

# **Contract #192051-02**

## **Leslie's Poolmart**

### **Swimming Pool Supplies, Including Chemicals, Equipment, and Related Services & Materials**

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# **1. Leslie's Poolmart Response to Summary of Negotiated Items**



CITY OF  
TUCSON

BUSINESS  
SERVICES  
DEPARTMENT

May 22, 2019

Sent via email, this day

Tiadra Carter, Government Account Executive  
Leslie's Poolmart, Inc.  
2005 E Indian School Rd  
Phoenix, AZ 85016  
Email: government@lesl.com

**Subject: Request for Proposal No. 192051 – Swimming Pool Supplies, Including Chemicals, Equipment, and Related Services & Materials – Summary of Negotiated Items**

Dear Mrs. Carter

Based on our written and verbal negotiations, conducted over the past several weeks, this letter serves to summarize the items we have agreed on, in relation to the City's Request for Proposal 192051 – Swimming Pool Supplies, Including Chemicals, Equipment, and Related Services & Materials. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Businessolvers, must specify those differences in a written response to this request.

1. Pursuant to Request for Proposal 192051, Special Terms and Conditions, Paragraph 2. FOB Destination Freight Prepaid shall be as follows:

**FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated, subject to the below paragraph. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

Notwithstanding the above, and except with regard to the City of Tucson, solely, standard terms of delivery are as follows: Customers receive free delivery and/or

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freight on any in-stock products where the order size is over One Hundred Dollars (\$100) on products that are stocked by Contractor, excluding salt, sand, diatomaceous earth and/or special order or hazardous material items in which Contractor may charge a shipping fee for such items, if able to ship due to regulatory limitations. Liquid chlorine and liquid acid are available via local pick-up only at Contractor retail locations, or via local delivery only if within twenty-five (25) miles of a Contractor commercial service center. Contractor cannot fulfill any orders for products that it does not stock or cannot reasonably ship/deliver to requested destination points. Mail Orders cannot ship liquid chlorine and liquid acid due to hazardous materials regulations. Special order items are subject to reasonable delivery fees charged and such fees will be passed on to customers. All orders placed for delivery less than \$100 will be assessed a shipping fee. Additionally, Contractor shall make every reasonable effort to meet the reasonable delivery date specified by customers. Customers may cancel any Order or any part of an Order for its own convenience by notifying Supplier at least seventy-two (72) hours prior to delivery of the Order, excluding special order items.

2. Pursuant to Request for Proposal 192051, Special Terms and Conditions, Paragraph 5. Term and Renewal shall be as follows:

**TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, through a mutually executed written amendment for each renewal period, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions, which shall be in the amendment.

3. Pursuant to Request for Proposal 192051, Standard Terms and Conditions, Paragraph 20. Indemnification shall be as follows:

**INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

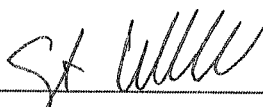
Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54.4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

4. Pursuant to Request for Proposal 192051, the final Price Page shall be as indicated in Leslie Pool's Responses to the City's Request for Best and Final Pricing received on May 10, 2019 and attached herein.

Please provide written concurrence to me no later than **Monday, May 27, 2019 at 1PM (AZ time)**. You may email your response to [Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov). If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting  
Principal Contract Officer

Concurrence:  \_\_\_\_\_

Date: 5/23/2019

Name: Steven Weddell

Title: Chief Financial Officer

JW  
Attached- Best and Final Offer-05/10/2019  
Attached- Tucson CDP- 05/10/2019  
cc: File No. 192051

**BUSINESS SERVICES DEPARTMENT**  
**SHARED SERVICES – PROCUREMENT**  
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## **2. Leslie's Poolmart Response to the City's Request for BAFO**



CITY OF  
TUCSON

April 10, 2019

Sent via email, this day

BUSINESS  
SERVICES  
DEPARTMENT

Tiadra Carter, Government Account Executive  
Leslie's Poolmart, Inc.  
2005 E Indian School Rd  
Phoenix, AZ 85016  
Email: government@lesl.com

**Subject: Request for Proposal No. 192051 – Swimming Pool Supplies, Including Chemicals, Equipment, and Related Services & Materials – Request for Best and Final Offer**

Dear Mrs. Carter

The City would like to thank you and your firm for its participation in the above mentioned Request for Proposal. At this time, in order for the City to continue in the process, it is requested that you submit your firm's Best and Final Offer.

**1. Final Pricing Offer:**

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	DRUM DEPOSIT	UNIT PRICE	EXTENDED PRICE
1	250 CYL.	GAS CHLORINE 150 LB. CYLINDER	\$	\$	/CYL. \$ No Bid
		MANUFACTURER			
2	4,375 LBS.	CALCIUM HYPOCHLORITE (CHLORINE GRANULAR), 65%, 25 LB. BUCKET	\$ N/A	\$ 2.46	/LB. \$ 10,762.50
		LPM Manufacturer			
		MANUFACTURER			
3	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 13 GAL CARBOY	\$ N/A	\$ 4.7667	/GAL. \$ 71.50

\$71.50 is for a 15 gallon drum

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		<u>Varies</u> MANUFACTURER				
4	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 5 GAL CONTAINER <u>Varies</u> MANUFACTURER	\$ N/A	\$5.30	/GAL.	\$ 1,884.15
5	400 GAL	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 1 GAL NON-RETURNABLE CONTAINER <u>New Haven</u> MANUFACTURER	N/A	\$ 4.65	/ GAL.	\$ 1,860.00
6	500 LBS.	CHLORINE, TABLET 1" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB PAIL <u>LPM Manufacturing</u> MANUFACTURER	N/A	\$ 2.69	/LB.	\$ 1,345.00
7	3,750 LBS.	CHLORINE, TABLET 3" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB. PAIL <u>LPM Manufacturing</u> MANUFACTURER	N/A	\$ 2.13	/LB.	\$ 7,987.50
8	50,000 LBS.	SODIUM BICARBONATE, FOOD GRADE ONLY, 50 LBS. SACK, Natural Soda LLC, NaHCO3 99% <u>LPM Manufacturing</u> MANUFACTURER	N/A	\$ 0.36	/LB.	\$ 18,000.00
9	200 EA.	POOL PERFECT, NATURAL CHEMISTRY, 3 LITER <u>Natural Chemistry</u> MANUFACTURER	N/A	\$ 16.90	/EA.	\$ 3,380.00

10	125,000 LBS.	BROMINE (VANTAGE) 1" TABLET 50 LB. CONTAINERS AllChem Performance Products 1-bromo-3-chloror-5, 5-dimethylhyddantoin, weight-96 <b>NO SUBSTITUTES</b>	N/A	\$ _____	/LB.	\$ No Bid
MANUFACTURER						
11	840 LBS.	POLY-A-VANTAGE POLY ALUMINUM SULFATE, 4" TABLETS, 42 LBS. CONTAINERS	N/A	\$ _____	/LB.	\$ No Bid
MANUFACTURER						
12	75,000 LBS.	LIQUID CO2 (CARBON DIOXIDE) GAS	\$ _____	\$ _____	/LB.	\$ No Bid
MANUFACTURER						
13	1,500 GAL.	LIQUID CAUSTIC SODA, 50%, 5 GALLON CONTAINER	N/A	\$ _____	/GAL.	\$ No Bid
MANUFACTURER						
14	35,000 LBS	LIQUID CAUSTIC SODA, 50%, 55 GALLON DRUM	\$ _____	\$ _____	/LB.	\$ No Bid
MANUFACTURER						
15	600 LBS	LIQUID CAUSTIC SODA, 30%, 55 GALLON DRUM	\$ _____	\$ _____	/LB.	\$ No Bid
MANUFACTURER						
16	400 EA.	BIO-DEX CLEAREX 500, LIQUID CONCENTRATE, QUART Bio-Dex	N/A	\$ 19.95	/EA.	\$ 7,980.00
MANUFACTURER						

17	70 BTL.	AQUAGEMS EXTREME CLEAN, DRY 24 OZ. BOTTLE	N/A	\$ _____	/BTL.	\$ No Bid
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MANUFACTURER						
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18	2 CS.	APPLIED-BIOCHEMISTS THIO-TRINE, 12/20 OZ BOTTLES PER CASE	N/A	\$ _____	/CS.	\$ No Bid
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MANUFACTURER						
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19	75 CS.	GOLD-N-CLEAR WATER BRIGHTENER, 12/32 OZ BOTTLES PER CASE MANUFACTURED BY APPLIED BIOCHEMISTS		\$ 130.20	/CS.	\$ 9,765.00
<hr/>						
Applied Biochemists						
<hr/>						
MANUFACTURER						

GRAND TOTAL: \$ 64,651.00

Please provide a written response no later than **Friday, April 12, 2019 at 4 PM**. You may email your response to [Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov). If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting  
Principal Contract Officer

JW

cc: File No. 192051

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
54182	AMERILITE 400W 120V 50FT CORD	\$332.99	20%	\$266.39
54183	AMERILITE 400WT 120V 100FT CD	\$399.99	20%	\$319.99
54464	DK LIGHT LENS 8 IN AP 791001	\$31.99	20%	\$25.59
54472	LENS COVER BLUE AP	\$10.09	30%	\$7.06
54500	FACE RING ADPT CROME 500C	\$156.99	30%	\$109.89
54540	DK LIGHT WEDGE ANCHOR	\$19.99	30%	\$13.99
54680	DK RET SCREW AP AMER 791048	\$5.49	30%	\$3.84
56725	TIMER MECH 110V IM T101M	\$76.99	20%	\$61.59
56728	TIMER MECH 220V IM T104M	\$91.99	20%	\$73.59
56764	TRANSFORMR IM PX300	\$194.99	30%	\$136.49
56780	TRIPPER ON/OFF INTERMATIC	\$5.59	35%	\$3.63
58007	POOL BLASTER MAX CG	\$399.99	20%	\$319.99
58037	POOL BLASTER LEAF VAC	\$110.99	20%	\$88.79
58038	POOL BLASTER LEAF DEMON	\$114.99	20%	\$91.99
58052	POOL BLASTER IVAC 150	\$75.99	25%	\$56.99
58053	POOL BLASTER IVAC 250	\$160.99	20%	\$128.79
58054	POOL BLASTER IVAC350	\$249.99	20%	\$199.99
58705	PV MAINT KIT WINGS/SHOES	\$37.99	30%	\$26.59
58795	PV A-FRAME TURBINE KIT V621	\$88.99	30%	\$62.29
58800	PV APC HOSE 4FT LIGHT GREY	\$16.29	40%	\$9.77
58853	PV WING KIT L/R V604WH	\$19.99	30%	\$13.99
58880	AG CONE HOSE ADPT 1.25 V093BP	\$11.49	20%	\$9.19
58881	DK PV HOSE ADPT SKIM 1.5 V093C	\$16.69	30%	\$11.68
58891	PV LEAD HOSE V532	\$22.99	30%	\$16.09
58893	HOSE ADPT MALE V092	\$8.49	20%	\$6.79
58940	W400A PV VAC LOCK	\$45.99	30%	\$32.19
58958	HA LEAF CANISTER LG W530	\$113.99	15%	\$96.89
58959	LARGE LEAF CANISTER	\$89.99	30%	\$62.99
58972	HA LEAF CANISTER STND W560	\$66.99	30%	\$46.89
60015	POLARIS BOOSTER PUMP	\$359.99	15%	\$305.99
60036	POL BALLAST FLOAT A20	\$7.49	20%	\$5.99
60100	POL SWEEP HOSE KIT B5	\$31.49	20%	\$25.19
60184	KIT 280/180 BEARINGS 4PK	\$41.99	30%	\$29.39
60260	180 WHEEL SCREW PLASTIC C55	\$5.49	30%	\$3.84
60273	180 AXLE LG WHEEL C66	\$14.99	30%	\$10.49

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
60400	POL HOSE SWIVEL D20	\$21.99	30%	\$15.39
60415	POL HOSE NUT D15 EA	\$6.49	30%	\$4.54
60601	180/380 BACKUP VALVE G52	\$104.99	35%	\$68.24
60850	DK ORNG POL VOLUTE P95 O299	\$10.99	30%	\$7.69
60907	280 ZIPPER BAG K13	\$58.99	40%	\$35.39
60913	280 BAG ALL PURPOSE K16	\$51.49	35%	\$33.47
60954	180/380 UWF CONN ASSY 9001	\$44.99	30%	\$31.49
60961	POL TAIL SCRUBBER 3PK 5224	\$18.29	30%	\$12.80
60963	POLARIS TAILSWEEP PRO	\$36.99	30%	\$25.89
62405	DK JY VLV DIVERTER N-L 4720	\$84.99	30%	\$59.49
62419	ORNG JY VALVE LID 1132 O440	\$8.39	45%	\$4.59
62472	DK JY 2WAY VLV 2X2.5 NVR LUBE	\$107.99	30%	\$75.59
62473	DK JY 2WAY VLV 1.5X2 NVR LUBE	\$101.99	30%	\$71.39
62477	DK JY 3WAY VLV 2X2.5 NVR LUBE	\$116.99	30%	\$81.89
62478	DK JY 3WAY VLV 1.5X2 NVR LUBE	\$113.99	30%	\$79.79
62486	DK JY BALL VLV 1.5 SLIP 6954	\$18.79	30%	\$13.15
62488	DK JY BALL VLV 2IN SLP	\$24.99	30%	\$17.49
62603	APC HOSE 4FT UNIV BLUE	\$15.29	30%	\$10.70
62607	APC HOSE 1M KK 21220 AQUA	\$16.29	40%	\$9.77
62610	APC HOSE 4FT UNIV WHT	\$16.49	30%	\$11.54
62619	DK KK HOSE CONE 2IN 121110	\$25.99	30%	\$18.19
62634	KK LEAFTRAP R211084K	\$135.99	30%	\$95.19
62702	SERPENT SUCTION POOL CLEANER	\$399.99	30%	\$279.99
63125	TGR REPL CART 70101 2PK	\$99.99	30%	\$69.99
63276	DK G3/G4 DIAPHRAGM (LONG LIFE)	\$53.99	30%	\$37.79
63314	BA TWIST LOCK HOSE EA 1M	\$28.99	30%	\$20.29
63674	DOLPHIN FILTER BAG	\$72.99	30%	\$51.09
63718	DOLPH CLIMBING RINGS 4-PK	\$77.99	30%	\$54.59
63722	DOLPH POWER SUPPLY DYN-TIMER	\$262.99	15%	\$223.54
63746	DOLPH BAG DLX 4/5/6	\$47.99	30%	\$33.59
64305	DK GSKT HA MPV 2 SP715D O322	\$15.99	30%	\$11.19
64320	DK GSKT HA CART C250 O305	\$14.99	30%	\$10.49
64333	GSKT HA HOUSNG SP1600T G95	\$9.49	30%	\$6.64
64351	GSKT HA PUMP SP3000T G345	\$14.99	30%	\$10.49
64370	GSKT HA 1.5 MPV 5 SPOKE O176A	\$15.69	35%	\$10.19

