ITB Due Date & Time: 08/09/2016 at 2:00 PM

Addendum Q & A: 07/13/16

Optional Pre-Bid Conference: 07/12/2016 at 10:00 AM. Pre-Bid conference to be held at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle
Conference Call Option Available

Join Skype Meeting

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone
206-386-1200 (US) English (United States)
844-386-1200 (US) English (United States)
Find a local number

Conference ID: 403516

Pre-Bid Conference Attendees List: N/A

City Buyer: Presley Palmer, 206-233-7158

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #SCL-3612

CLOSED – SCL Connectors, Wedge Taps, Stirrups, Wedge Slices ITB #SCL-3575
Click here to access Invitation to Bid #SCL-3575.doc

ITB Due Date & Time: 07/22/16 at 2:00 PM

Addendum Q&A: N/A

Optional Pre-Bid Conference: 06/28/16 at 10:00 AM at 700 5th Avenue, Suite 4112, Seattle.

Pre-Bid Conference Attendees List: N/A

City Buyer: Presley Palmer, 206-233-7158

Evaluation and Award Decisions

Status Update: Intent to Award

Status & Award List: Bid Tab and Intent to Award Letter

Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #SCL-3575

CANCELLED-Governance, Risk and Compliance (GRC) Software and Implementation Services RFP #DIT-3604

May 26, 2016 by purchadmin

Click here to access Request for Proposal #DIT-3604.docx RFP CANCELLED

RFP Due Date & Time: 6/27/16 at 2:00 PM PST

Addendum Q&A: 06/24/2016 RFP CANCELLED

Optional Pre-Proposal Conference: 6/7/2016 at 10:00 AM at 700 5th Avenue, Suite 4112, Seattle, WA.

Click à Join Skype Meeting from your computer to join using your headset
or

Join by phone

206-386-1200 (US)  English (United States)
844-386-1200 (US)  English (United States)

Find a local number

Conference ID: 6336684
Forgot your dial-in PIN? [Help]

Pre-Proposal Conference Attendees List: N/A

City Buyer: Presley Palmer, 206-233-7158

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: Bids & Proposals, RFP #DIT-3604

CLOSED-Bike Share Equipment and Operations Program RFP #TRN-3599

May 19, 2016 by purchadmin

Click here to access Request for Proposal #TRN-3599.docx

RFP Due Date & Time: Friday, July 15, 2016 at 3:00 p.m. PST

Addendum Q&A: 07/12/2016

Pre-Proposal Conference Attendance: 06/01/2016

Contact information for individuals interested in participating via Conference Call in the Optional Question and Answer session scheduled for Friday, June 10, 2016 at 10:00AM (Pacific) is as follows:

Join Skype Meeting

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.
Evaluation and Award Decisions

Bids Received Log: 07/15/2016

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

(Filed Under: Bids & Proposals, RFP TRN#3599)
AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
Solicitation 16154- RFP

STATE OF HAWAII

City and County of Honolulu

Doc. Date: AUG 19 2016  # Pages: 1

Notary Name: Patricia K. Reese

Doc. Description: Affidavit of Publication

Barbara Suzuki, being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:
08/08, 08/09, 08/10, 08/11, 08/12, 08/13, 08/14/2016

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Barbara Suzuki

Subscribed to and sworn before me this 19th day of August, A.D. 2016

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

My commission expires: Oct 07, 2018

Ad # 000901960

SP.NO.: L.N.
STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, Michelle Ropp, being first duly sworn, depose and say that I am a Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS
U.S. Communities; Bid Location Jersey City, NJ, Hudson County; Due 09/22/2016 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

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<tr>
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</tr>
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<tbody>
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<tr>
<td>8/19/2016</td>
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<tr>
<td>8/22/2016</td>
</tr>
</tbody>
</table>

State of Oregon
County of Multnomah

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

Michelle Ropp
Notary Public-State of Oregon

OFFICIAL STAMP
FELICIA MARIE DELGATTO
NOTARY PUBLIC - OREGON
COMMISSION NO. 334768
MY COMMISSION EXPIRES JANUARY 26, 2019

Alexis Turner
U.S. Communities
108 Christopher Columbus Dr Apt 206
Jersey City, NJ 07302-8546

Order No.: 11134989
Client Reference No:
ERROR: undefined
OFFENDING COMMAND: 1

STACK:
619.537
465.577
§200.317  Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

see 200.318 through 200.326 verification references below

§200.318  General procurement standards.
Procurement Standards
(http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1)

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.


§200.319 Competition.
(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;

2. Requiring unnecessary experience and excessive bonding;

3. Noncompetitive pricing practices between firms or between affiliated companies;
<table>
<thead>
<tr>
<th>Procurement Standards (<a href="http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1">http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1</a>)</th>
<th>Maricopa County Policy/Contract Template Reference</th>
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<tbody>
<tr>
<td>(4) Noncompetitive contracts to consultants that are on retainer contracts;</td>
<td>MC1 - 406, 407, 408</td>
</tr>
<tr>
<td>(5) Organizational conflicts of interest;</td>
<td>MC1 - Article 12, Conflict of Interest contract clause</td>
</tr>
<tr>
<td>(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and</td>
<td>MC1 - 404</td>
</tr>
<tr>
<td>(7) Any arbitrary action in the procurement process.</td>
<td>MC1 - 323, MC1 - 334</td>
</tr>
</tbody>
</table>
(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.


§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.
(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
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<tbody>
<tr>
<td>1</td>
<td>Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;</td>
<td>MC1 - 328, 329, 330</td>
</tr>
<tr>
<td>2</td>
<td>Proposals must be solicited from an adequate number of qualified sources;</td>
<td>MC1 - 328, 329, 330</td>
</tr>
<tr>
<td>3</td>
<td>The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;</td>
<td>MC1 - 328, 329, 330, 334</td>
</tr>
<tr>
<td>4</td>
<td>Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and</td>
<td>MC1 - 334, 339</td>
</tr>
</tbody>
</table>
(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;
(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;  

MC1 - 349, 352, 353

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

MC1 - 349, 352, 353, 1008

(4) After solicitation of a number of sources, competition is determined inadequate.

MC1 - 352


§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  

See below
(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.323  Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.
(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
## Procurement Standards

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

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<tr>
<td>MC1 - 1008, Right to Audit and Records contract clauses</td>
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</table>
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be
Procurement Standards
(http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).
(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
(K) See §200.322 Procurement of recovered materials. (A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)
MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS

Executive Summary

Lead Agency: Maricopa County, AZ
Solicitation: 16154-RFP

RFP Issued: August 4, 2016
Pre-Proposal Date: September 1, 2016

Response Due Date: September 22, 2016
Proposals Received: #5

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

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

The solicitation included cooperative purchasing in Section 1.0 Introduction, Background and Intent – 1.1 Master Agreement:

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

And Section 1.0 Introduction, Background and Intent – 1.4 U.S. Communities:

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

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

- The Honolulu Star, HI
- Daily Journal of Commerce, OR
- ONVIA
- Merx.com
- U.S. Communities - Website
On September 22, 2016 proposals were received from the following offerors:

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

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

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

Contract includes:

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

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

Term:

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

Pricing/Discount: Discount off catalog.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/hd-supply
Solicitation 16154-RFP

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

Bid Designation: Public

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

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

Bid Start Date Aug 4, 2016 7:27:21 AM MST
Bid End Date Sep 22, 2016 2:00:00 PM MST
Question & Answer End Date Aug 5, 2016 7:00:00 AM MST

Bid Contact
Steve Dahle
Strategic Team Manager
602-506-3450
Sdahle@mail.maricopa.gov

Pre-Bid Conference
Sep 1, 2016 9:00:00 AM MST
Attendance is mandatory
Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 1, 2016 AT 9:00 AM ARIZONA TIME, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. (DUE TO SPACE LIMITATIONS VENDORS LIMIT ATTENDANCE TO NO MORE THAN TWO (2) PEOPLE).

Addendum #1

New Documents
16154-QUESTIONS AND ANSWERS 09-08-16.docx
16154-Solicitation Addendum 1 09-08-16.doc
16154-PRE-PROPOSAL SIGN IN 09-01-16.pdf

Removed Documents
16154-Solicitation.doc

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
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

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:


_________________________  ______________________
Signature                  Date

9/8/2016 9:36 AM
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## NOTICE

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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
City and County of Denver, CO
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Nassau BOCES, NY
North Carolina State University, NC
City of Ocean City, NJ
Onondaga County, NY
Port of Portland, OR
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.
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
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.
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.
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).
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.
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
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)
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.
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
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 Dahlke, Strategic Procurement Officer, 602/506-3450
(sdaleh@email.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

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

5.4 EXCEPTIONS TO THE SOLICITATION:
The Respondent shall identify and list all exceptions taken to all sections of 16154–RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent’s exception under the heading, “Exception to the PROPOSAL Solicitation, SERIAL 16154-RFP.” Exceptions that surface elsewhere and that do not also appear under the heading, “Exceptions to the PROPOSAL 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)
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
ATTACHMENT A-1

PRICING ANALYSIS WORKBOOK

SEE EXCEL FILE 16154-ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK
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](http://www.maricopa.gov/procurement) AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

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ATTACHMENT C PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL:

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   TELEPHONE: __________________________ E-MAIL ADDRESS: __________________________

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5. COMPANY NAME: __________________________
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## ATTACHMENT C-1 SERVICES

### RESPONDENT'S REFERENCES

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1. **COMPANY NAME:**
   
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   PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:

   

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   **CONTACT PERSON:**
   
   **TELEPHONE:**
   
   **E-MAIL ADDRESS:**

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   PROVIDE THE DOLLAR AMOUNT AND A DESCRIPTION OF THE SERVICES PROVIDED:
## ATTACHMENT D

### RETAIL STORES AND WAREHOUSE LOCATIONS

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ATTACHMENT E
U.S. COMMUNITIES INFORMATION AND REQUIREMENTS

SUPPLIER QUALIFICATIONS COMMITMENTS
U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS
SUPPLIER WORKSHEET
NEW SUPPLIER IMPLEMENTATION CHECKLIST
SUPPLIER INFORMATION
SUPPLIER QUALIFICATIONS COMMITMENTS

1.0 SUPPLIERS

1.1 Commitments

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

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

1.2 Corporate Commitment

1.2.1 The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

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

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

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

1.2.5 Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

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

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

1.2.8 Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.
1.3 **Pricing Commitment.**

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

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

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

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

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

1.3.3 Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

1.3.4 Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

1.3.4.1 Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

1.3.4.2 Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
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.
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.
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) ________________

9/8/2016 9:38 AM  p. 38
# New Supplier Implementation Checklist

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

<table>
<thead>
<tr>
<th>NUMBER OF SALES REPRESENTATIVES</th>
<th>CITY</th>
<th>STATE</th>
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<tbody>
<tr>
<td>13</td>
<td>Phoenix</td>
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<td>6</td>
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<td>AZ</td>
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<td>CA</td>
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<td>5</td>
<td>Sacramento</td>
<td>CA</td>
</tr>
<tr>
<td>3</td>
<td>Fresno</td>
<td>CA</td>
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<tr>
<td></td>
<td>Etc.</td>
<td>Etc.</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015</th>
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</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>Cities</td>
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<td>Higher Education (Public/Private)</td>
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<tr>
<td>States</td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
</tr>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>Private Sector</td>
</tr>
<tr>
<td>Total Supplier Sales</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment</td>
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<tr>
<td>------------------------</td>
</tr>
<tr>
<td>Cities</td>
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<tr>
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<tr>
<td>K-12 (Public/Private)</td>
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<tr>
<td>Higher Education (Public/Private)</td>
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</tr>
<tr>
<td>Private Sector</td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
</tr>
</tbody>
</table>

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

4. If applicable, does your company have a chemicals policy? Do you restrict any chemicals of concern in your products beyond what is required by federal and state laws? Does your company label products that are on the California Prop 65 list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm?

5. Does your company label any products in your offering that are free of chemicals of concern, such as mercury, lead, PVC (vinyl), phthalates, flame retardants, neonic pesticides, etc. If yes, describe what you do in this area.

6. Does your company provide links to products’ SDS/MSDS sheets and/or Health Product Declaration or Environmental Product Declaration Forms?