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
64385	GSKT HA DIFFSR SP1600R O141	\$8.99	30%	\$6.29
64440	GSKT HA PUMP LID SP1600 O177	\$15.79	25%	\$11.77
64500	DK GSKT AP LIGHT LENS O170	\$13.59	30%	\$9.51
64501	SILCNE GASKT PENTAR POOL LITE	\$25.99	20%	\$20.79
64502	SAL COLORO SPA LIGHT GASKET	\$17.99	30%	\$12.59
64503	AMERLITE POOL LIGHT GASKET	\$38.99	30%	\$27.29
64505	DK GSKT AP SPA 791085 O344	\$13.99	30%	\$9.79
64506	SILCNE GASKT PENTAIR SPA LITE	\$18.99	30%	\$13.29
64520	ALA LENS GASKET	\$14.99	30%	\$10.49
64563	DK GSKT SQ LIGHT LNS O173	\$21.99	30%	\$15.39
64620	DK GSKT PF MPV 2 IN 272409	\$44.99	30%	\$31.49
64640	GSKT PX WHISP VOLUTE 357102	\$5.99	30%	\$4.19
64715	GSKT SR STRAINR RUBBER G99R	\$3.49	30%	\$2.44
64863	DK GSKT PX CHD 2000 TANK O86	\$17.99	30%	\$12.59
64899	GSKT PF TR100C BLKHD G98	\$1.79	30%	\$1.25
64900	ORG PF FLTR CC/FNS 4000 O333	\$25.99	30%	\$18.19
64901	ORNG PF FLTR CC/FNS PLUS 0497	\$22.99	30%	\$16.09
64916	GSKT PF 2 MPV 5 SPOKE 271148	\$34.99	40%	\$20.99
64917	GSKT PF 1.5 MPV 271104 PRAH	\$18.99	30%	\$13.29
64938	DK GSKT SR CART WC93 O239	\$10.99	30%	\$7.69
65002	PK-KIT HA SUPER II RS PUMP	\$19.79	30%	\$13.85
65003	PK-KIT HA SUPER PUMP	\$32.99	40%	\$19.79
65005	PK-KIT PF CHAL PUMP	\$21.99	30%	\$15.39
65006	PK-KIT SR DUR/MAX-E-GLAS PUMP	\$14.99	30%	\$10.49
65032	PK-KIT PX WHISPERFLO PUMP	\$18.79	30%	\$13.15
65038	PK-KIT SR DURMAX-E-GLAS II PMP	\$15.99	30%	\$11.19
65039	PK-KIT HA 2 MPV SP715	\$17.99	30%	\$12.59
65066	PK-KIT HA NORTHSTAR PUMP	\$23.99	20%	\$19.19
65774	PK-KIT AP/PF 2 IN BWV PVC	\$7.49	30%	\$5.24
65775	PK-KIT HA BWV SP410	\$7.99	30%	\$5.59
65776	PK-KIT SR DUETTA BWV	\$7.99	30%	\$5.59
65779	PK-KIT JANDY VALVE	\$12.49	30%	\$8.74
66011	DK ORNG AP BWV 2 IN 510050 O71	\$3.99	30%	\$2.79
66075	DK ORNG PF AIR RELF ADPT O25	\$1.99	30%	\$1.39
66085	DK ORNG AP PF BWV CAP O325	\$4.49	30%	\$3.14

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
66105	ORNG AP PRED CART 873004	\$13.99	30%	\$9.79
66108	DK ORNG HA SUPER2 PUMP LID O12	\$12.49	30%	\$8.74
66110	DK ORNG PX WHIP PUMP LID NEW	\$10.99	40%	\$6.59
66112	ORING HA TRI PUMP LID SP3200S	\$17.29	30%	\$12.10
66113	ORING HA PUMP HOUSNG SP3200T	\$11.99	30%	\$8.39
66205	DK ORNG HA AIR RELF S200Z5 O27	\$1.49	30%	\$1.04
66220	DK ORNG HA C120 LID O330	\$9.49	30%	\$6.64
66230	ORNG HA PRFLX EC9611246 O30	\$1.99	30%	\$1.39
66242	ORNG HA BULKHD S220Z2 NEW	\$11.99	30%	\$8.39
66250	DK ORNG HA BULKHD S200Z3 O43	\$5.99	30%	\$4.19
66253	ORING HA BULKHD SP200Z4 O64	\$3.49	30%	\$2.44
66266	SEAL HA MPV SHAFT SP735GA O418	\$3.49	30%	\$2.44
66267	ORNG HA 1.5 MPV LID SP710 O48	\$4.49	30%	\$3.14
66268	DK ORNG HA MPV 2 IN LID O277	\$13.99	30%	\$9.79
66269	DK ORNG HA LID DE 2400K O429	\$17.79	30%	\$12.45
66270	ORNG HA PUMP LID SP1500 O231	\$11.99	30%	\$8.39
66271	ORNG HA VLVE SHAFT O276	\$0.99	30%	\$0.69
66272	DK ORNG HA GAUGE ADPT O424	\$4.49	30%	\$3.14
66282	DK ORNG HA SAND LID GM600 O263	\$16.99	30%	\$11.89
66353	DK ORNG HA VLV SP1485Z1 O41	\$3.99	30%	\$2.79
66370	DK ORNG JY VLV SHAFT O158	\$2.99	33%	\$1.99
66380	ORING PX WHISP PUMP LID O108	\$4.99	30%	\$3.49
66493	DK ORNG PF CHAL STRAINR O301	\$3.49	30%	\$2.44
66495	ORNG PF BULKHD 192320 O409	\$2.99	30%	\$2.09
66496	DK ORNG AP DE MANIFOLD O24	\$3.49	30%	\$2.44
66497	ORNG PF DIVTR SHFT O47	\$1.99	30%	\$1.39
66498	ORNG PF PINN BRKT O465	\$5.99	30%	\$4.19
66499	DK ORNG PF CHAL DIFSR O395	\$11.99	30%	\$8.39
66501	ORNG PF 2 MPV LID O479	\$17.99	30%	\$12.59
66518	DK ORNG PF CHAL DIFFSR O421	\$4.49	30%	\$3.14
66520	DK ORNG PF CHAL PUMP LID O302	\$10.99	30%	\$7.69
66523	DK ORNG PF CHAL VOLUTE O419	\$16.99	30%	\$11.89
66524	DK ORING PAC FAB PUMP LID O336	\$9.49	30%	\$6.64
66527	ORNG PF AIR RELF 154492 O179	\$8.49	30%	\$5.94
66529	ORNG PF AIR RELF SCREW O628	\$0.99	30%	\$0.69

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
66535	DK ORNG SR DUR2/MAX2 DIFSR O83	\$6.49	30%	\$4.54
66554	ORNG PX WHISP DIFSR 0359	\$5.49	30%	\$3.84
66565	DK ORNG RA CHLOR CAP O283	\$9.49	30%	\$6.64
66568	ORNG RA 320 BOTTOM O444	\$1.99	30%	\$1.39
66631	DK ORNG SR 6 PUMP LID U946 O13	\$10.99	30%	\$7.69
66632	DK ORNG SR DUR DIFFSR O49	\$2.99	30%	\$2.09
66633	ORNG SR DUR SEAL PLT O240	\$12.49	30%	\$8.74
66634	ORING SR DUR PUMP LID O218	\$12.99	30%	\$9.09
66679	DK ORNG BWV SHAFT BRASS O39	\$2.99	30%	\$2.09
68010	DK PVC ADPT 1.5 SLP X FPT	\$2.09	30%	\$1.46
68013	DK PVC ADPT 2 SLP X FPT	\$1.79	30%	\$1.25
68019	DK PVC ADPT 1.5 MPT X SLP	\$2.09	30%	\$1.46
68022	PVC ADPT 1.5 HOSE X MPT SP1091	\$6.39	30%	\$4.47
68023	DK PVC ADPT 2 MPT X SLP	\$2.49	30%	\$1.74
68024	DK PVC ADPT 2 MPT X 1.5 SLP	\$4.49	30%	\$3.14
68040	DK PVC BUSHG 2 MPT X 1.5 FPT	\$3.99	30%	\$2.79
68045	DK PVC BUSHG 2 SPIG X 1.5 SLP	\$3.39	30%	\$2.37
68054	DK PVC CAP 1.5 SLP	\$1.49	30%	\$1.04
68055	DK PVC CAP 2 SLP	\$1.49	30%	\$1.04
68075	DK PVC COUPLR 1.5 SLP	\$1.99	30%	\$1.39
68077	UNI RETURN 1.5IN THREADED WHT	\$6.79	30%	\$4.75
68078	DK PVC COUPLR 2 SLP	\$2.19	30%	\$1.53
68079	UNI RETURN 1.5IN SCH40 INSIDER	\$7.59	30%	\$5.31
68155	DK PVC EL 90 DEG 1.5 SLP	\$2.79	30%	\$1.95
68159	DK PVC EL 90 DEG 2 SPIG X SLP	\$7.29	30%	\$5.10
68185	DK PVC EL 45 DEG 2 SLP	\$4.19	30%	\$2.93
68187	DK PVC EL 90 DEG 2 SLP	\$4.29	30%	\$3.00
68200	DK FLWMTR 1.5 PVC 100 GPM	\$92.99	15%	\$79.04
68204	DK FLWMTR 2 PVC 150 GPM	\$119.99	30%	\$83.99
68205	FLWMTR 2 PVC DOWN VER 150GPM	\$176.99	20%	\$141.59
68207	FLWMTR 2/5 PVC 240 GPM	\$164.99	20%	\$131.99
68209	FLWMTR 3 PVC 300 GPM	\$219.99	30%	\$153.99
68211	FLWMTR 4 PVC 500 GPM	\$209.99	30%	\$146.99
68219	FLWMTR F 30200PR	\$144.99	20%	\$115.99
68251	FLWMTR FLOWVIS FV-C NSF	\$199.99	20%	\$159.99



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
68255	FLWMTR FV-C-S WSAFETY FLPR NSF	\$199.99	20%	\$159.99
68505	CHECK VLV 2 UNION SWING CLR	\$46.99	20%	\$37.59
68538	GLUE QT, I-FUSE LOW VOX	\$24.99	30%	\$17.49
68566	SILICONE SEALER 1.5OZ TUBE	\$3.99	35%	\$2.59
68729	DK PVC TEE 2 SLP	\$2.89	30%	\$2.02
68740	SEALING TAPE	\$2.79	65%	\$0.99
68772	DK UNION 1.5 SLP OR 2 SPIG	\$9.79	30%	\$6.85
68774	DK UNION 2 SLP OR 2.5 SPIG	\$13.59	30%	\$9.51
68775	UNION 1.5 SLP HA SP14952S	\$24.99	30%	\$17.49
68926	POOL & SPA LUBE 3 OZ	\$10.29	30%	\$7.20
68950	WINTER PLUG LB4 PIPE 3/4 1IN	\$2.99	30%	\$2.09
68953	WINTER PLUG LB7 PIPE 1-1/4IN	\$3.49	30%	\$2.44
68956	WINTER PLUG LB8 PIPE 1-1/2IN	\$3.99	30%	\$2.79
68959	WINTER PLUG LB9 FITG 1-1/4- 1/2	\$3.99	30%	\$2.79
68962	WINTER PLUG LB10 FITG 1-1/2IN	\$3.99	30%	\$2.79
68965	WINTER PLUG LB11 PIPE 2IN	\$3.99	30%	\$2.79
69587	PVC NIPPLE 2 X 12 THD	\$11.99	30%	\$8.39
69639	PVC PIPE 2 X PER FT	\$2.19	30%	\$1.53
70542	SFTY CVR BRS ANCHOR	\$10.99	30%	\$7.69
70545	INSTALL ROD FOR SAFETY COVER	\$24.49	20%	\$19.59
70547	SS SPRING W/ D-RING/PROTECTOR	\$11.99	30%	\$8.39
70703	COVER FREE 32 OUNCE	\$31.99	30%	\$22.39
70715	LESLIES COVER WEEKLY 32OZ	\$31.99	30%	\$22.39
70800	(D)SOLAR BLKT 16x32 RECT 5YR	\$153.99	30%	\$107.79
70803	(D)SOLAR BLKT 20x40 RECT 5YR	\$229.99	30%	\$160.99
72075	AIR PILLOW 4x5	\$11.99	30%	\$8.39
72080	AIR PILLOW 4x8	\$21.99	30%	\$15.39
72130	GIZZMO 9IN	\$6.99	30%	\$4.89
72135	GIZZMO 16IN	\$8.99	30%	\$6.29
72139	BLOW-OUT WINTER SET	\$15.99	25%	\$11.99
72199	VAC HOSE REEL	\$59.99	20%	\$47.99
72299	SOLAR REEL STRAP KIT	\$36.99	30%	\$25.89
72650	1GAL CAMCO ANTIFREEZE BLEND	\$9.79	35%	\$6.36
72660	WINTERPILL	\$21.99	20%	\$17.59
72933	WTR BAG BLACK 8FT DBL	\$13.99	30%	\$9.79