7. Describe your company’s recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company’s efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

8. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

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

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.
EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

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

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

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

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agenciesupport@BidSync.com
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)
EXHIBIT 3

DRAFT CONTRACT

SEE WORD DOCUMENT 16154-EXHIBIT 3 DRAFT CONTRACT
EXHIBIT 4
INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<td>Fax:</td>
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<td>Insurer B</td>
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<td>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claim.</td>
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<td>EXCESS LIABILITY</td>
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<td>WORKERS COMPENSATION</td>
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<tr>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER</td>
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<tr>
<td>(Mandatory in N/A)</td>
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<tr>
<td>VERY IMPORTANT:</td>
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<tr>
<td>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be affixed if more space is required)</td>
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<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>CANCELLATION</th>
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<tbody>
<tr>
<td>Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative</td>
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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.
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

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

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.
EXHIBIT 7

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.
1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or 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 tradeshows and by providing online tools to Supplier's sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier’s Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.
(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, publicly perform, publicly display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 **Breach of Supplier’s Representations and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-
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@ucommunities.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:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

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.
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: 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]
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:
ATTACHMENT A

MASTER AGREEMENT

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

#### Appendix B - US (Data Format)

<table>
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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:**


**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

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Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Lae
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Milikini
Mountain View
Naalehu
Niihau
Ocean View
Ookala
Paauhau
Paaulu
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepekeeo
Princeville
Pualani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volcano
Wahiawa
Waiulu
Waianae
Waikoloa
Walluu
Waimanalo
Waimea
Walapa
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Haleiwa College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honoaulu Community College
Kapolei Community College
Kauai Community College
Leeward Community College
Maki Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College
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
WAIAINAE 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
ALOCHOLIC 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
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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<td>CANYONVILLE CHRISTIAN ACADEMY</td>
<td>MITCH CHARTER SCHOOL</td>
</tr>
<tr>
<td>OUR LADY OF THE LAKE SCHOOL</td>
<td>REALMS CHARTER SCHOOL</td>
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<tr>
<td>NYSSA SCHOOL DISTRICT NO. 26</td>
<td>BAKER SCHOOL DISTRICT 5-J</td>
</tr>
<tr>
<td>ARLINGTON SCHOOL DISTRICT NO. 3</td>
<td>PHILOMATH SCHOOL DISTRICT</td>
</tr>
<tr>
<td>LIVINGSTONE ADVENTIST ACADEMY</td>
<td>CLACKAMAS EDUCATION SERVICE DISTRICT</td>
</tr>
<tr>
<td>Santiam Canyon SD 129J</td>
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<tr>
<td>WEST HILLS COMMUNITY CHURCH</td>
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<tr>
<td>CANBY SCHOOL DISTRICT</td>
<td>CULVER SCHOOL DISTRICT NO.</td>
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<tr>
<td>OREGON TRAIL SCHOOL DISTRICT NO.46</td>
<td>JEFFERSON COUNTY SCHOOL DISTRICT 509-J</td>
</tr>
<tr>
<td>WEST LINN WILSONVILLE SCHOOL DISTRICT</td>
<td>GRANTS PASS SCHOOL DISTRICT 7</td>
</tr>
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<td>MOLALLA RIVER SCHOOL DISTRICT NO.35</td>
<td>LOST RIVER JR/SR HIGH SCHOOL</td>
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<tr>
<td>ESTACADA SCHOOL DISTRICT NO.108</td>
<td>Klamath Falls City Schools</td>
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<tr>
<td>GLADDSTONE SCHOOL DISTRICT</td>
<td>LANE COUNTY SCHOOL DISTRICT 4J</td>
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<td>ASTORIA SCHOOL DISTRICT 1C</td>
<td>SPRINGFIELD SCHOOL DISTRICT NO.19</td>
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<td>SEASIDE SCHOOL DISTRICT 10</td>
<td>CRESWELL SCHOOL DISTRICT</td>
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<td>NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT</td>
<td>SOUTH LANE SCHOOL DISTRICT 45J3</td>
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<td>VERNONIA SCHOOL DISTRICT 47J</td>
<td>LANE COUNTY SCHOOL DISTRICT 69</td>
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<td>SOUTH COAST EDUCATION SERVICE DISTRICT</td>
<td>Siuslaw School District</td>
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<tr>
<td>COOS BAY SCHOOL DISTRICT NO.9</td>
<td>SWEET HOME SCHOOL DISTRICT NO.55</td>
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<td>COOS BAY SCHOOL DISTRICT</td>
<td>LINN CO. SCHOOL DIST. 95C - SCIO SD</td>
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<td>NORTH BEND SCHOOL DISTRICT 13</td>
<td>ONTARIO MIDDLE SCHOOL</td>
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<td>COQUILLE SCHOOL DISTRICT 8</td>
<td>Gervais School Dist. #1</td>
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<tr>
<td>MYRTLE POINT SCHOOL DISTRICT NO.41</td>
<td>North Santiam School District 29J</td>
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<td>BANDON SCHOOL DISTRICT</td>
<td>Jefferson School District</td>
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<tr>
<td>BROOKING HARBOR SCHOOL DISTRICT NO.17-C</td>
<td>Salem-Keizer Public Schools</td>
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<tr>
<td>REDMOND SCHOOL DISTRICT</td>
<td>Multnomah Education Service District</td>
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<tr>
<td>DESCHUTES COUNTY SD NO.6 - SISTERS SD</td>
<td>Gresham-Barlow School District No. 2</td>
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<tr>
<td>DOUGLAS EDUCATION SERVICE DISTRICT</td>
<td>Dallas School District No. 13</td>
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<tr>
<td>ROSEBURG PUBLIC SCHOOLS</td>
<td>Central School District 13</td>
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<tr>
<td>GLIDE SCHOOL DISTRICT NO.12</td>
<td>St. Mary Catholic School</td>
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<tr>
<td>SOUTH UMPQUA SCHOOL DISTRICT #19</td>
<td>Crossroads Christian School</td>
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<tr>
<td>YONCALLA SCHOOL DISTRICT NO.32</td>
<td>St. Anthony School</td>
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<tr>
<td>EKTON SCHOOL DISTRICT NO.34</td>
<td>Pedee School</td>
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<tr>
<td>DOUGLAS COUNTY SCHOOL DISTRICT 116</td>
<td>Heritage Christian School</td>
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<tr>
<td>HOOD RIVER COUNTY SCHOOL DISTRICT</td>
<td>Bend-La Pine School District</td>
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<td>PHOENIX-TALENT SCHOOL DISTRICT NO.4</td>
<td>Glendale School District</td>
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<td>CENTRAL POINT SCHOOL DISTRICT NO. 6</td>
<td>Lincoln County School District</td>
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<td>JACKSON CO SCHOOL DIST NO.9</td>
<td>Portland Public Schools</td>
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<tr>
<td>ROGUE RIVER SCHOOL DISTRICT NO.35</td>
<td>Reynolds School District</td>
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<tr>
<td>MEDFORD SCHOOL DISTRICT 549C</td>
<td>Centennial School District</td>
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<td></td>
<td>Nobel Learning Communities</td>
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<td></td>
<td>St. Stephen's Academy</td>
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<td>McMinnville Adventist Christian School</td>
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<tr>
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<td>Salem-Keizer 24J</td>
</tr>
</tbody>
</table>
McKay High School
Pine Eagle Charter School
Waldo Middle School
OAKLAND SCHOOL DISTRICT 001
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Madeleine School
Union School District
Helix School District
Riddle School District
Molalla River School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
LUCKIAMUTE VALLEY CHARTER SCHOOLS
Deer Creek Elementary School
Yamhill Carlton School District
HARRISBURG SCHL DIST
CENTRAL CURRY SCHL DIST#1
BNAI BRITH CAMP
OREGON FOOD BANK
HOSANNA CHRISTIAN SCHL
ABIQUA SCHL
Salem keizar school district
Athena Weston School District 29RJ
Butte Falls School District
Bend International School
Imbler School District #11
monument school
PENDLETON SCHOOL DISTRICT #16R
Ohara Catholic School
Reynolds High School
St. Paul School District
Sabin-Schellenberg Technical Center
St Paul Parish School
Joseph School District
EagleRidge High School
Grant Community School
Hope chinese charter
Northwest Academy
Sunny Wolf Charter School
MCKENZIE SCHOOL DISTRICT 068
L'Etoile French Immersion School
LA GRANDE SCHOOL DISTRICT 001
Marist Catholic High School
Springfield Public Schools
Elgin school dist.
PLEASANT HILL SCH DIST #1
Ukiah School District 80R
Lake Oswego Montessori School
North Powder Charter School
Siletz Valley School
French American School
Mastery Learning Institute
North Lake School District 14
Early College High School
GILLIAM COUNTY OREGON
UMATILLA COUNTY, OREGON
DOUGLAS ELECTRIC COOPERATIVE, INC.
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coops county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
Mckenzie Personnel Services
Washington County Facilities & Park Services
Multnomah County Department of Community Justice
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Multnomah County Dept of County Assets
Wheeler County
Resource Connections of Oregon
Lane County Sheriff's Office
Clatsop County Sheriff's Office
Harney County Community Corrections
Clackamas County Juvenile Dept
Columbia Basin Care Facility
City of Seaside Police Department
Tamarack Aquatic Center
Seven Feathers Casino
Oliver P Lent PTA
Willamette Valley Rehab Center
St Paul Baptist Church
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Sweet Home United Methodist Church
Cedar Hills Baptist Church
Good Samaritan Ministries
Unitarian Universalist Church in Eugene
Emmanuel Bible Church
La Pine Chamber of Commerce
Klamath Siskiyou Wildlands Center
Farmworkers Housing Development Corporation
World Forestry Center
Oregon Farm Bureau
Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation
Western Environmental Law Center
Oregon District 7 Little League
Mercy Flights, Inc.
Metropolitan Contractor Improvement Partnership
The Christian Church of Hillsboro
Oregonb
Congregation Neveh Shalom
My Fathers House
Step Forward Activities Inc

Henry Trinity Greek Orthodox Cathedral
MECOP Inc.
Workforce Northwest Inc
Lane Arts Council
Intergral Youth Services
Children Center At Trinity
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast
Oregon, Inc.
St Mark Presbyterian Church
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Garten Services Inc
Merchants Exchange of Portland,
Oregon
Coalition for a Livable Future
West Salem United Methodist
Central Oregon Visitors Association
Soroptimist International of Gold Beach,
OR
Real Life Christian Church
Dayton Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion &
Polk Counties
The Ross Ragland Theater and Cultural
Center
Cascade Health Solutions
Umpqua Community Health Center

ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
Independent Development Enterprise
Alliance
MID-WILLAMETTE VALLEY COMMUNITY
ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGE 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
FOUNDATION 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 FOUR SQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL
FOUNDATION
The Blosser Center for Dyslexia Resources
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
BLACKLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT ‘N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUUSEUM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy

GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT
APPRENTICESHIP & TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
ROGUE FEDERAL CREDIT UNION
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
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
QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH

ADDITIONS 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
CANY 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.
CASCADE 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
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.

FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God’s Children International
FARMWORKER HOUSING DEVELOPMENT CORPORATION
UMQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL

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

EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Housing Development Center
Hoodview Christian Church
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Eugene Builders Exchange
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Friends of the Opera House
Jackson-Josephine 4-C Council
North Coast Family Fellowship
P E C I
Childwork Learning Center
Portland Schools Alliance
New Artists Performing Arts Productions, Inc.
Relief Nursery
St. Mary's Episcopal Church
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
Lincoln City Chamber of Commerce
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and Community Development
SEED OF FAITH MINISTRIES
Hermiston Christian Center & School
SALEM FREE CLINICS
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
OREGON SCHOOL BOARDS ASSOCIATION
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coalition, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
Winding Waters Medical Clinic
First Baptist Church
The Nature Conservancy, Willamette Valley Field Office
Serenity Lane Health Services
Portland Community Reinvestment Initiatives, Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
The Collins Foundation
Prince of Peace Lutheran Church & School
NEDCO
Salem Evangelical Church
Wild Lilac Child Development
Community
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Jesus Prayer Book
Coalition Of Community Health
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE
COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholic Church
Access Inc
Community Learning Center
Old Mill Center for Children and
Families
Sunny Oaks Inc
Hospice Center Bend La Pine
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
CARE OREGON
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Solid Rock
West Chehalem Friends Church
Guide Dogs For The Blind
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian &
Missionary Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
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 WILLOMETTE VALLEY HABITAT FOR HUMANITY
FAIRFIELD BAPTIST CHURCH
Sexual Assault Support Services
Neskowin Valley School
RON WILSON CENTER FOR EFFECTIVE LIVING INC
St. Joseph Shelter
The Inn Home for Boys, Inc.9138
MCKENZIEWATERSHED COUNCIL
MENNONITE HOME OF ALBANY INC
Oregon Technical Assistance Corporation
Oregon And Southern Idaho Laborers Employers Training School
New Life Fellowship Church of God
Gladstone Senior Center
Education Travel & Culture, Inc.
Rural Development Initiatives
Jason Lee Manor/UMRC
Jesus Pursuit Church
YMCA of Marion and Polk Counties
PacificSource Health
Faith Christian Fellowship
Brookings Elks Lodge
Tualatin Lacrosse Club