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
75741	UMBRELLA BASE	\$30.49	20%	\$24.39
75745	GREEN 9' ALUM MKT UMBRELLA	\$69.99	30%	\$48.99
75746	NAVY 9FT ALUM MKT UMBRELLA	\$69.99	30%	\$48.99
75747	BEIGE 9FT ALUM MKT UMBRELLA	\$69.99	30%	\$48.99
75752	18IN RD CASTSTONE UMBRELLA BSE	\$29.99	15%	\$25.49
75776	9FT OFFSET UMBRELLA- ASSORTED	\$99.99	20%	\$79.99
75795	RIDING DUCK	\$44.99	20%	\$35.99
75798	MAX LIQUIDATOR ELIMINATOR	\$9.99	20%	\$7.99
75804	SWIMLINE FRUIT SLICE ISLAND	\$29.99	15%	\$25.49
75920	WATER SPORTS CSG X2 WATER GUN	\$4.99	30%	\$3.49
76068	PLSD VLLYBLL	\$59.99	20%	\$47.99
76078	GEYSER FOOTBALL	\$14.99	30%	\$10.49
76080	IN DECK VBALL GAME	\$99.99	20%	\$79.99
76104	HYDRO VOLLEYBALL	\$19.99	30%	\$13.99
76189	SWIM THROUGH RINGS	\$24.99	30%	\$17.49
76196	PUDDLE JUMPER WHALE	\$19.99	20%	\$15.99
76198	PUDDLE JUMPER OCTOPUS	\$19.99	20%	\$15.99
76344	AQUA HOOP FLOATING BBALL GAME	\$29.99	30%	\$20.99
76366	POOLA HOOPS	\$299.99	20%	\$239.99
76367	*H2O HOOPS	\$159.99	30%	\$111.99
76368	H2O HOOP VOLLEY COMBO	\$209.99	20%	\$167.99
76369	POOLA HOOP BB NET	\$4.99	30%	\$3.49
76393	H2O VOLLEYBALL GAME	\$149.99	20%	\$119.99
76485	36IN JUMBO BALL	\$6.99	20%	\$5.59
76557	JR RUBBER BASKETBALL	\$12.99	30%	\$9.09
76569	BADEN SOFT TOUCH VOLLEYBALL	\$14.99	20%	\$11.99
76600	*JUNIOR GOGGLES	\$2.99	30%	\$2.09
76615	MASK TRI VIEW LENS	\$14.99	30%	\$10.49
76616	SINGLE LENS MASK SNORKEL	\$14.99	30%	\$10.49
76685	SWIM NOODLE	\$3.49	30%	\$2.44
76708	LIGHT UP PALS PDQ	\$6.99	30%	\$4.89
76743	ELECTRIC PUMP	\$19.99	30%	\$13.99
76747	TOYPEDO BANDITS	\$9.99	30%	\$6.99
76901	PRINT SPRING FLOAT	\$24.99	15%	\$21.24
76921	AQUA RIDER ASSORTED	\$14.99	20%	\$11.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
76922	LARGE NOODLE SWIMWAYS	\$4.99	30%	\$3.49
76948	AMERICAN BEACH BALL	\$2.99	30%	\$2.09
76951	AMERICANA SPLASH TUBE	\$8.99	30%	\$6.29
76964	KAIMAN GOGGLE AQUA SPHERE	\$19.99	20%	\$15.99
77120	SPARK SHARK FISH HUNT	\$16.99	30%	\$11.89
78212	USL FOUNTAIN	\$54.99	30%	\$38.49
78304	SOLAR ULS	\$26.99	20%	\$21.59
78322	SOLAR SPLASH	\$13.49	30%	\$9.44
78339	18IN KICKBOARD Y	\$7.99	30%	\$5.59
78500	POLARIZED SUNGLASSES	\$19.99	20%	\$15.99
78719	WHITE THEROMETER	\$14.99	30%	\$10.49
78720	WHITE CLOCK	\$18.99	30%	\$13.29
78750	14IN METAL CLK W HYGRO - THER	\$44.99	30%	\$31.49
79506	SILI EAR PLUGS	\$3.99	30%	\$2.79
79520	GOG TEAM SPRINT CLEAR	\$9.99	30%	\$6.99
79620	BLING GOGGLES	\$19.99	20%	\$15.99
81081	55LB ACCU-TAB BLUE (SI)	\$299.99	30%	\$209.99
81110	POW POW PRO TABS SI 50LB	\$179.99	25%	\$134.99
81211	AUTOP DIGITAL PWR SUPPLY	\$1,039.99	20%	\$831.99
81269	FLK HRDNESS + 50LB BAG	\$46.99	30%	\$32.89
81292	ALKAUP 50LB BAG	\$48.99	60%	\$19.60
81293	CONDITIONER 100LB DRUM	\$229.99	30%	\$160.99
81294	50LB SODIUM BICARB USP2	\$43.99	30%	\$30.79
81298	SODA ASH 50LB BAG	\$48.99	30%	\$34.29
81301	DK FLOW INDICATR RA 172276	\$71.99	30%	\$50.39
81302	FLOW INDICATR RA 172080	\$29.99	30%	\$20.99
81305	CHLOR HC3315 14LB INLINE	\$224.99	20%	\$179.99
81306	RA CHLOR 30029 14LB OFFLINE	\$114.99	20%	\$91.99
81307	R1710LOR 300 5LB OFFLINE	\$105.99	30%	\$74.19
81308	RA CHLOR 320 5LB INLINE	\$105.99	20%	\$84.79
81309	CHLOR 30019 9LB OFFLINE	\$112.99	20%	\$90.39
81310	RA CHLOR 30029X 14LB OFFLINE	\$162.99	20%	\$130.39
81311	RA CHLOR HV3330 30LB INLINE	\$255.99	20%	\$204.79
81313	RA CHLOR HC3340 40LB INLINE	\$261.99	20%	\$209.59
81319	SWIMPURE CONTROLLER & 40K CELL	\$1,529.99	15%	\$1,300.49

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
81325	TLR SERVICE COMPLETE KIT CH	\$141.99	20%	\$113.59
81329	TLR SERVICE KIT FAS DPD	\$99.99	20%	\$79.99
81330	TLR COMPLETE KIT CHLORINE DPD	\$81.99	30%	\$57.39
81331	TLR DPD POWD 10 GRM	\$10.99	20%	\$8.79
81332	TLR DPD POWDER 1/4LB	\$75.99	30%	\$53.19
81334	TLR ADR RGT 3/4 OZ	\$6.29	30%	\$4.40
81335	TLR DPD POWDER 1LB	\$259.99	30%	\$181.99
81337	PHENOL IND 2 OZ	\$8.99	30%	\$6.29
81338	SWIMPURE 40K TURBO CELL	\$739.99	20%	\$591.99
81339	TLR OTO RGT WITH DROPPER	\$6.69	30%	\$4.68
81340	TLR DPD RGT LB1 3/4 OZ	\$6.69	30%	\$4.68
81341	TLR DPD RGT LB1 2OZ	\$10.29	20%	\$8.23
81345	TLR DPD RGT LB2 3/4 OZ	\$6.69	30%	\$4.68
81346	TLR DPD RGT LB2 2OZ	\$10.29	30%	\$7.20
81348	TLR FAS DPD 3/4OZ	\$11.99	20%	\$9.59
81349	TLR FAS DPD 2 OZ	\$16.99	20%	\$13.59
81350	TLR DPD RGT LB3 3/4 OZ	\$6.49	30%	\$4.54
81352	TLR DPD RGT LB3 2OZ	\$9.69	20%	\$7.75
81353	TLR FAS DPD 16OZ	\$61.99	30%	\$43.39
81355	TLR PH IND SOL LB4 3/4 OZ	\$6.69	30%	\$4.68
81356	TLR PH IND SOL LB4 2 OZ	\$9.99	30%	\$6.99
81357	TLR PH IND SOL LB4 PT	\$32.99	30%	\$23.09
81358	TLR ADR RGT LB5 2OZ	\$9.79	30%	\$6.85
81360	TLR ADR RGT LB5 3/4 OZ	\$5.99	30%	\$4.19
81361	TLR BDR RGT LB6 2OZ	\$9.29	30%	\$6.50
81363	TLR PH IND SOL 3/4OZ	\$6.79	30%	\$4.75
81365	TLR BDR RGT LB6 3/4 OZ	\$5.99	30%	\$4.19
81366	THIOSULFATE 16 OZ N/10	\$27.99	30%	\$19.59
81367	TLR THIOSULF LB7 2OZ.	\$9.19	30%	\$6.43
81370	TLR THIOSULF LB7 3/4 OZ	\$6.49	30%	\$4.54
81371	TLR TOT ALK IND 16OZ 8LB	\$28.99	30%	\$20.29
81372	TLR TOT ALK IND LB8 2 OZ	\$9.79	30%	\$6.85
81375	TLR TOT ALK IND LB8 3/4 OZ	\$6.29	30%	\$4.40
81376	TLR SULFURIC ACID 16OZ LB9	\$26.99	30%	\$18.89
81377	TLR SULFIC ACID LB9 2 OZ	\$10.29	30%	\$7.20

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
81380	TLR SULFIC ACID LB9 3/4 OZ	\$6.79	30%	\$4.75
81381	TLR CALC BUFF PT LB10	\$31.99	30%	\$22.39
81382	TLR CALCIUM BUFFER LB10 2 OZ EA	\$9.19	30%	\$6.43
81385	TLR CALC BUF LB10 3/4 OZ	\$5.99	30%	\$4.19
81386	TLR CAL IND LIQUID 16OZ LB11	\$40.99	20%	\$32.79
81387	TLR CAL IND LIQUID LB11 2 OZ	\$11.79	30%	\$8.25
81390	TLR CAL IND LIQ LB11 3/4 OZ	\$7.79	30%	\$5.45
81394	TLR HRDNS RGT 16OZ LB12	\$31.99	30%	\$22.39
81395	TLR HARD RGT LB12 3/4 OZ	\$6.49	30%	\$4.54
81396	TLR HARD RGT LB12 2 OZ	\$9.79	30%	\$6.85
81398	TLR CYAN ACID RGT LB13 2OZ	\$10.49	30%	\$7.34
81409	TLR TEST BLCK 2000 SERIES	\$21.49	30%	\$15.04
81411	TLR CYAN RGT LB13 3/4OZ	\$5.69	30%	\$3.98
81480	CAT 4000 WI-FI TRANSCEIVER	\$3,239.99	15%	\$2,753.99
81510	AP CC15 SINGLE CELL MANIFLD	\$1,649.99	20%	\$1,319.99
81519	COMM SALT SYSTEM SALINEC6.0	\$5,309.99	15%	\$4,513.49
81576	PH PROBE 24IN CABLE	\$299.99	20%	\$239.99
81578	ORP PROBE 24IN CABLE AU GOLD	\$299.99	15%	\$254.99
81580	ORP PROBE 24IN CABLE	\$299.99	20%	\$239.99
81583	CONTROLLER AQUARITE/SWIMPURE	\$819.99	15%	\$696.99
81635	PH PROBE AQS S020	\$232.99	30%	\$163.09
81636	ORP PROBE AQS S010	\$268.99	30%	\$188.29
81651	FDR 85M 1/4 STNR	\$519.99	15%	\$441.99
81654	CHEMTROL ORP PROBE	\$323.99	20%	\$259.19
81660	INJECTOR THDLS F SOL	\$35.69	20%	\$28.55
81672	ROLACHEM 120V RC25/53 CORDED	\$325.49	15%	\$276.67
81673	ROLACHEM RC103 CORDED	\$325.49	15%	\$276.67
81710	SOL TANK ONLY 15GAL BW ST15	\$134.99	30%	\$94.49
81767	LB5 TUBE ASSEMBLY W/ENDS PKG5	\$148.99	20%	\$119.19
82000	SALTS TDS TEMP TRACR PKTESTR	\$156.99	20%	\$125.59
82005	PH SALT TDS TEMP TRACER	\$267.99	15%	\$227.79
82016	PH (PHENOL RED) 50 PK	\$12.99	30%	\$9.09
82017	ALKALINITY TEST 50 PK	\$12.99	30%	\$9.09
82022	CHLORINE DPD LB1 100 PK	\$20.99	30%	\$14.69
82025	PH (PHENOL RED) 100 PK	\$20.99	30%	\$14.69

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
82031	CHLORINE DPD LB1 1000 PK	\$146.99	20%	\$117.59
82034	PH (PHENOL RED) 1000 PK	\$146.99	20%	\$117.59
82068	COLORQ PRO7	\$196.99	20%	\$157.59
82069	COLORQ PRO11	\$262.99	15%	\$223.54
82070	SALT/TDS/TEMP PK TESTER KIT	\$177.99	20%	\$142.39
82074	CHLORINE DPD 1A 60ML	\$14.69	30%	\$10.28
82075	CHLORINE DPD 1B 60ML	\$14.69	30%	\$10.28
82080	RGT COLORQ DPD 1A	\$11.39	30%	\$7.97
82081	RGT COLORQ DPD 1B	\$11.39	30%	\$7.97
82082	RGT COLORQ DPD 3	\$13.49	30%	\$9.44
82083	RGT COLORQ PH	\$12.49	30%	\$8.74
82084	RGT COLORQ TOTAL ALKALINITY	\$13.59	30%	\$9.51
82085	RGT COLORQ CALCIUM HRDNSS1	\$13.29	30%	\$9.30
82086	RGT COLORQ CALCIUM HRDNSS2	\$13.49	30%	\$9.44
82093	COLORQ VIAL 5ML	\$3.59	30%	\$2.51
82095	CYA TESTABS 50CT FOR COLORQ	\$15.49	30%	\$10.84
82096	CYA TESTABS 100CT FOR COLRQ	\$23.99	20%	\$19.19
82097	COLORQ PRO 7 REFILL KIT	\$73.99	20%	\$59.19
82500	FIRST AID COMM	\$104.99	20%	\$83.99
82504	STND 18IN WIRE BRUSH	\$36.99	30%	\$25.89
82517	HEAD IMMOBLIZER	\$144.99	20%	\$115.99
82614	PRO GRADE 18IN LEAF RAKE	\$35.99	30%	\$25.19
82615	PRO GRADE 16IN LEAF SKIMMER	\$31.99	30%	\$22.39
82618	PRO GRADE 18IN LEAF RAKE FINE	\$35.99	30%	\$25.19
82619	PREMIUM LEAF RAKE	\$31.99	30%	\$22.39
82627	PRO QK RLSE 18IN LEAF RAKE	\$39.99	30%	\$27.99
82628	PRO QK RLSE 16IN LEAF SKIMMER	\$35.99	30%	\$25.19
82629	PRO QK RLS 18IN LEAF RAKE FINE	\$39.99	30%	\$27.99
82632	PREMIUM FLEX BRUSH	\$26.99	30%	\$18.89
82683	TLPL 12X24 ALUM PRO	\$84.99	25%	\$63.91
82701	PRO 22IN VAC HEAD	\$154.99	20%	\$123.99
82702	PRO 41IN DUAL PORT VAC	\$285.99	20%	\$228.79
82703	PRO 19IN FLEX VAC HEAD	\$61.99	30%	\$43.39
82704	PRO 14IN VAC HEAD	\$97.99	30%	\$68.98
82749	24IN LIFE RING CABINET W/RNG	\$275.99	20%	\$220.79

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
82750	LIFE RING CABINET	\$212.99	15%	\$181.04
82754	SPINE BRD NO PIN YELLOW	\$232.99	20%	\$186.39
82758	THROW ROPE 60FT	\$38.99	30%	\$27.29
82759	STRAPS FOR SPNBRD	\$11.99	30%	\$8.39
82767	SGN TX AZ NO DIVING	\$11.99	30%	\$8.39
82768	SGN TX SPA RULES	\$11.49	30%	\$8.04
82769	SGN TX SPA WARNING	\$11.49	30%	\$8.04
82770	SGN TX POOL WARNING	\$11.49	30%	\$8.04
82775	SGN NJ BATHER RULES	\$11.49	30%	\$8.04
82780	SGN NO GLASSWARE	\$8.69	30%	\$6.08
82781	SGN NO DIVING	\$12.99	30%	\$9.09
82782	SGN EMRGCY USE	\$8.99	30%	\$6.29
82783	SGN EMRGCY SHUTOFF	\$10.99	30%	\$7.69
82784	SGN NO RUNNING	\$8.99	30%	\$6.29
82785	SGN TENANTS ONLY	\$11.99	30%	\$8.39
82786	SGN KEEP GATE CLSD	\$9.99	30%	\$6.99
82787	SGN SPA CAPACITY	\$8.99	30%	\$6.29
82788	SGN POOL CLOSED	\$8.99	30%	\$6.29
82791	SGN NV POOL OPERATOR	\$11.49	30%	\$8.04
82794	SIGN SC NO LIFEGUARD 24X36	\$19.99	20%	\$15.99
82797	SIGN NO CHANGING DIAPERS	\$11.49	30%	\$8.04
82798	SIGN NC POOL RULES 24X36	\$21.99	20%	\$17.59
82799	24X24 FLORIDA POOL RULES 2010	\$14.99	30%	\$10.49
82800	24X36 GEORGIA POOL RULES	\$27.99	30%	\$19.59
82801	24 X 36 SC POOL RULES 2010	\$26.99	30%	\$18.89
83105	POLE HANGER ALUM 2	\$18.09	30%	\$12.66
83137	PORTABLE VACUUM SYSTEM, ELECTRIC	\$1,499.99	15%	\$1,274.99
83193	12'-36' 3PC ALUM TELEPOLE	\$135.99	25%	\$102.46
83665	LIFE HOOK ONLY	\$38.99	30%	\$27.29
83750	37/40 RESCUE TUBE RED	\$67.99	20%	\$54.39
83751	52IN RESCUE TUBE ORANGE	\$74.99	20%	\$59.99
83834	SGN TX NO SMOKING 9X12	\$8.99	30%	\$6.29
83835	8 WAY SAFETY SIGN SET TRIFOLD	\$49.99	20%	\$39.99
83841	SGN WATCH CHILDREN	\$11.49	30%	\$8.04
83842	SGN PLEASE SHOWER	\$11.99	30%	\$8.39

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
83843	SGN NO FOOD/BEV	\$11.99	30%	\$8.39
83844	SGN REG F PUBLIC	\$11.49	30%	\$8.04
83851	AZ NO DIVING 2004 18X24	\$14.99	30%	\$10.49
83852	AZ POOL RULES 2004 18X24	\$14.99	30%	\$10.49
83875	VACLESS SVRS-10ADJ AUTO ADJ	\$669.99	20%	\$535.99
83877	VACLESS SVRS-10ADJ AU AD HD	\$669.99	20%	\$535.99
83879	VACLESS INSTL ELBOW FIT-10	\$9.99	20%	\$7.99
84178	EMER SHUT OFF SWITCH	\$299.99	20%	\$239.99
84180	TIME SWITCH 15 MIN IM FF15M	\$38.99	20%	\$31.19
84181	TIME SWITCH 30 MIN IM FF30M	\$38.99	20%	\$31.19
84198	24V BATT AQUA CREEK LIFTS	\$365.99	20%	\$292.79
84200	DOLPHIN HD CMMRCL CLEANER	\$1,649.40	15%	\$1,401.99
84215	DOLPHIN C5 COMMERCIAL ROBOTIC	\$3,299.99	15%	\$2,804.99
84216	DOLPHIN C6 PLUS COMM ROBOTIC	\$5,999.99	15%	\$5,099.99
84355	DOLPHIN DX4S INTERNET	\$899.99	15%	\$764.99
84356	DOLPHIN DX5+S	\$1,274.38	15%	\$1,083.22
84357	DOLPHIN C3 W/GYRO	\$1,599.99	15%	\$1,359.99
84359	DOLPHIN C4 CB	\$1,999.99	15%	\$1,699.99
84410	6.5 LGUARD BL/WT UMBRL V	\$89.99	20%	\$71.99
84411	6.5 LGUARD RD/WT UMBRL V	\$89.99	20%	\$71.99
84415	STAIR RAIL CMDCK MTD .065WAL	\$423.99	15%	\$360.39
84428	BLOWER 2.5HP 1PH	\$1,189.99	20%	\$951.99
84496	SAND 30IN TR100C	\$1,099.99	20%	\$879.99
84497	SAND 36IN TR140C	\$1,659.99	20%	\$1,336.22
84500	PF MPV SAND 2IN HIGHFLOW	\$267.99	20%	\$214.39
84510	PENTAIR MPV DE 2	\$274.99	20%	\$219.99
84512	MPV PF SAND 2IN S/M EQFV WG	\$289.99	20%	\$231.99
85092	HTR ELEC 11KW 1PH	\$952.99	30%	\$667.09
85218	DPMKR VIN 3FT	\$13.39	20%	\$10.71
85219	DPMKR VIN 3 1/2 FT	\$13.39	20%	\$10.71
85220	DPMKR VIN 4 FT	\$13.39	20%	\$10.71
85221	CO DPMKR VIN 4 1/2FT	\$13.39	20%	\$10.71
85222	DPMKR VIN 5FT	\$13.39	20%	\$10.71
85224	DPMKR VIN 6FT	\$13.39	20%	\$10.71
85230	DPMKR VIN 9FT	\$14.39	20%	\$11.51



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
85238	DPMKR VIN 3	\$12.29	20%	\$9.83
85242	CO DPMKR VIN 5	\$13.39	20%	\$10.71
85266	MKR CER M	\$13.39	30%	\$9.37
85268	DPMKR VIN FT	\$14.39	20%	\$11.51
85270	DPMKR VIN NO DIV SYM	\$17.39	20%	\$13.91
85271	DPMKR VIN NO DIVE MSG	\$13.39	20%	\$10.71
85273	DPMKR VIN INSTALL	\$49.99	20%	\$39.99
85280	MKR CER 3FT SM	\$13.49	30%	\$9.44
85281	MKR CER 3 1/2FT SM	\$13.49	30%	\$9.44
85282	MKR CER 4FT SM	\$13.49	30%	\$9.44
85300	MKR CER 3 SM	\$13.49	30%	\$9.44
85302	MKR CER 4 SM	\$13.49	30%	\$9.44
85304	MKR CER 5 SM	\$13.49	30%	\$9.44
85306	MKR CER 6 SM	\$13.49	30%	\$9.44
85314	DMKR CER NO DIV 6X12 SR	\$25.99	20%	\$20.79
85325	MKR CER 5M SM	\$12.39	30%	\$8.67
85328	MKR CER FT SM	\$13.49	30%	\$9.44
85329	MKR CER IN SM	\$13.49	30%	\$9.44
85330	MKR CER NO DIV SYM SM	\$15.39	30%	\$10.77
85339	MKR CER 3FT SR	\$14.49	30%	\$10.14
85340	MKR CER 3 1/2FT SR	\$14.49	30%	\$10.14
85341	MKR CER 4FT SR	\$14.49	30%	\$10.14
85343	MKR CER 5FT SR	\$14.49	30%	\$10.14
85359	MKR CER 3SR	\$13.39	30%	\$9.37
85361	MKR CER 4 SR	\$13.39	15%	\$11.38
85363	MKR CER 5 SR	\$13.39	30%	\$9.37
85365	MKR CER 6 SR	\$13.39	30%	\$9.37
85373	MKR CER FT SR	\$14.49	30%	\$10.15
85374	MKR CER IN SR	\$14.49	30%	\$10.14
85375	MKR CER NO DIV SYM SR	\$17.49	30%	\$12.24
85376	MKR CER NO DIV MSG SR	\$14.49	30%	\$10.14
85378	DPMKR VIN NO DIV 24IN	\$47.99	20%	\$38.39
85380	MKR CER NO DIV 4/SET SR	\$45.99	20%	\$36.79
85381	MKR CER 0.9 SR	\$13.39	30%	\$9.37
85382	MKR CER 1.2 SR	\$13.39	30%	\$9.37

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
85383	MKR CER 1.5 SR	\$13.39	30%	\$9.37
85404	MASTERTEMP 250 BTU HTR N	\$2,659.99	25%	\$1,994.99
85836	NV POOL SAFETY SIGN SET	\$51.99	20%	\$41.59
85837	NV SPA SFTY SIGN SET	\$45.99	20%	\$36.79
85838	TEXAS POOL SIGN SET 6-WAY	\$49.99	20%	\$39.99
85840	DIARR & KEEP CLSED TRAF GRA	\$17.99	30%	\$12.59
85841	CA NEW 8 WAY TRIFOLD SIGN 2012	\$49.99	20%	\$39.99
86310	DS DRI-DEK EDGE FLOOR TILE	\$2.99	20%	\$2.39
86572	2IN STRAP LOUNGE COMMERCIAL	\$219.99	15%	\$186.99
86763	BAHIA CHAISE LOUNGE WHITE	\$169.99	20%	\$135.99
86995	LIFEGUARD HAT ASSORTMENT	\$9.99	20%	\$7.99
89628	BROWN SLING CHAISE	\$99.99	20%	\$79.99
97120	CPO COURSE	\$249.99	12%	\$219.99
200037	ANCHOR CEMENT 10LBS	\$23.99	20%	\$19.19
200071	TEST BLOCK CL BR PH	\$15.29	30%	\$10.70
200193	TST KIT DROP TEST CHLORINE	\$42.99	30%	\$30.09
200214	TST KIT SVC COMP FAS DPD CL	\$258.49	30%	\$180.94
200275	RGT CYA 16OZ	\$17.49	30%	\$12.24
200333	RGT SILVER NITR 2OZ DB	\$61.99	20%	\$49.59
200393	RGT FAS DPD CL 32OZ	\$63.99	30%	\$44.79
200395	RGT FAS DPD BROM 2OZ DB	\$22.99	20%	\$18.39
200565	TRICHLOR SUPER 90 25 LB	\$84.99	20%	\$67.99
200571	ANTI FOAM QT	\$9.99	30%	\$6.99
200605	HANDRAIL WILLOW DM3 BEND50	\$174.99	20%	\$139.99
200651	TUBING 1/4 O D BLACK	\$0.59	30%	\$0.41
200652	TUBING 3/8 OD BLK or WHT	\$1.29	30%	\$0.90
200681	EMERGENCY SHUT OFF SWITCH	\$30.99	20%	\$24.79
200696	MTR SQ FL FR 3 HP 3PH 230/460	\$489.99	20%	\$391.99
200732	SEAKLEAR 1QT NATRL CLARIFIER	\$24.99	30%	\$17.49
220335	CLEAR SILICONE 3OZ TUBE	\$4.39	20%	\$3.51
220427	RAM BLACKOUT 2LB.	\$26.99	30%	\$18.89
220911	H/W FILTER 30IN SAND W/TOP VAL	\$719.99	15%	\$611.99
220915	H/W PUMP 1.5HP SPII	\$749.99	20%	\$599.99
220916	H/W PUMP 2HP SPII	\$849.99	20%	\$679.99
221132	J/M YELLOW STUFF 6OZ.	\$12.29	30%	\$8.60

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
221378	CEMENT PVC CLEAR 1/2PT.	\$6.19	20%	\$4.95
222162	PRX BASKET AQ & WFE (OEM)	\$23.99	30%	\$16.79
222356	SUPER ZAPPIT 5LB.(EA)(73%)	\$24.99	30%	\$17.49
223470	MAGIC LUBE II SILICONE 5OZ	\$16.99	30%	\$11.89
223607	MULT PURP LUBE 1 OZ	\$3.09	20%	\$2.47
231927	SIL BLOW 2HP 240V	\$264.95	20%	\$211.96
300107	INTELLIBRITE LED 45W 50FT LGHT	\$519.99	15%	\$441.99
300109	INTELLIBRITE POOL 500W 120V	\$589.99	15%	\$501.49
300123	INTELLIBRITE SPA WHT 120V 50FT	\$619.99	20%	\$495.99
300140	AMERLITE 300W 120V 50FT SS	\$269.99	20%	\$215.99
300156	PENTAIR SHAFT SEAL ASSY 5/8IN	\$35.99	30%	\$25.19
300180	PUMP 3HP EE 230V MAX-E-PRO	\$1,269.99	20%	\$1,015.99
300213	MAX-E-THERM 400BTU NG CUP-NIC	\$3,699.99	20%	\$2,959.99
300250	SUPER PUMP 2HP 115/230V	\$699.99	15%	\$594.99
301266	PENTAIR 601107	\$589.99	20%	\$471.99
301281	MAX-E-THERM 400BTU NG LOW NOX	\$3,979.99	15%	\$3,382.99
301282	EMERGENCY SHUT OFF SWITCH	\$54.99	30%	\$38.49
301981	POOLSUPPLYWORLD APCK1027	\$26.99	30%	\$18.89
306306	CLIP ON ESCUTCHEON CHROME	\$31.99	30%	\$22.39
322106	AQUA CREEK 24V CHARGER	\$337.99	20%	\$270.39
322146	AQUA CREEK PRODUCTS F-38SB	\$45.99	15%	\$39.09
365466	4 BUTTON CONTROLLER ASSEMBLY	\$529.99	20%	\$423.99
365468	10MM PUSH RETAINER	\$9.99	30%	\$6.99
501313	BATT OLDER AXS	\$264.99	20%	\$211.99
501945	1 X LADDER STEP	\$22.99	20%	\$18.39
501947	STEP HARDWARE, 2 EACH	\$16.99	20%	\$13.51
502110	COVER PRO POOL LIFT COVER NEW	\$180.99	15%	\$153.84
502113	REBEL/PATRIOT PROTECTIVE COVER	\$295.99	15%	\$251.59
502132	SCOUT LIFT PROTECTIVE COVER	\$300.99	15%	\$255.99
502142	SPECTRUM COVER	\$345.99	15%	\$294.99
600194	LABELS PLUMBING	\$17.29	15%	\$14.70
600535	VOLUTE 357149 PAF	\$296.49	30%	\$207.54
600536	CVR LEXAN	\$45.99	30%	\$32.19
600566	LID STRNR POT 5F	\$81.99	30%	\$57.39
600568	HSNG FRONT-SLIP	\$145.99	30%	\$102.19