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

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

Southwestern Oregon Public Defender Services, Inc.
Albertina Kerr Centers
Dufur Christian Church
St. Matthew Catholic School
Serendipity Center Inc
CASA of Marion County
Westside Church of Christ Inc
Northwest Family Services
Network Charter School
Ride Connecton
Parenting Now!
Christian Church of Woodburn Verde
Native American Youth and Family Center Early College Academy
USO Northwest
Norkenzie Christian Church
Little Flower Development Center
TLO Farms
Evergreen Wings and Waves
Ascension Episcopal Parish
Center for Family Development
West Salem Foursquare Church
Good Samaritan Ministry
Grace Lutheran Church of Molalla
HOPE LUTHERAN CHURCH
Mount Pisgah Arboretum
Lower Columbia Estuary Partnership
Mt Hood Hospice
Opportunity Foundation of central Oregon
Constructing Hope
Sprinkfield Elks #2145
Abuse Recovery Ministry & Services
Oasis Shelter Home
Nehalem Bay House
p:ear
Health Share of Oregon
St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
NW Sport Fishing
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community
Foundation
Legal Aid Services of Oregon LITC
Williamette Valley Babe Ruth
Center For Continuous Improvement
Northwest Center for Alternatives to
Pesticides
The Followers of Christ Church of
Oregon City
SEIU Local 49
Emerald Media Group
West Hills Christian School
Trillium Sprigs
Western Arts Alliance
Youth Dynamics
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Bethlehem Christian Pre-School
Historical Outreach Foundation
Teras Interventions and Counseling Inc
Brooklyn Primary PTO
Mountain View Academy
Salem Area Chamber of Commerce
First Congregational Chrch
OREGON STATE FAIR
Ronald McDonald House Charities of
Oregon & Southwest Washington
Center for Human Development
Bridges to Change
DePaul Treatment Centers, Inc.
Ministerio International Casa
New Paradise Worship Center
Mission Increase Foundation
Curry Public Transit Inc
THREE RIVERS CASINO
Brookings Harbor Christian School
Bethesda Lutheran Church
Legacy Mt. Hood Medical Center
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC
CENTER
Portland Yacht Club
League of Women Voters
Oregon & Southern Idaho District
Council of Laborers'
Portland Police Sunshine Division
Curry Health Network
United Way of Lane County
Unithed Way
Community Energy Project
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Santiam Assembly of God
CASCADES WEST FINANCIAL SERVICES
IN
Kilchis House
Calvary Assembly of God
Lake Grove Presbyterian Church
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Oregon Coast Aquarium, Inc.
HOPE POINT CHURCH
Unitus Community Credit Union
St John the Baptist Greek Orthodox
Church
COLUMBIA PACIFIC ECONOMIC
DEVELOPMENT DISTRICT OF OREGON
St Andrews Presbyterian
Oregon Rural Electric Cooperative
Association
THE MILL CASINO
Oregon State University
Treasure Valley Community College
University of Oregon
OREGON UNIVERSITY SYSTEM
University of Western States
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Maryhurst University
Corban College
Oregon Center For Advanced T UNIVERSITY OF PORTLAND
Portland Actors Conservatory
University Of Oregon Athletics Department
Ecola Bible School
Beta Omega Alumnae
Oregon Institute of Technology
EASTERN OREGON UNIVERSITY
Clackamas River Water Providers
eickhoff dev co inc
Cornerstone Association Inc
The Klamath Tribe
advocate care
Cannon Beach Fire
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER
OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
GRANTS PASS MANAGEMENT SERVICES, DBA
SPIRIT WIRELESS
Kartini Clinic
Astra
Beit Hallel
Cvalco
Elderhealth and Living
OREGON CORRECTIONS ENTERPRISES
OREGON STATE HOSPITAL
OFFICE OF PUBLIC DEFENSE SERVICES
Clatskanie People's Utility District
PIONEER COMMUNITY DEVELOPMENT
MARION COUNTY HEALTH DEPT
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pghma/Cathie Bourne
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
Sphere MD
BIENESTAR, INC.
sunrise water authority

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

SUNSET EMPIRE PARK AND RECREATION

SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
OAK LODGE SANITARY DISTRICT
Boardman Rural Fire Protection District
Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
Clatskanie RFPD
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF Siuslaw
CHEHALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
MID COLUMBIA COUNCIL OF GOVERNMENTS
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
CLACKAMAS RIVER WATER
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
Port of Hood River
La Pine Park & Recreation District
Brookings- Harbor School District 17c
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Bend Park and Recreation District
Port of Garibaldi
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation
City of Monmouth / Public Works
McMinnville Police Department
City of Sublimity
City of Central Point Parks and Recreation
Gearhart Fire Department
Woodburn City Of
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
Gresham Police Department
City of Harrisburg
Gladstone Public Library
City of Portland Parks Bureau
Seaside Fire & Rescue
City Of North Bend
City of Union
City of Nehalem
City of Richland
CITY OF LINCOLN CITY
City of Donald
City of Milton-Freewater
CITY OF SCIO
City of Forest Grove
City Government
City of Mt. Angel
Albany Police Department
Umatilla Electric Cooperative
WATER ENVIRONMENT SERVICES
Polk County Fire District No.1
Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON
OR INT’L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESHUTES COUNTY RFPD NO. 2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
PACIFIC STATES MARINE FISHERIES COMMISSION
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue
Lake Chinook Fire & Rescue
Clackamas County Water Environment Services
Amity Fire District
CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMUKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
Oregon Coast Community College
Clatsop Community College
North Portland Bible College
OREGON COMMUNITY COLLEGE ASSOCIATION
Teacher Standards and Practicess Commission
Salem Keizer School District Purchasing
Kdvr Channel 12
Opta Oregon Permit Technician
Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
OREGON DEPT. OF CORRECTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Board of Massage Therapists
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
OREGON DEPARTMENT OF HUMAN SERVICES
Oregon Air National Guard
Training & Employment
State of Oregon - Department of Administrative Services

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

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

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
EXHIBIT 10

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.
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 Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

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

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

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

3.6 TAX: (SERVICES)

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

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.
3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA’s)

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

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

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

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

4.0 AVAILABILITY OF FUNDS;

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

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

5.0 DUTIES;

5.1 The Contractor shall perform all duties stated in Exhibit “B”, Task Order or as otherwise directed in writing by the Procurement Officer.
6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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 therefrom, 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
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.
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
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
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/exexecorders/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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a
government entity (Federal, State or local) with commission of any of the
offenses enumerated in paragraph (2) of this certification; and

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

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

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

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

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

6.25 INFLUENCE

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

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

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

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

If a Person attempts to influence any employee or agent of Maricopa County, the Chief
Procurement Officer, or his designee, reserves the right to seek any remedy provided by the
Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided
by this contract.
6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

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

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

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

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

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

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

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

6.28 AUDIT DISALLOWANCES;

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

6.29 OFFSET FOR DAMAGES;

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

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

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other 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
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 than a submittal from a competitor?