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
600569	DIFSR 5F/3F	\$36.99	30%	\$25.89
600570	IMPLR 5F/3F	\$61.49	30%	\$43.04
600858	SYSTEM EMERGENCY SHUT OFF	\$699.99	20%	\$559.99
601003	DIFSR 35-5077 PF	\$39.99	30%	\$27.99
601005	IMPLR 35-5093 PF	\$61.49	30%	\$43.04
601006	IMPLR 35-5086 PF	\$61.49	30%	\$43.04
601039	DRAIN PLUG W/ORNG	\$3.49	30%	\$2.44
601139	SET SCREW 071652 PAF	\$2.89	30%	\$2.02
601140	SET SCREW 071660 PAF	\$5.79	30%	\$4.05
601167	SEAL ASSY C-7	\$50.49	30%	\$35.34
601197	PUMP SEAL PLATE WHISPER FLO	\$92.99	20%	\$74.39
601198	DIFSR ASSY 3/4-2 1/2HP	\$76.99	20%	\$61.59
601199	DIFSR ASSY 3HP ONLY	\$97.99	30%	\$68.59
601207	IMPLR 5HP MD-HD CMK-50	\$1,039.99	15%	\$883.99
601228	BODY TANK W/CVR BSKT	\$275.99	30%	\$193.19
601235	SLINGER WATER	\$2.39	30%	\$1.67
601287	IMPLR 3HP FULL	\$86.99	30%	\$60.89
601288	IMPLR 2HP FULL 2 1/2HP UP	\$98.99	20%	\$79.19
601289	IMPLR 1.5HP FULL 2HP UP	\$86.99	30%	\$60.89
601290	IMPLR 1HP FULL 1.5HP UP	\$86.99	30%	\$60.89
601291	IMPLR 3/4HP FULL 1HP UP	\$98.99	20%	\$79.19
601292	IMPLR 1/2HP FULL	\$98.99	20%	\$79.19
601955	ORNG SR SYSTEM3 TANK 27001-61S	\$40.99	30%	\$28.69
602095	MANFLD TOP W/AIR BLD TITAN RPM	\$131.99	30%	\$92.39
602096	AIR BLEED ASSY INT	\$37.99	30%	\$26.59
602229	RING LOCKING PREDATOR	\$108.99	30%	\$76.29
602278	HI-FLOW VLV ONLY 2	\$202.99	30%	\$142.09
602321	NUT MACHINED	\$17.29	30%	\$12.10
602335	BLKHD ASSY 2	\$153.49	30%	\$107.44
602384	LID CLOSURE 8 1/2 BUTRS THD	\$71.99	30%	\$50.39
602414	VLV TA-BUTRS THD 1.5IN	\$224.99	20%	\$179.99
602419	CLAMP ASSEMBLY PT5000	\$331.99	20%	\$265.59
602576	BLKHD FITG S-210 244	\$45.99	30%	\$32.19
602597	LATRL ASSY HA SAND S242MA2	\$80.99	20%	\$64.79
602809	HA MPV KEY/SEAL ASSY SP714CA	\$61.99	30%	\$43.39

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
602879	REPL MODULE F/PLM150 150SQ WG	\$311.99	30%	\$218.39
602926	CART SMALL WG 191SF INNER	\$369.99	30%	\$258.99
602927	CART SMALL WG 100SQ FT INNER	\$249.99	30%	\$174.99
602928	CART LARGE 259SF OUTFR WG	\$519.99	30%	\$363.99
602929	CART LARGE 200SF OUTFR WG	\$428.99	30%	\$300.29
602971	SPRING BARREL NUT ASSY	\$53.99	30%	\$37.79
602996	TOP VLV ASSY	\$216.99	15%	\$184.44
603042	BLEEDR AIR FITG PKG	\$45.99	15%	\$39.09
603058	BLEEDR AIR WITH ORNG	\$9.89	30%	\$6.92
603059	DIVTR VLV W/GASKET	\$54.99	30%	\$38.49
603109	KNOB HA CART CX900G	\$43.99	30%	\$30.79
603175	SPRING 272400 PAF	\$8.99	30%	\$6.29
603176	WSHR S S	\$2.69	30%	\$1.88
603201	TOP ASSY VLV	\$169.99	30%	\$118.99
603206	TOP ASSY VLV 1.5 WHT	\$185.99	30%	\$130.19
603358	VLV 1.5 TOP MT FLGD EQFV	\$238.99	30%	\$167.29
603362	TOP ASSEM 2 WHITE OEM PENTAIR	\$216.99	20%	\$173.59
603363	NUT E-14-S1 PRA	\$1.99	30%	\$1.39
603365	WSHR VLV SPRING	\$6.09	15%	\$5.18
603422	VLV VARI-FLO ASSY 2IN WG	\$254.99	30%	\$178.49
603508	SPRING WOUND TIMER-15 MIN DPST	\$115.99	30%	\$81.19
603552	FACE RING ASSY SS	\$112.49	30%	\$78.74
603584	BULB STD 300W 130V R40 REFL	\$17.89	30%	\$12.52
603626	BULB SPA 100W 12V REFL R20	\$17.19	30%	\$12.03
603632	BULB HAL REFL 12V 75W MR16	\$8.99	30%	\$6.29
603707	EL 90 2 1/2 SXS	\$27.49	30%	\$19.24
603723	COUPLG 3 SXS	\$16.69	30%	\$11.68
603724	COUPLG 2 1/2 SXS	\$10.09	30%	\$7.06
604063	THERM CONTRL	\$172.99	30%	\$121.09
604135	COMM HTR PART	\$40.99	30%	\$28.69
604284	FLOW SWITCH	\$245.99	20%	\$196.79
604294	THERMAL REGLTR KIT	\$108.99	30%	\$76.29
604295	MANFLD BYPASS VLV KIT	\$61.49	30%	\$43.04
604299	WATER PRESS SWITCH	\$81.99	30%	\$57.39
604342	CONTRL BOARD KIT	\$529.99	20%	\$423.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
604344	AIR FLOW SWITCH	\$143.49	30%	\$100.44
604346	IGNITION CONTRL MODULE	\$347.99	30%	\$243.59
604350	THERMISTOR MAX-E-THERM	\$78.99	20%	\$63.19
604351	HI LIMIT SWITCH	\$63.99	30%	\$44.79
604352	AUTO GAS SHUTOFF SWITCH AGS	\$51.49	30%	\$36.04
604354	IGNITOR/IGNITOR GSKT KIT	\$84.90	30%	\$59.43
604393	PRESS SWITCH ESG 2 PSI OEM	\$93.99	30%	\$65.79
604592	TUBE BUNDL C-R265A ASME	\$1,109.99	20%	\$891.07
604705	WELL SENSOR	\$73.99	30%	\$51.79
604709	VLV BYPASS 062235B RAY	\$42.99	30%	\$30.09
604736	BURNER ONLY	\$20.99	30%	\$14.69
604976	FLG INLET/OUTLET	\$97.99	30%	\$68.59
605097	THERMAL FUSE	\$38.99	30%	\$27.29
605200	RY ELEMENT 11KW ELEC HTR 1802F	\$237.99	30%	\$166.59
605251	PF SKIM LID 516216 TAN	\$28.99	30%	\$20.29
605252	CVR SKIM WHT	\$28.99	30%	\$20.29
605380	DEBRIS BSKT ONLY 211100	\$16.29	30%	\$11.40
605751	SKIM COVER HA SP1070 TAN	\$32.99	30%	\$23.09
605835	VLV AS HD 3/8 TUBING VITON SEA	\$46.99	30%	\$32.89
606058	LEAD TUBE WHT 100X1/4 IN	\$61.99	30%	\$43.39
606067	FERRULE PKG 10	\$17.89	30%	\$12.52
606071	NUT CONNECTG 10PK	\$39.99	20%	\$31.99
606081	DUCKBILL CHECK VLV PK5	\$28.99	15%	\$24.64
606083	INJECTION CHECK VLV 3/8 5	\$122.99	15%	\$104.54
606084	INJECTION CHECK VLV 3/8 1	\$47.99	30%	\$33.59
606087	INJECTION CHECK VLV 1/4 5PK	\$89.99	20%	\$71.99
606088	INJECTION CHECK VLV 1/4IN	\$26.99	30%	\$18.89
606093	TUBE ASSY W/E 45-5 PKG 2	\$48.99	15%	\$41.64
606098	TUBE ASSY W/E 45-2 PKG 5	\$108.99	30%	\$76.29
606099	TUBE ASSY W/E 45-2 PKG 2	\$48.99	30%	\$34.29
606114	TUBE HSNG 45-5 1	\$155.99	20%	\$124.79
607727	PLT FACE KIT 08428-0001 STA	\$39.99	30%	\$27.99
607763	FLUID MSTR VLV PLASTIC	\$34.99	30%	\$24.49
607836	PLT CVR FLOOR INLET 08417-0005	\$28.99	30%	\$20.29
607909	SWING CHECK VLV JY 2 SLX2.5 SP	\$94.99	30%	\$66.49

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607915	BLK VLV KNOB	\$13.09	30%	\$9.16
607927	FLOW SWITCH Q8DS 2 PIPE	\$141.99	30%	\$99.39
607971	NPL CPVC 2X12	\$29.99	30%	\$20.99
608185	GASKET HOUSING SQ-RING	\$11.99	30%	\$8.39
608222	ORNG VLV BODY 275333 PAF	\$6.79	30%	\$4.75
608255	GSKT SEAL FOR UP TO 4	\$2.99	30%	\$2.09
608288	ORNG SEAL FLG 071423 PAF	\$4.89	20%	\$3.91
608351	ORNG CLOSURE 154493 PAF	\$5.99	30%	\$4.19
608362	ORNG CHLOR HC3315	\$18.99	20%	\$15.19
608372	GSKT BH MPV 2 IN S/M	\$32.99	15%	\$28.04
608381	ORNG SPACER SX360E HAY	\$15.99	30%	\$11.19
608474	ORNG IMPLR SCREW 1.5-3HP 108 N	\$1.29	30%	\$0.90
608504	O-RING	\$6.49	30%	\$4.54
608538	ORNG S8S70 24850-0009 STA	\$81.99	25%	\$61.49
608577	GSKT SILICONE FOR AQ-LIGHT	\$33.99	30%	\$23.79
608605	GSKT LENS SPX0590G HAY	\$35.99	30%	\$25.19
608656	ORNG FOR CVR 252 HYS	\$15.99	30%	\$11.19
608669	ORNG SEAL PLT 446 HYS	\$9.49	30%	\$6.64
608683	ORNG HA BULKHEAD SX360Z1	\$8.49	30%	\$5.94
608845	NUT/BOLT LADDER STEP	\$4.39	20%	\$3.51
608846	BOLT AND NUT PKG 6 STEP	\$47.99	30%	\$33.59
608848	SCREW DIFSR	\$1.99	30%	\$1.39
608969	LADDER BOLT EA 3/8 X 3-3/16 SS	\$7.19	30%	\$5.03
608991	SCREW IMPLR 1.5-3HP	\$19.09	30%	\$13.36
609117	LOCK WSHR SAMPLE W-4 EAG	\$2.59	30%	\$1.81
609148	SCREW CAP	\$3.49	30%	\$2.44
609150	SCREW TOP VLV LID PF PRAHER	\$4.89	30%	\$3.42
609170	WEDGE BRASS W/BOLT F/D ANCHOR	\$7.59	30%	\$5.31
609211	STEP LADDER PLASTIC	\$60.99	30%	\$42.69
609286	HOOK ROPE 3/4 CLEAT	\$20.99	20%	\$16.79
609296	ANCHOR LADDER-BRASS-EQDE	\$38.99	30%	\$27.29
609419	CART 155SF HARMSCO ST-155 HRM	\$187.99	30%	\$131.59
609513	CART 150 SF C7303 UNI	\$88.99	30%	\$62.29
610080	POWER RELAY	\$122.99	20%	\$98.39
610829	UNION ASSY 2 FLUSH FEM SOCKETW	\$26.99	30%	\$18.89

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
611602	WIRE UNITENSION ASSY S S	\$22.49	30%	\$15.74
611704	FLOW RATE INDICTR	\$161.99	30%	\$113.39
611705	1/2 DRAIN VLV	\$19.49	30%	\$13.64
611706	CONTRL VLV	\$81.99	30%	\$57.39
611710	SCREEN R175251 PAF	\$5.99	30%	\$4.19
611711	LID ASSY COMP R172385D PAF	\$31.99	30%	\$22.39
611727	NEW STYLE PARTS BAG LB300/302	\$54.99	30%	\$38.49
611779	FITG TUBE W/COMP NUT	\$6.49	30%	\$4.54
611790	LUBRICANT SILICONE	\$10.39	30%	\$7.27
611791	CLAMP SADDLE 3/8IN	\$5.89	30%	\$4.12
611905	THERMOMETER W/TUBE & BULB	\$71.99	30%	\$50.39
613356	INLINE THERM 30/130F SL1DW	\$81.99	30%	\$57.39
613450	KIT O-RING NONCOROSIVE SLIDE	\$12.39	30%	\$8.67
613532	HOSE FLEXIBLE 3 - 1 1/2IN	\$22.49	30%	\$15.74
613552	LIGHT 12V 300W W/50CORD WG	\$427.99	20%	\$342.39
613578	SCREW FOR SS FACE PLATE	\$2.69	30%	\$1.88
613587	STRAINER AIR RELIEF FOR 3/8 OD	\$9.29	30%	\$6.50
615063	HA PUMP SEAL SP4000SA2	\$31.99	30%	\$22.39
615064	HA T-SEAL COVER SP4000TS	\$37.99	30%	\$26.59
617000	BSKT JY PUMP R4459	\$22.99	20%	\$18.35
617044	SQZ TUBE 13IN CLR RC 523115	\$20.99	30%	\$14.69
617045	SQZ TUBE 13IN BLK RC 523114	\$25.99	30%	\$18.19
617049	TUBING 7/16X100 RC 520116	\$92.99	30%	\$65.09
617086	SEAL PLT KIT JY PUMP R4452	\$182.99	30%	\$128.09
617087	DIFSR JY PUMP R04454	\$54.99	30%	\$38.49
617088	PUMP SEAL PB4-60 BOOSTER PUMP	\$22.99	20%	\$18.39
617095	ORNG JY STLTH PUMP LID	\$24.99	30%	\$17.49
617097	ORNG JY SEAL PLT R4463	\$40.99	30%	\$28.69
617414	HA IGNITOR IGN1930	\$82.99	30%	\$58.09
617652	ORNG PF EQ SEAL PLT 356780	\$51.49	20%	\$41.19
619018	9300 FILTR CANISTAR R-5178	\$71.99	30%	\$50.39
620081	MOTOR SQ FLANGE 2HP-SMALL BARR	\$477.99	30%	\$334.59
620096	MOTOR Q3102 1HP 3 PHASE	\$447.99	20%	\$358.39
620113	MOTOR 1 1/2 HP 48 FR SQ FL 3 P	\$579.99	30%	\$405.99
620150	MOTOR 56Y SQ FL FULL 3 HP EE	\$729.99	30%	\$510.99



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
620183	MOTOR SQ FL 5HP 1 PH	\$769.99	20%	\$615.99
620188	MOTOR 7 1/2HP 3 PHASE	\$1,709.99	20%	\$1,367.99
620818	COLOR SPLASH 2G POOL 120V	\$199.99	15%	\$169.99
620843	BALL VALVE 2 SLIP X 2 SLIP	\$15.79	20%	\$12.63
620866	CHLORINATOR TUBING 3/8 8FT	\$10.29	30%	\$7.20
620917	INTELLICHLOR ACID CLEANING KIT	\$27.99	35%	\$18.25
620965	LID SKIMMER W/THERMOMETER - BU	\$84.99	30%	\$59.49
620974	STACK FLUE SENSOR REPLACEMENT	\$117.99	20%	\$94.39
621040	SPABRITE LIGHT SS FACE 100W 12	\$339.99	20%	\$271.99
621058	CART MOD SR SYSTEM2 PLM200	\$459.99	40%	\$275.99
621147	SKIMMER WEIR CONVERSION	\$36.99	20%	\$29.59
621151	HANDRAIL STABILIZING PLUG 1.9	\$56.99	30%	\$39.89
621588	SKIM BSKT WWAY REN 542-3240	\$17.29	30%	\$12.10
621602	ANTI-VORTEX COVER WHITE	\$12.99	15%	\$11.04
622189	WASHER	\$2.29	30%	\$1.60
622309	LATERAL SD60 AND SD80 EXTRA LO	\$9.29	30%	\$6.50
622358	TRAP O-RING	\$18.09	20%	\$14.47
622484	LOCK RING CLAMP - ALMOND (WISP	\$46.99	30%	\$32.89
622572	IGNITOR NT STD	\$83.99	20%	\$67.19
622719	VOLUTE WFE (ALMOND) (AFTER 11/	\$212.99	20%	\$170.39
622753	TANK BODY ASSY	\$268.99	20%	\$215.19
622830	CIRCUIT BOARD LX80	\$539.99	20%	\$431.99
623461	EMERSON SQ.FL 5HP FULLRATED 20	\$589.99	20%	\$471.99
623889	DIFFUSER	\$51.99	30%	\$36.39
623956	TRI STAR STRAINER COVER KIT	\$97.99	30%	\$68.59
624037	TRI STAR STRAINER HOUSING WITH	\$319.99	20%	\$255.99
624061	MAIN PCB AQUA RITE	\$337.99	20%	\$270.39
624102	INSIDER HYDROSTREAM 1 WG	\$4.19	30%	\$2.93
624166	2 MULTIPOST VALVE W/ CLAMP & O	\$299.99	30%	\$209.99
624453	COVER W/FLAP JY CHECK VLV 7056	\$46.99	20%	\$37.59
624519	IGNITER	\$125.99	30%	\$88.19
624520	IGNITER ASSEMBLY HI-E2	\$133.99	30%	\$93.79
624545	FLAME SENSOR LD LAARS LITE 2	\$204.99	30%	\$143.49
625397	TOP ASSY.VALVE 2WHITE W/DECAL	\$80.99	30%	\$56.69
625442	THERMAL FUSE	\$47.99	30%	\$33.59

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
625450	T & P GAUGE	\$57.99	30%	\$40.59
625461	BURNER SINGLE	\$73.99	30%	\$51.79
625478	TEMPERATURE SENSOR IID UNITS	\$78.99	30%	\$55.29
625481	GAUGE KIT TEMP & PRESSURE	\$87.99	30%	\$61.59
625514	PILOT IID NATURAL GAS	\$152.99	30%	\$107.09
625535	RET HEADER IRON ASME185-405	\$148.99	30%	\$104.29
625537	REFRACTORY COMMON LEFT & RIGHT	\$211.99	20%	\$169.59
625558	VALVE GAS NAT. IID LO NOX	\$268.99	20%	\$215.19
625560	BLOWER	\$289.99	20%	\$231.99
625594	TUBE BUNDLE COPPER 206A 207A A	\$1,089.99	20%	\$871.99
625599	TUBE BUNDLE COPPER 406A 407A A	\$1,279.99	30%	\$895.99
625659	SQUEEZE TUBE CLEAR W/CLMP-FTG	\$21.99	30%	\$15.39
625662	SQUEEZE TUBE (BLACK) W/CLAMP &	\$25.99	30%	\$18.19
625671	COMPLETE HOSE ASSEMBLY RC50 &	\$55.99	30%	\$39.19
625784	ELITE TREAD END CAP BLACK R/L	\$10.29	15%	\$8.75
626508	THERMAL REGULATOR	\$67.99	20%	\$54.39
626529	MEMBRANE PAD REPLACEMENT	\$143.99	30%	\$100.79
626594	V CLAMP FOR TANK BODY	\$99.99	30%	\$69.99
627389	T&P GAUGE KIT FLOW SWITCH	\$579.99	20%	\$463.99
628158	STANDARD DEBRIS BAG W/O CLEAT	\$64.99	30%	\$45.49
628159	STANDARD FINE BAG BLUE	\$64.99	30%	\$45.49
630333	ZINC ANODE VALVE DELUXE 2IN	\$99.99	20%	\$79.99
631147	MANIFOLD HA CART CX3030C	\$121.99	30%	\$85.39
632464	BLK WHISPER FLO / INTELLI FLO	\$7.49	30%	\$5.24
632860	PF IMPLR VS INTLXF-12 400015	\$112.49	20%	\$89.99
633050	IGNITER HSI-KIT HIGH DELTA	\$86.99	30%	\$60.89
633709	TEMP SENSOR W/ SLEEVE GSKT	\$142.99	30%	\$100.09
633717	HOT SURFACE IGNITOR	\$170.99	30%	\$119.69
634033	AS 6 IN BULKHD ADPT 1.5 THD	\$14.99	20%	\$11.99
674631	BOTTOM LID ASSY & SUPPORT	\$38.99	30%	\$27.29
677460	MAGIC CHECK VALVE 2IN SLIP	\$49.99	20%	\$39.99
900012	FLOW SUCTION COVER 9IN WHITE	\$64.99	20%	\$51.99
900040	AQUA CREEK BASE GEAR SCOUT	\$364.99	15%	\$310.24
900114	PARAGON LADDER TREAD 19IN STEP	\$61.99	20%	\$49.59
900140	IN GROUND POOL LIGHT ADAPTER	\$56.99	30%	\$39.89

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
900187	VALVE FLOAT ASSY RESERVOIR	\$73.99	20%	\$59.19
900202	ROTARY FLOW SENSOR	\$308.99	20%	\$247.19
900224	LIFT OPERATOR 2 BUTTON KIT	\$453.99	20%	\$363.19
900331	CONTROL BOX F/PRO & EZ LIFT	\$254.99	20%	\$203.99
900515	ACTIVATION KEYS SET OF 4	\$114.99	15%	\$97.74
900563	TORO VALVE 1IN HYDROLIC PVC	\$78.99	20%	\$63.19
900784	HAND CONTROL 2 BUTTON 1 CHNNL	\$173.99	20%	\$139.19
900906	LIFT OPERATOR 4 BUTTON KEYED	\$659.99	20%	\$527.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
12044	1LB CHLOR B1	\$5.99	30%	\$4.19
12055	8LB CHLOR BRITE GRANULAR	\$43.99	20%	\$35.19
12057	ULTIMA TOTAL CONTROL 3LB	\$29.99	20%	\$23.99
12061	25LB CHLOR BRITE GRANULAR	\$124.99	30%	\$88.02
12064	40LB CHLOR BRITE GRANULAR	\$169.99	30%	\$118.99
12100	4LB CHLOR FLOAT FLOATING CHLORINATOR	\$32.99	30%	\$23.09
12114	12.5LB WTRMTC	\$69.99	30%	\$48.99
12156	8LB 1" CHLOR TABS	\$51.99	30%	\$36.39
12160	20LB 1" CHLOR TAB	\$69.99	30%	\$48.99
12165	35LB 1" CHLOR TAB	\$112.99	20%	\$90.39
12234	50LB CHLOR STICKS	\$183.99	30%	\$128.50
12302	CONDITIONER 4LB	\$29.99	30%	\$20.99
12305	CONDITIONER 8LB	\$49.99	30%	\$34.99
12306	CONDITIONER 1GAL	\$41.99	30%	\$29.39
12418	8OZ BAGGED TAB 2PK	\$9.49	30%	\$6.64
12423	7LB 3" JUMBO TABS	\$41.99	30%	\$29.39
12427	20LB 3" JUMBO TABS	\$69.99	20%	\$55.99
12437	35LB 3" JUMBO TABS	\$89.99	15%	\$76.49
12439	20LB JUMBO WRAPPED TABS	\$69.99	15%	\$59.49
12440	35LB JUMBO WRAPPED TABS	\$99.99	20%	\$80.38
12449	SO 50LB POOLINE 3IN TABS	\$104.99	21%	\$82.99
12450	POOL FRSH 50LB 3" JUMBO TABS	\$124.99	20%	\$99.99
12456	50 LB TRICHLOR GRANULAR	\$176.99	20%	\$141.59
12457	50 LB JUMBO TAB (UNWRAP)	\$104.99	28%	\$75.99
12460	50LB JUMBO WRAPPED TABS	\$129.99	12%	\$113.84
12471	50LBGRANULAR TRICHLOR CLEARVIEW	\$176.99	20%	\$141.59
12500	100Z GENESIS SHCK	\$4.99	30%	\$3.49
12612	35LB MIGHTY TABS	\$129.99	20%	\$103.99
13118	LESLIES CLEAR AID 2L	\$29.99	30%	\$20.99
13144	LESLIES PERFECT WEEKLY 3L	\$59.99	30%	\$41.99
13341	AQUASILK ALGAECIDE 32OZ	\$18.99	30%	\$13.29
13342	AQUASILK SANITIZER	\$34.99	20%	\$27.99
13343	AQUASILK SHOCK	\$21.49	30%	\$15.04
14007	BLACK ALGAE KILLER QT	\$31.99	30%	\$22.39
14008	COPPER ALGAECIDE QT	\$29.99	30%	\$20.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
14012	BLACK ALGAE KILLER QT	\$29.99	30%	\$20.99
14018	COPPER ALGAECIDE QT	\$28.99	30%	\$20.29
14021	BLK ALGAE KILLER 1/2GAL	\$39.99	30%	\$27.99
14023	BACK TO BLUE L QT	\$39.99	20%	\$31.99
14024	BLK ALGAE KILLER 1/2GAL	\$43.99	30%	\$30.79
14025	ALGAE CONTROL QT	\$34.99	30%	\$24.49
14028	ALGAE CONTROL 1/2 GAL	\$58.99	30%	\$41.29
14030	ALGAE CONTROL GAL	\$97.99	30%	\$68.59
14038	SILVERTRINE QUART	\$73.99	30%	\$51.79
14049	AQUA PURE 32OZ	\$29.99	20%	\$23.99
14051	BIODEX SKILL IT 32OZ	\$39.99	30%	\$27.99
14052	SKILL IT 1 GAL	\$97.99	30%	\$68.59
14060	*ALKALINITY UP 5LB	\$16.99	30%	\$11.89
14063	ALKALINITY UP 10LB	\$27.99	30%	\$19.59
14068	*ALKALINITY UP 30LB	\$61.99	30%	\$43.39
14069	ALKALINITY UP 50LB	\$79.99	30%	\$55.99
14071	ALUMINUM ENHANCER 8LB	\$31.49	30%	\$22.04
14101	STAIN REMOVER 2LB	\$49.99	32%	\$33.99
14105	PHOS FREE 2LTR	\$35.99	30%	\$25.19
14113	CLEAR 4IN1 CLARIFIER	\$71.99	30%	\$50.39
14118	POOL 1ST AID 2LTR	\$26.99	30%	\$18.89
14128	CLEAN & PERFECT 24OZ	\$15.99	30%	\$11.19
14130	SPA BROMIDE 4LB	\$42.99	30%	\$30.09
14136	LIQUID SPA pH UP 1QT	\$18.99	30%	\$13.29
14139	COVER FREE COMMERCIAL AF 1G	\$101.99	30%	\$71.39
14141	POOL MAGIC PHOS FREE 1LTR	\$26.99	30%	\$18.89
14143	POOL PRFCT PHOS FREE 2LTR	\$39.99	30%	\$27.99
14144	POOL PRFCT PHOS FREE 3LTR	\$49.99	30%	\$34.99
14145	PHOSFREE 3LTR	\$46.99	30%	\$32.89
14146	POOL PERFECT 3 LITER	\$42.99	60%	\$17.20
14147	POOL PERFECT PLUS 5 GAL	\$331.99	30%	\$232.39
14152	PHOSFREE EXTRA STRENGTH 3L	\$84.99	30%	\$59.49
14157	BROM 25LB TABS	\$139.99	20%	\$111.99
14160	SPA PERFECT COMMRCIAL AF 1G	\$81.99	30%	\$57.39
14174	NCI SPA STAIN AND SCALE-PINT	\$16.99	30%	\$11.89

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
14178	NATURES CARE PURE-ZYME	\$9.99	30%	\$6.99
14181	POW POW PRO 50LB	\$164.99	30%	\$115.49
14182	POW POW PRO 100LB	\$249.99	30%	\$174.99
14183	POW POW PLUS 25LB	\$124.99	30%	\$87.49
14190	50LB POWER POWDER GRANULAR	\$154.99	30%	\$108.49
14191	100LB POWER POWDER GRANULAR	\$229.99	35%	\$149.49
14207	25LB POWER POWDER GRANULAR 70	\$92.99	30%	\$65.09
14208	50LB POWER POWDER GRANULAR 70	\$169.99	30%	\$118.99
14209	100LB POWER POWDER GRANULAR 70	\$244.99	30%	\$171.49
14220	POOL PURGE 2 LITER	\$35.99	30%	\$25.19
14221	SCALE FREE 1/2 GALLON	\$41.99	30%	\$29.39
14222	ULTIMATE SCALE REMOVER 1/2 GAL	\$41.99	30%	\$29.39
14223	ULTIMATE SCALE CONTROL 1/2 GAL	\$41.99	30%	\$29.39
14225	CART CLEANER QT	\$17.49	30%	\$12.24
14227	CART CLEANER 1/2 GAL	\$31.99	30%	\$22.39
14253	CHLOR NEUTRALZR 3LB	\$15.99	30%	\$11.19
14256	CHLOR NEUTRALZR 25LB	\$68.99	30%	\$48.29
14271	2.5 GAL JUG (EMPTY)	\$6.49	20%	\$5.19
14305	25LB BROMINE HYDRIA CLEAR	\$181.99	30%	\$127.39
14306	50LB BROMINE HYDRIA CLEAR	\$302.99	35%	\$196.94
14314	LESLIE'S 24LB DE POLY BAG	\$27.99	30%	\$19.59
14341	LESLIES CELLULOSE FIBER 3 LB	\$27.99	30%	\$19.59
14345	25LB GENERC CELLULOSE FIBER	\$114.99	30%	\$80.49
14349	DRY ACID 2LB	\$11.49	30%	\$8.04
14353	DRY ACID 10LB	\$24.99	30%	\$17.49
14357	DRY ACID 25LB	\$51.99	30%	\$36.39
14390	SPRAY RINSE FLTR CLN	\$17.99	30%	\$12.59
14400	SAND FILTER REVITALIZER QT	\$20.99	30%	\$14.69
14410	SUPER FLOC QT	\$20.99	30%	\$14.69
14416	CAL TREAT 2.5LB	\$41.99	20%	\$33.59
14420	HARDNESS PLUS 4LB	\$16.49	35%	\$10.72
14423	HARDNESS PLUS 8LB	\$25.99	40%	\$15.59
14425	HARDNESS PLUS 15LB	\$38.99	35%	\$25.34
14427	HARDNESS PLUS 25LB	\$56.99	30%	\$39.89
14428	HARDNESS PLUS 45LB	\$81.99	30%	\$57.39