   THE COUNTY RESERVES THE RIGHT TO AWARD IN TOTAL OR BY CATEGORY OR by LINE ITEM.

3. Through retail most items will be picked up, delivery if requested can be accommodated with potential charges identified prior to the completion of an order – is that acceptable as long as it is explained clearly?

   YES, IF THE ORDERING AGENCY APPROVES THE DELIVERY.

4. Regarding 3.7 – installation services normally carry a one year workmanship warranty, but product warranties are normally through the manufacturer. Will that be considered in a submittal as long as it is explained clearly?

   YES.

5. On background checks, in some instances would the County consider the detailed background check process utilized by the offerer in lieu of additional background checks?

   NO, IF THE PERSONNEL WILL BE ENTERING AND WORKING ON COUNTY FACILITIES.

6. Exhibit 9 and 10 – It is understood the intent of the Exhibits for the FEMA requirements associated with Exhibit 9, and the Exhibit 10 Community Development Block Grant Addendum, will be addressed on an as needed basis directly with FEMA or another federally funded request for an individual order. Inclusion of Exhibit 9 and Exhibit 10 does not mean automatic compliance as a result of the contract award by Maricopa. Please confirm

   THE FEMA TERMS AND CONDITIONS ADDENDUM AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADDENDUM ARE INCLUDED IN EXHIBITS 9 AND 10, RESPECTIVELY, TO ALLOW PARTICIPATING PUBLIC AGENCIES TO UTILIZE THE CONTRACT IN THE EVENT OF AN EMERGENCY WHERE FEMA FUNDS ARE USED OR IN THE EVENT THAT CDBG FUNDS ARE USED. THE FEDERAL GOVERNMENT REQUIRES THESE TERMS AND CONDITIONS WHEN UTILIZING FEMA OR CDBG FUNDS. IT IS UP TO THE SUPPLIER TO ASK THE PARTICIPATING PUBLIC AGENCY IF IT IS USING FEMA OR CDBG FUNDING TO SEE IF THESE OBLIGATIONS DO IN FACT APPLY.

7. What type of response would the County be considering regarding substitutes on the requested market basket? For example, in particular the Zep and the Home Depot Supply brand liners. We have functional subs but there is no place on the spreadsheet to notate.

   RESPOND WITH THE EQUAL QUALITY ITEM YOU CARRY. ADD AN ADDITIONAL ROW UNDER THE ITEM AND EXPLAIN THE SUBSTITUTION, MAKING SURE TO PROVIDE
THE SUBSTITUTE PRODUCT MANUFACTURER NAME, MANUFACTURER PRODUCT NUMBER, AND PRODUCT DESCRIPTION IN THIS EXTRA ROW. THE COUNTY SHALL BE THE SOLE JUDGE IN DETERMINING THE PRODUCT ACCEPTABILITY OF ALL "SUBSTITUTES".

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

THIS REQUIREMENT APPLIES TO WHOLESALE ONLY.

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

UNDER ATTACHMENT E, SUPPLIER INFORMATION SECTION, ENVIRONMENTAL, QUESTION 3: PLEASE INDICATE IN THE BODY OF YOUR RESPONSE WHETHER YOUR COMPANY HAS THE ABILITY TO PROVIDE PRODUCTS THAT CARRY ANY OF THE CERTIFICATIONS OUTLINED. IF APPLICABLE, PLEASE LIST THOSE PRODUCTS AND THE CERTIFICATIONS THEY CARRY IN A SEPARATE FILE. INCLUDE THIS FILE ONLY IN THE ELECTRONIC RESPONSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.

10. Is it required to provide a list of all locations for the Retail offering or is it acceptable to provide a number of locations by state?

PLEASE PROVIDE BY STATE AS REQUESTED IN ATTACHMENT D.

11. Regarding the wholesale section of the RFP pricing Attachment A, there is a request for 18 individual product category discounts. The wholesale incumbent provides for multiple sub-category discounts under a range identified at the individual Category level. Will that type of wholesale discount pricing continued to be considered in response to this RFP?

AS DISCUSSED YOU MAY ADD ADDITIONAL SUB-CATEGORIES.

12. Attachment C - Product References. 1) Can you please confirm the minimum and maximum number of references required for products? 2) Are references required to be public agencies or can Proposers provide commercial, non-public agency references as well?

FIVE REFERENCES ARE REQUIRED. REFERENCES SHOULD PREFERABLY BE PUBLIC AGENCIES, BUT PRIVATE REFERENCES ARE ACCEPTABLE.

13. Attachment C-I - 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-I. Can a Proposer provide the same customer as a product and service reference if the Proposer has provided both products and services to the customer in the past?

YES.
15. In the Supplier Information - Administration section, question #4 states "List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection." Some ERP go-lives can date back 10+ years and an exhaustive list of public agencies using an ERP system could be in the hundreds. Knowing the page limit for the proposal, this amount of information can result in many pages of data. 1) Is it acceptable for the Proposer to provide three years of sales history for their current public agency ERP implementations? 2) Is it acceptable for the Proposer to provide a just a sampling of their public agencies and ERP systems used that demonstrates the Proposer's ability to support ERP integrations for public agency customers? 3) If not, can you establish additional parameters (like dollar threshold or number of public agencies) for what a Proposer should include in a response to this question? 4 Can this be referenced in the proposal but be provided electronically on a separate thumb drive?

PLEASE PROVIDE EXAMPLES THAT ILLUSTRATE YOUR ABILITY TO INTEGRATE WITH A PUBLIC AGENCY'S ERP SYSTEM. PLEASE PROVIDE NO MORE THAN THREE EXAMPLES TO SHOW YOUR ABILITIES IN THIS AREA. SALES PER CALENDAR YEAR CAN BE APPROXIMATE.