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
14430	BIO-ACTIVE CYA REDUCER 8OZ	\$59.99	30%	\$41.99
14494	MEASURING CUP 16 oz	\$5.99	30%	\$4.19
14513	CULATOR POWERPAK METAL/STAIN	\$29.99	30%	\$20.99
14516	CULATOR ULTRA POWERPAK 4.0	\$69.99	20%	\$55.99
14540	1LB FRESH N CLEAR CHLORINE FREE SHOCK	\$5.99	30%	\$4.19
14546	25LB FRESH N CLEAR CHLORINE FREE SHOCK	\$119.99	30%	\$83.99
14547	40LB FRESH N CLEAR CHLORINE FREE SHOCK	\$169.99	20%	\$135.99
14550	2LB FRESH N CLEAR CHLORINE FREE SHOCK	\$17.99	30%	\$12.59
14626	1LB CHLOR BOOST	\$3.99	50%	\$1.99
14670	CH 1LB POWPOW PLUS	\$5.99	30%	\$4.19
14676	POWER POWDER PLUS (6X1LB)	\$33.99	40%	\$20.39
14679	1LB POW POW PLUS 73	\$5.99	30%	\$4.19
14682	25LB POW POW PLUS 73	\$124.99	30%	\$87.49
14695	DE SCALE IT QT	\$23.99	30%	\$16.79
14698	SCOOP DE	\$7.99	30%	\$5.59
14706	PEA GRAVEL 1/4 X 1/8 50LB	\$12.99	30%	\$9.09
14730	SODA ASH 5LB	\$18.99	35%	\$12.34
14733	SODA ASH 10LB	\$27.99	35%	\$18.19
14736	SODA ASH 30LB	\$63.99	35%	\$41.59
14738	*SODA ASH 50LB PAIL	\$75.99	35%	\$49.39
14792	NO MORE PROBLEMS QT	\$29.99	30%	\$20.99
14812	NO MORE PROBLEMS GAL	\$79.99	20%	\$63.99
14819	STANDARD COMBO KIT	\$54.99	20%	\$43.99
14825	TILE CLEANER QT	\$13.99	30%	\$9.79
14827	BIODEX LB300 TILE CLEANER QT	\$29.99	25%	\$22.49
14832	DELUXE COMBO KIT	\$84.99	15%	\$72.24
14834	METAL FREE LTR	\$31.99	30%	\$22.39
14854	1 GAL ORENDA CV600 ENZYME	\$161.99	30%	\$113.39
14869	QT ORENDA PR10000 PHOS REMVR	\$71.99	30%	\$50.39
14870	1G ORENDA PR10000 PHOS REMVR	\$240.99	30%	\$168.69
14916	ULTRA BRIGHT CLAR 1QT	\$19.99	30%	\$13.99
14917	ULTRA BRIGHT CLAR 1/2 GAL	\$34.99	50%	\$17.49
14918	ULTRA BRIGHT CLAR GAL	\$55.99	35%	\$36.58
14920	CLEAR & PERFECT 1QT	\$27.99	30%	\$19.59
14931	CRYSTAL CUBE GEL BLOCK	\$7.99	30%	\$5.59

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
14933	CLEAREX 500 CONC. 1QT	\$31.99	30%	\$22.39
14934	CLEAREX 500 CONC. 1GAL	\$94.99	30%	\$66.49
14935	PLASTER WHITE N BRIGHT 1QT	\$31.99	20%	\$25.59
14940	OIL OUT 1GALLON	\$70.99	30%	\$49.69
14941	SEAKLEAR PRS 2-QT SYSTEM	\$39.99	20%	\$31.99
14943	OIL OUT 1QUART	\$20.99	30%	\$14.69
14945	SEAKLEAR GAL NATRL CLARFIER	\$89.99	30%	\$62.99
14953	SEAKLEAR PHOS REMOVR GAL	\$249.99	30%	\$174.99
14954	SEAKLEAR PHOS REMOVR QT	\$76.99	30%	\$53.89
14957	SEAKLEAR QT RESCUE KLEAR	\$19.99	30%	\$13.99
14958	SEAKLEAR GAL RESCUE KLEAR	\$69.99	30%	\$48.99
14961	SEAKLEAR QT 90DAY ALGAE	\$39.99	30%	\$27.99
14962	SEAKLEAR GAL 90DAY ALGAE	\$139.99	30%	\$97.99
14975	GREEN TO CLEAN 2LB	\$23.49	30%	\$16.44
14976	GREEN TO CLEAN 4LB	\$39.99	30%	\$27.99
14989	YELLOW OUT 8 OZ	\$5.99	30%	\$4.19
14990	YELLOW OUT 2LB	\$23.49	30%	\$16.44
14991	YELLOW OUT 4LB	\$39.99	30%	\$27.99
14993	YELLOW OUT 20LB	\$124.99	45%	\$68.74
14997	YELLOW TREAT 2LB	\$24.99	30%	\$17.49
15130	UNDERWATER VAC ALERT VA-2000S	\$699.99	15%	\$594.99
15301	FOUNTEC 64OZ	\$71.49	30%	\$50.04
15336	F-10 FOAM KILL GL	\$40.99	30%	\$28.69
15464	POOLRX BLUE (7.5K-20K)	\$84.99	20%	\$67.99
15465	POOLRX BLACK (20K-30K)	\$99.99	20%	\$79.99
15466	POOLRX BOOSTER REPL MINERALS	\$39.99	20%	\$31.99
15508	T-CELL CLEANING STAND	\$29.99	30%	\$20.99
15509	DK CELL UNION HA SLIP 2IN EA	\$31.49	20%	\$25.19
16174	FLOATER DERBY DUCK	\$26.99	30%	\$18.89
16205	HA CHLOR CL220 9LB OFFLINE	\$105.99	15%	\$90.09
16207	9LB IN-LINE CHEMICAL FEEDER	\$68.99	30%	\$48.29
16208	HA CHLOR CL200 9LB INLINE 1.5IN	\$105.99	20%	\$84.79
16209	SOLAR POWERED DIGITAL THERM	\$16.89	30%	\$11.82
16211	5 LB OFF-LINE CHLORINATOR	\$74.99	30%	\$52.49
16212	9lb OFF-LINE FEEDER W FITTING	\$84.99	30%	\$59.49



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
16220	FLOATER BROMINE SPLASHER	\$15.49	36%	\$9.99
16221	FLOATER APOLLO	\$15.99	30%	\$11.19
16222	ACCESSORY HANGERS 2 POLE.	\$9.99	30%	\$6.99
16223	FLOATER SURFIN SHARK	\$26.99	30%	\$18.89
16227	FLOATER CLOWN FISH	\$22.99	30%	\$16.09
16326	WASHER RA SADDLE TEE 172033	\$1.39	30%	\$0.97
16329	CHECK VLV 1/4 RA 172323	\$18.69	30%	\$13.08
16330	DK TBNG 3/8 X 8FT RA 172023	\$11.29	30%	\$7.90
16342	CHECK VLV INLET HA CL220EA	\$16.09	30%	\$11.26
16345	ORNG HA CHLOR CLX200	\$19.79	30%	\$13.85
16346	TEE TUBING KIT HA CL220GA	\$24.99	30%	\$17.49
16370	DK CHLOR CAP RA 172008W	\$15.69	30%	\$10.98
16371	CLAMP 3/8 SS RA TUBE 175013	\$6.29	30%	\$4.40
16372	SADDLE FITG RA CHLOR R172262	\$6.09	30%	\$4.26
16373	GSKT RA SADDLE FITG 172263	\$4.79	30%	\$3.35
16374	DK SADDLE CLAMP 1/2 RA 172264	\$10.89	15%	\$9.26
16375	SADDLE CLAMP XL RA 172264XL	\$14.59	30%	\$10.21
16376	CHECK VALVE 1/2 RA 172324NS	\$29.99	20%	\$23.99
16378	PARTS KIT RA CHLOR 172275	\$102.49	30%	\$71.74
16381	DK CHECK VLV 1/2 RA 320 172248	\$10.59	30%	\$7.41
16383	DK COMP NUT 1/2 RA 172274	\$2.89	30%	\$2.02
16385	SUPPORT SPRING RA TUBE 171097	\$6.09	30%	\$4.26
16387	SPA TAB CHAMBER RA 172037	\$17.39	30%	\$12.17
16388	DK SCREEN RA 320 BASEUSE 16393	\$5.09	20%	\$4.07
16389	DK PVC CHECK VLV 1.5-2 RA 1722	\$59.99	30%	\$41.99
16390	DK CONTROL VLV 1/4 RA 172060	\$18.49	20%	\$14.79
16391	DK CONTROL VLV 1/2 RA 172086	\$42.99	20%	\$34.39
16394	CHECK VALVE 1/2IN RA 172020	\$4.89	30%	\$3.42
16400	DK CHECK VLV ELBOW RA 172061	\$7.29	30%	\$5.10
16410	DK COMP NUT 3/8 RA 18706	\$3.89	30%	\$2.72
16411	DK ELBOW 1/2 MPT X HOSE RA 172	\$11.29	30%	\$7.90
16414	DK NIPPLE 1/2 MPT RA 172256	\$7.09	30%	\$4.96
16415	DK SADDLE CLAMP KIT RA	\$16.79	30%	\$11.75
16418	DK TUBING 1/2 X 12FT RA 172269	\$19.19	30%	\$13.43
16419	TUBE RA 320 TOP FEED 172253	\$5.69	30%	\$3.98

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
16420	WRENCH RA LID 172052	\$28.99	30%	\$20.29
16470	40LB PROS PICK POOL SALT	\$11.49	30%	\$8.04
16504	DRAIN PLUG 1/4 HA SP1700FGV	\$6.69	30%	\$4.68
18510	PHOSPHATE TEST STRIP 10CT	\$11.99	30%	\$8.39
18537	IPF AC INJECTION FITTING	\$39.99	20%	\$31.99
18547	TEST KIT DLX DPD TLR	\$41.99	30%	\$29.39
18548	TEST KIT DLX OTO TLR	\$39.99	30%	\$27.99
18553	BSC KIT REFILL 2PK	\$12.99	30%	\$9.09
18554	TEST KIT BSC OTO TLR	\$14.99	30%	\$10.49
18571	TEST KIT BASIC DPD	\$17.99	30%	\$12.59
18576	TEST KIT RESIDENTIAL COMPLETE	\$61.99	30%	\$43.39
18587	TEST SOL CYANURIC GAL	\$29.99	30%	\$20.99
18690	TEST TABS DPD LB1 50 PK	\$12.49	30%	\$8.74
18691	TEST TABS PHENOL 50	\$12.99	20%	\$10.39
18692	TST STPS SILVER 7WAY 100PK	\$29.99	30%	\$20.99
18720	LESLIE'S 4WAY 50CT TEST STRIPS	\$13.99	30%	\$9.79
18721	LESLIE'S 5WAY 50CT TEST STRIPS	\$14.49	30%	\$10.14
18722	LESLIE'S 7WAY 50CT TEST STRIPS	\$19.99	30%	\$13.99
18723	LESLIE'S PRO 100CT TEST STRIPS	\$29.99	30%	\$20.99
18724	LESLIE'S SALT 10CT TEST STRIPS	\$9.99	30%	\$6.99
18726	INSTALINK 5 SMARTSCAN 25CT	\$19.99	30%	\$13.99
18727	LESLIE'S 6WAY 50CT TEST STRIPS	\$14.99	35%	\$9.74
18730	INSTATEST COPPER/IRON 2-25CT	\$31.99	30%	\$22.39
20110	BAG FINE MESH 26X15	\$23.99	30%	\$16.79
20116	DK BAG LEAF BAGGER	\$15.89	30%	\$11.12
20118	DK BAG AG LEAF BAGGER	\$12.49	30%	\$8.74
20131	CORNER BRUSH	\$14.99	30%	\$10.49
20132	20IN FLEXIBLE WALL BRUSH	\$23.99	30%	\$16.79
20134	20IN VACUUM BRUSH	\$19.59	30%	\$13.71
20137	STND 18IN BRUSH	\$16.99	30%	\$11.89
20144	LEAF BAGR COMBO BRSHWHEL	\$41.99	30%	\$29.39
20148	STND LEAF RAKE	\$19.99	30%	\$13.99
20149	STND LEAF SKIMMER	\$16.99	30%	\$11.89
20152	ALU 6-12FT STD TELEPOLE	\$29.99	30%	\$20.99
20154	GORILLA PRO LEAF RAKE	\$33.99	30%	\$23.79