16. In Section 2.5.2 - Product Ordering, the requirement states, "Products may be ordered by any of the following methods: Internet, Will Call, POS (point-of-sale)". 1) Can you please further define POS (point-of-sale)? 2) Will Call and POS methods may not apply based on whether the Proposer is a wholesale distributor or retailer. Does this requirement apply to retail, wholesale and industrial Proposers? Or just those with storefronts?

THIS REQUIREMENT COULD APPLY TO ALL TYPES OF OFFERINGS AND WILL BE DETAILED DURING THE AWARD PROCESS. IN YOUR PROPOSAL YOU SHOULD MAKE CLEAR WHICH OPTIONS ARE AVAILABLE FOR YOUR OFFERING.

17. Section 2.9.2 states "All quotations shall be for a “not to exceed” amount". What are the requirements of, and the process for defining, not to exceed pricing?

THIS APPLIES TO INSTALLATION AND PROJECT WORK. THIS IS NOT BASED ON TIME AND MATERIAL WORK.

18. Section 3.5.1 - Contractor Employee Management. The RFP states, "Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel’s employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor." 1) In this requirement, can you please define "Contractor'? 2) Is this the Proposers direct employee's (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work?

THE ENTITY WHO THIS CONTRACT MAY BE AWARDED TO IS THE CONTRACTOR.

19. Section 3.5.2 - Contractor Employee Management. The RFP states, "Contractor shall not reassign any provided personnel without the express consent of the County." 1) Is this intended to mean the Proposers direct employee’s (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work? 2) What does “reassign” mean in this context?

NO. THIS APPLIES TO KEY PERSONNEL ONLY.

20. Section 6.15.1 – Subcontracting. The RFP states, "The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without..."
the written consent of the County. All correspondence authorizing subcontracting must reference the
Bid Serial Number and identify the job project." Some products or services may be subcontracted,
which is noted as being permitted in the RFP. If subcontracting of products or services is clearly
outlined as the Proposers solution, can the Proposer subcontract products or services without written
consent?

YES.

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

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

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

SEE QUESTION 9.

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

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

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

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

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

PLEASE CONFIRM ALL REQUIREMENTS IN SECTION 2.0 AND 3.0 AS PART OF YOUR
RESPONSE TO 5.6, FORMAT AND CONTENT, PARAGRAPH 5.6.4, PROPOSAL.
26. The RFP is 119 pages long. Are we expected to provide back the entire 119 pages which detail our responses therein and keep it to a minimum of 200 pages?

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

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

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

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

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

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

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

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

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

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

**YES.**

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

**YES. REFERENCE THIS FILE IN YOUR PROPOSAL AND INCLUDE AS A SEPARATE FILE ONLY IN THE ELECTRONIC RESPONSES (DETAILED IN 5.3.2.1), NOT IN THE HARD COPY.**
33. Throughout the RFP, "Exhibit A" is referenced in the following areas including a) Exhibit 7, b) General Terms and Conditions, c) Section 1.1, and d) in the Maricopa Draft Contract Section 6.3.6, Incorporation of Documents. It appears there is no Exhibit A attached to the RFP. Can you provide Exhibit A for review?

THE REFERENCE IN EXHIBIT 7: ADMINISTRATION AGREEMENT IS REFERRING TO ATTACHMENT A: MASTER AGREEMENT ON PAGE 64. ALL OTHER REFERENCES IN THE RFP ARE REFERRING TO ATTACHMENT A: PRICING ON PAGE 22 OF THE RFP.

34. In the Maricopa Draft Contract, Section 6.3.6, Incorporation of Documents, there is a reference to Exhibit C Facilities Management Requirements. Can you confirm this is referring to Exhibit 5 and not Exhibit C? If not, can you provide Exhibit C for review?

IN THE FINAL CONTRACT EXHIBIT 5 BECOMES EXHIBIT C.

35. Section 3.8 – Maintenance - The RFP states, "The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency." In the pre-proposal conference, it was mentioned that some requirements in Section 3 – Procurement Requirements, may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

36. 3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required) - The RFP states, "The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday." In the pre-proposal conference, it was mentioned that some requirements in Section 3 – Procurement Requirements, may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

37. Exhibit 5 - Maricopa County Facilities Management Requirements. In Section 1.6, the RFP states, "Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt." In the pre-proposal conference, it was mentioned that some requirements in Exhibit 5 may not apply to routine services such as appliance replacement and haul away or water heater replacement. This requirement appears to pertain to ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services?

YES.

38. In Exhibit 5 - Response Times - In Section 2.0, the RFP states, "2.0 RESPONSE TIMES: 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request. 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond onsite within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY." In the pre-proposal conference, it was mentioned that some requirements in Exhibit 5 may not apply to routine services such as appliance replacement and haul away or water heater replacement. 1) This requirement appears to pertain to
ongoing building maintenance service work versus task order construction/renovation work. Can we interpret this to mean that the requirement does not apply to Proposers who are not performing ongoing building maintenance services? 2) In this requirement, can you please define "Contractor"? Is this the Proposers direct employee's (like field sales representatives, delivery drivers, etc.) and/or subcontractors that the supplier/vendor employs to perform work?

1. YES.
2. COULD BE EITHER DEPENDING ON THE PROJECT. AS YOU STATED THIS IS NOT FOR DELIVERY OF PRODUCTS/MATERIALS BUT ON-SITE ON GOING WORK.

39. In Supplier Information – Distribution #6B, the RFP states “Provide product/service name, company name and small MWBE designation.” An exhaustive list of manufacturers or service providers could be in the thousands. Is it acceptable to provide a sampling of MWBE manufacturers or service providers that demonstrate the Proposers ability to support this requirement? If a complete list is required, can this be referenced in the proposal but be provided electronically on a separate thumb drive?

YES, PLEASE PROVIDE EXAMPLES IN THIS SECTION THAT WILL HELP THE EVALUATION TEAM UNDERSTAND THE TYPES OF PRODUCTS OR SERVICES YOU CAN OFFER IN PARTNERSHIP WITH AN MWBE BUSINESS.
## PRE-PROPOSAL CONFERENCE
MAINTENANCE, REPAIR, OPERATING, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES
16154-RFP
320 WEST LINCOLN STREET
OFFICE OF PROCUREMENT SERVICES CONFERENCE ROOM
SEPTEMBER 1, 2016, 9:00 AM

**PLEASE PROVIDE YOUR BUSINESS CARD(S)**

**PLEASE PRINT**

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<th>COMPANY / FIRM</th>
<th>ATTENDEE</th>
<th>PHONE NUMBER</th>
<th>E-MAIL</th>
<th>*YES or NO</th>
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<tbody>
<tr>
<td>FMO</td>
<td>JUAN YANEZ</td>
<td>602 506 1935</td>
<td><a href="mailto:juanyanez@email.maricopa.gov">juanyanez@email.maricopa.gov</a></td>
<td>YES</td>
</tr>
<tr>
<td>HOME DEPOT</td>
<td>RICH NYBERG</td>
<td>770 384 3772</td>
<td>richard.nyberg@home depot.com</td>
<td></td>
</tr>
<tr>
<td>IBI HOME DEPOT</td>
<td>JOHN PETTINELLI</td>
<td>609 280 8573</td>
<td><a href="mailto:john.pettinelli@e-supplyworks.com">john.pettinelli@e-supplyworks.com</a></td>
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<tr>
<td>AFFLINK</td>
<td>Paul VRZAL</td>
<td>419-350-4831</td>
<td><a href="mailto:pvrzal@afflink.com">pvrzal@afflink.com</a></td>
<td>YES</td>
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<tr>
<td>CAMFIL</td>
<td>GREG HERMAN</td>
<td>205-482-0961</td>
<td><a href="mailto:greg.herman@camfil.com">greg.herman@camfil.com</a></td>
<td>YES</td>
</tr>
<tr>
<td>CAMFIL</td>
<td>TRAVIS GERSON</td>
<td>602-284-5059</td>
<td><a href="mailto:travis.gerson@camfil.com">travis.gerson@camfil.com</a></td>
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<tr>
<td>U.S. Communities</td>
<td>Mary Pelfrey</td>
<td>704 524 0320</td>
<td><a href="mailto:mpelfrey@uscommunities.org">mpelfrey@uscommunities.org</a></td>
<td></td>
</tr>
<tr>
<td>U.S. Communities</td>
<td>Alexis Turner</td>
<td>214 629 2056</td>
<td><a href="mailto:alexis.turner@uscommunities.org">alexis.turner@uscommunities.org</a></td>
<td></td>
</tr>
<tr>
<td>Applied Industrial Tech</td>
<td>Dan King</td>
<td>614-394-2573</td>
<td><a href="mailto:dking@applied.com">dking@applied.com</a></td>
<td>YES</td>
</tr>
<tr>
<td>HD Supply</td>
<td>Cyndi Smith</td>
<td>858-722-4042</td>
<td><a href="mailto:cyndi.smith@hdsupply.com">cyndi.smith@hdsupply.com</a></td>
<td>YES</td>
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<tr>
<td>HD Supply</td>
<td>Sheila Schnellenberger</td>
<td>703-629-7574</td>
<td><a href="mailto:sheila.schnellenberger@hdsupply.com">sheila.schnellenberger@hdsupply.com</a></td>
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<tr>
<td>Grainger</td>
<td>Brooke VandeKamp</td>
<td>888-480-9024</td>
<td><a href="mailto:brooke.vandekamp@grainger.com">brooke.vandekamp@grainger.com</a></td>
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<tr>
<td>Grainger</td>
<td>Denise Childress</td>
<td>520 205 2023</td>
<td><a href="mailto:denise.childress@grainger.com">denise.childress@grainger.com</a></td>
<td>YES</td>
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<tr>
<td>Border States Supply Force</td>
<td>Rick Carroll</td>
<td>602-797-4715</td>
<td><a href="mailto:rcarroll@borderstates.com">rcarroll@borderstates.com</a></td>
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By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Office of Procurement Services web page (http://www.maricopa.gov/Materials/solicitation.aspx) or on the Bidsync.com website (http://www.bidsync.com) for all addenda that may be posted for this Request for Proposals. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company's Bid as indicated on the “Notice of Solicitation” page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposals administrative information, contract terms and all specifications posted to the Maricopa County Office of Procurement Services web page.

**ARE YOU THE POINT OF CONTACT**
# Pre-Proposal Conference

**Maintenance, Repair, Operating, Industrial Supplies and Related Products and Services**

16154-RFP

320 West Lincoln Street

Office of Procurement Services Conference Room

September 1, 2016, 9:00 AM

**Please Provide Your Business Card(s)**

| Company / Firm       | Attendee      | Phone Number | E-mail                      | *Yes or No *
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<tbody>
<tr>
<td>Windstream Communications</td>
<td>Jody Wagner</td>
<td>480-395-5614</td>
<td><a href="mailto:Jody.Wagner@Windstream.com">Jody.Wagner@Windstream.com</a></td>
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<tr>
<td>Windstream</td>
<td>Aygham Kochaji</td>
<td>480-703-0377</td>
<td><a href="mailto:aygham.kochaji@windstream.com">aygham.kochaji@windstream.com</a></td>
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By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Office of Procurement Services web page (http://www.maricopa.gov/Materials/solicitation.aspx) or on the Bidsync.com website (http://www.bidsync.com) for all addenda that may be posted for this Request for Proposals. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company's Bid as indicated on the “Notice of Solicitation” page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposals administrative information, contract terms and all specifications posted to the Maricopa County Office of Procurement Services web page.

*Are You the Point of Contact*
Question and Answers for Bid #16154-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PROD

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<tr>
<td>Answer</td>
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<tr>
<td>- 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)</td>
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ATTACHMENT A
PRICING

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

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

[ ] NET 10 DAYS [ ] NET 45 DAYS [ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS [ ] NET 60 DAYS [ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS [ ] NET 90 DAYS [ ] 1% 30 DAYS NET 31 DAYS
[ ] NET 30 DAYS [ ] 2% 10 DAYS NET 30 DAYS [ ] 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category

(Insert Sub-categories as necessary)

MINIMUM Discount from List %

Category 1 Appliances %
Washing Machines %

Category 2 Building Materials %
Lumber %

Category 3 Hardware %

Category 4 HVAC %

Category 5 Kitchen and Bath Cabinets %

Category 6 Janitorial %

Category 7 Landscaping Equipment and Supplies %

Category 8 Motors/Pumps %

Category 9 Paints/Coatings %

Category 10 Plumbing %

Category 11 Pool Supplies %

### ATTACHMENT A

#### PRICING

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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.
EXHIBIT 3

(DRAFT CONTRACT)

CONTRACT PURSUANT TO 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 basis 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.

3.3.6 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