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
20155	STND 18IN COMBO BRUSH	\$25.99	30%	\$18.19
20157	STND 5IN WIRE BRUSH	\$18.99	30%	\$13.29
20159	GORILLA LEAF SKIMMER	\$29.99	30%	\$20.99
20161	GORILLA 22IN FLEXIBLE BRUSH	\$29.99	30%	\$20.99
20169	ALGAE REMOVER TAB HOLDER	\$19.99	30%	\$13.99
20174	5IN ALUM. BRUSH NYLON BRISTLES	\$9.99	30%	\$6.99
20176	TRIANGULAR WATERLINE SCRUBBER	\$15.49	30%	\$10.84
20184	ERASE IT CALCIUM	\$16.39	20%	\$13.11
20185	ERASE IT TILE GROUT	\$11.29	30%	\$7.90
20186	ERASE IT CONCRETE & PLASTER	\$16.39	20%	\$13.11
20192	PRO 22IN BRUSH	\$31.99	30%	\$22.39
20320	DRAIN JET 1.5 TO 2.5	\$45.99	20%	\$36.79
20447	ECON LEAF RAKE	\$9.99	30%	\$6.99
20448	ECON LEAF SKIMMER	\$8.49	30%	\$5.94
20450	ALUMINUM FRAME MESH RAKE	\$25.99	30%	\$18.19
20462	PIRANHA COMP W/REG BAG 18in	\$43.99	30%	\$30.79
20463	PIRANHA COMP W/DEEP BAG 24i	\$48.99	30%	\$34.29
20464	STINGRAY SKIMMER NET	\$32.99	30%	\$23.09
20465	ALUMINUM FRAME MESH SKIMMER	\$21.99	30%	\$15.39
20468	STINGRAY LEAF RAKE FINE	\$35.99	30%	\$25.19
20475	PIRANHA REPLACEMENT CUFF	\$10.89	20%	\$8.71
20480	PIRANHA COMP WIDE MOUTH BAG	\$47.99	30%	\$33.59
20482	PIRANHA 10IN NYLON BRUSH	\$25.99	25%	\$19.49
20485	PIRANHA 10IN STAIN STEEL BRUSH	\$29.99	30%	\$20.99
20486	PIRANHA 20IN STAIN STEEL BRUSH	\$47.99	30%	\$33.59
20509	SWEEPEASE PRO 18IN POOL BRUSH	\$28.99	30%	\$20.29
20651	PUMICE POLE EXTEND	\$12.99	20%	\$10.39
20653	POOLSTONE POLE ATTACHEMENT	\$12.99	30%	\$9.09
20654	POOLSTONE LARGE BLOCK	\$9.99	30%	\$6.99
20656	POOLSTONE 3 PACK	\$16.99	30%	\$11.89
20658	POOLSTONE STARTER HANDLE	\$9.99	30%	\$6.99
20660	PUMICE STONE 3 PACK	\$17.99	30%	\$12.59
20661	PUMICE STONE POLE ATTACHMENT	\$13.49	30%	\$9.44
20664	PUMICE STONE LARGE BLOCK	\$10.09	30%	\$7.06
20721	STARFISH SCUM ABSORBANT FOAM	\$15.99	30%	\$11.19

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
20732	DEBRIS SHIELD 5PK	\$14.99	40%	\$8.99
20735	SKIMMER W/ 4' POLE	\$17.49	30%	\$12.24
20770	EZ SNAP SPRINGS EA	\$1.69	40%	\$1.01
20771	SNAP RITE SPRING 3PK	\$5.29	30%	\$3.70
20781	8' TO 16' FIBERGLASS TELEPOLE	\$89.99	30%	\$62.99
20784	PIRANHA 8'-16' POWER TELEPOLE	\$101.99	30%	\$71.39
20790	HANDLE GRIP TELEPOLE	\$3.19	30%	\$2.23
20792	LOCK CAM TELEPOLE	\$10.99	30%	\$7.69
20793	FIBERGLASS POLE 12 FT	\$98.99	25%	\$74.24
20794	FIBERGLASS POLE 16 FT	\$126.99	20%	\$101.59
20795	ALU POLE 8'16' STD GRIP POLE	\$35.49	30%	\$24.84
20797	GORILLA PRO POLE 8'-16' 2PC	\$49.99	30%	\$34.99
20798	TELEPOLE THREE PIECE	\$31.99	30%	\$22.39
20799	16FT STRAIGHT POLE	\$45.99	20%	\$36.79
20806	THERM DERBY DUCK	\$14.29	30%	\$10.00
20808	EZ COMBO THERMOMETER W/ STRING	\$14.99	30%	\$10.49
20811	THERM SURFIN SHARK	\$14.29	30%	\$10.00
20812	THERM CLOWN FISH	\$13.99	30%	\$9.79
20866	THERMOMETER	\$8.99	30%	\$6.29
20867	AG VINYL TRI-VAC	\$39.99	30%	\$27.99
20868	STND FLEX VAC HEAD	\$45.49	30%	\$31.84
20870	PRO TELEPOLE 8'-16'	\$56.99	30%	\$39.89
20881	STND VINYL VAC HEAD	\$27.99	30%	\$19.59
20883	DELUXE TRANSPARENT TRIVAC HEAD	\$46.49	30%	\$32.54
20885	REPLACEMENT VAC HANDLE	\$11.49	30%	\$8.04
20940	VAC WHEELS 4PK DLX	\$15.19	30%	\$10.63
20956	WHEELS 3PK LEAF BAGGER	\$16.09	30%	\$11.26
20975	WING NUT AND BOLT TELEPOLE	\$1.99	30%	\$1.39
20977	SWIVEL ADPT RA VAC 201566	\$5.49	30%	\$3.84
20979	SWIVEL RA VAC HANDLE 201408	\$33.99	30%	\$23.79
20993	FLEX STRIP RA 201776 WHT SM	\$5.19	20%	\$4.15
20994	FLEX STRIP RA 201778 BLU LG	\$5.39	15%	\$4.58
20996	VAC WHEELS RA 201557 EA	\$7.69	30%	\$5.38
22102	HOSE CLAMP 1.5-2 IN SS 2PK	\$6.49	30%	\$4.54
22426	BACKWASH HOSE 1.5IN X 25FT	\$17.49	30%	\$12.24

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
22427	BACKWASH HOSE 1.5IN X 50FT	\$25.99	30%	\$18.19
22429	BACKWASH HOSE 2IN X 25FT	\$19.99	30%	\$13.99
22431	BACKWASH HOSE 2IN X 50FT	\$34.99	30%	\$24.49
22432	BACKWASH HOSE 2IN X 100FT	\$49.99	30%	\$34.99
22443	BULK FLTR HOSE 1.5X3FT	\$10.49	30%	\$7.34
22444	BULK FILTER HOSE 1.25X3 FT	\$7.29	30%	\$5.10
22472	VAC HOSE 1.5X25FT	\$36.99	30%	\$25.89
22474	VAC HOSE 1.5X35FT	\$53.99	30%	\$37.79
22476	VAC HOSE 1.5X45FT	\$67.99	30%	\$47.59
22480	I-HELIX 1 1/2 X 50	\$113.99	30%	\$79.79
22482	I-HELIX VAC HOSE 2X50FT	\$169.99	25%	\$127.49
22484	I-HELIX VAC HOSE 1.5X75FT	\$163.99	30%	\$114.79
22487	I-HELIX VAC HOSE 1.5X100FT	\$199.99	30%	\$139.99
22488	I-HELIX 2 X 100 WITH SWIVEL	\$299.99	20%	\$239.99
22546	HOSE CUFF 1.5 STD	\$4.39	30%	\$3.07
22549	HOSE CUFF 1.5 SWIVEL	\$9.99	30%	\$6.99
24300	LATCH MAGNALATCH	\$94.99	20%	\$75.99
24301	VP SAFETY LATCH BUILT-IN-LOCK	\$94.99	20%	\$75.99
24310	HINGE TRU MTL TO MTL	\$34.99	20%	\$27.99
24415	LIFE RING 20 CG APP	\$81.99	20%	\$65.59
24418	LIFE RING 24 CG APP	\$89.99	20%	\$71.99
24441	LIFE ROPE 3 STRAND .5IN	\$0.99	30%	\$0.69
24451	*PS LIFE ROPE 3 STRAND .75IN	\$0.99	30%	\$0.69
24635	ROPE ST 3/8 F 20FT	\$49.99	30%	\$34.99
24645	ROPE SET 3/8 F 30FT	\$68.99	30%	\$48.29
24678	ROPE HOOK CHROME	\$24.99	20%	\$19.99
24682	ROPE HOOK PLASTIC	\$8.49	20%	\$6.79
24695	ROPE FLOAT 3X5	\$6.19	30%	\$4.33
24700	ROPE FLOAT 5X9	\$10.99	30%	\$7.69
24725	SGN ANIMATED LESL	\$13.19	30%	\$9.23
24726	SGN DNGR CHEM STR	\$8.99	30%	\$6.29
24727	SGN CAUT NO DIVING	\$7.99	30%	\$5.59
24728	SGN CAUT SPA USERS	\$7.99	30%	\$5.59
24729	SIGN HAZMAT STKR	\$55.99	30%	\$39.19
24730	SGN COMM POOL RULES	\$8.99	30%	\$6.29

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
24734	SGN EMERGENCY 911	\$7.99	30%	\$5.59
24736	SGN SHALLOW WATER NO DIVING	\$8.99	30%	\$6.29
24738	SGN PHONE LOC	\$7.99	30%	\$5.59
24740	SGN NO LIFEGUARD	\$11.49	30%	\$8.04
24745	SGN POOL CAPACITY	\$7.99	30%	\$5.59
24746	CAL 2012 REG SIGN SET	\$49.99	20%	\$39.99
24747	CA GATE & DIARRHEA 12X18 SIGN	\$11.99	30%	\$8.39
24748	CALIF KEEP CLOSED 5X18	\$6.49	30%	\$4.54
24749	CALI DIARRHEA SIGN	\$6.49	30%	\$4.54
24750	RESPIRATION CPR SIGN 2008	\$11.49	30%	\$8.04
26220	DECK-O-SEAL KIT 96OZ GREY	\$114.99	20%	\$91.99
26225	DECK-O-SEAL KIT 96OZ TAN	\$114.99	20%	\$91.99
26280	EPOXY PUTTY A+B WHITE 15.5OZ	\$18.39	20%	\$14.71
26550	PATIO PRFCT PRAIRIE SAND 1GAL	\$62.99	20%	\$50.39
26551	PATIO PRFCT SMOOTH CREAM 1GAL	\$62.99	20%	\$50.39
26552	PATIO PERFECT DESERT TAN 1GAL	\$62.99	20%	\$50.39
26553	PATIO PERFECT STONE CREEK 1GAL	\$62.99	20%	\$50.39
26554	PATIO PERFECT HONEYMIST 1GL	\$62.99	20%	\$50.39
26555	PATIO PRFCT PRAIRIE SAND 5G	\$260.99	20%	\$208.79
26557	PATIO PRFCT DESERT TAN 5GAL	\$276.99	20%	\$221.59
26558	PATIO PRFCT STONE CREEK 5G	\$260.99	20%	\$208.79
26559	PATIO PERFECT HONEYMIST 5GAL	\$260.99	20%	\$208.79
26640	*DURA SEAL WHITE 1GAL	\$117.99	20%	\$94.39
26641	DURA SEAL ICE BLUE 1GAL	\$117.99	20%	\$94.39
26642	DURA SEAL BLUE HEAVEN 1GAL	\$117.99	20%	\$94.39
26643	DURA SEAL BLACK 1GAL	\$109.99	20%	\$87.99
26648	*PRIME IT 1GAL	\$66.99	25%	\$50.24
26649	ROUGH PRIME 1GAL	\$66.99	20%	\$53.59
26650	AQUA SEAL WHITE 1GAL	\$71.99	20%	\$57.59
26651	AQUA SEAL ICE BLUE 1GAL	\$71.99	20%	\$57.59
26652	AQUA SEAL BLUE HEAVEN 1GAL	\$71.99	20%	\$57.59
26653	AQUA SEAL BLACK 1GAL	\$68.99	20%	\$55.19
26657	AQUA SEAL BLUE HEAVEN 5GAL	\$319.99	20%	\$255.99
26700	SR PRO 7 WHITE 1 GAL	\$77.99	20%	\$62.39
26701	SR PRO 7 ICE BLUE 1 GAL	\$77.99	20%	\$62.39

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
26702	SR PRO 7 BLUE HEAVEN 1 GAL	\$77.99	20%	\$62.39
26706	SR PRO 7 ICE BLUE 5 GAL	\$316.99	20%	\$253.59
26752	PATCH IT 3LB	\$19.99	30%	\$13.99
26760	PATCH IT 10LB	\$33.99	30%	\$23.79
26761	PATCH IT 50LB	\$105.99	30%	\$74.19
26774	2190L POOL REPAIR KIT	\$8.99	30%	\$6.29
26790	DURA SEAL WHITE 4GAL	\$418.99	20%	\$335.19
26791	DURA SEAL ICE BLUE 4GAL	\$418.99	20%	\$335.19
26792	DURA SEAL BLUE HEAVEN 4G	\$418.99	20%	\$335.19
26795	ROUGH PRIME 4GAL	\$229.99	20%	\$183.99
28416	RAIL COVER 4FT ROYAL BLU	\$41.99	20%	\$33.59
28417	RAIL COVER 4FT TEAL	\$41.99	20%	\$33.59
28418	RAIL COVER 4FT DESERT	\$41.99	20%	\$33.59
28420	RAIL COVER 6FT ROYAL BLU	\$56.99	30%	\$39.89
28421	RAIL COVER 6FT TEAL	\$56.99	20%	\$45.59
28422	RAIL COVER 6FT DESERT	\$56.99	20%	\$45.59
28424	RAIL COVER 8FT ROYAL BLU	\$82.99	20%	\$66.39
28425	RAIL COVER 8FT TEAL	\$82.99	20%	\$66.39
28426	RAIL COVER 8FT DESERT	\$79.99	20%	\$63.99
28427	RAIL COVER 10FT ROYAL BL	\$102.99	20%	\$82.39
28500	LADDER BUMPERS 2 PK	\$13.29	30%	\$9.30
28506	NUT/BOLT SS STEP 60702 6-PK	\$24.99	20%	\$19.94
28509	DK ESCUTCHEON SS SRS EP100F	\$24.99	30%	\$17.49
28510	LADDER CAPS 2 PK	\$10.29	30%	\$7.20
28520	LADDER SS 3 STEP	\$274.99	20%	\$219.99
28523	STEP PLASTIC 17 IN SRS LTDF101	\$26.99	30%	\$18.89
28525	STEP SS 20 IN SRS LTDF103	\$46.99	20%	\$37.59
28530	DK WEDGE ANCHOR SRS AS100C	\$51.99	20%	\$41.59
30010	DK AIREATOR INLET 3/4 AP 86201	\$13.49	30%	\$9.44
30100	SNAP-TITE ESCUTCHEON	\$46.99	30%	\$32.89
30103	ESCUTCHEON SRS SNAPTITE WHT	\$32.99	30%	\$23.09
30160	ESCUCHEON HA SP1041 PLASTIC	\$7.99	30%	\$5.59
30161	DK ESCUTCHEON HA SP1042 CROME	\$9.99	30%	\$6.99
30200	GRATE HA FLOOR DRAIN SP1425	\$5.79	30%	\$4.05
30211	2IN MIPx2IN S UNION S-S H-TEMP	\$17.79	30%	\$12.45

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
30216	INLET FITG 1.5 IN SLIP INSIDER	\$6.49	30%	\$4.54
30218	INLET FITG 1/2 HA SP1419C	\$7.99	30%	\$5.59
30219	INLET FITG SLOTTED 1.5 THD	\$9.49	30%	\$6.64
30220	INLET FTG HA SP1419D	\$10.49	30%	\$7.34
30225	INLET FTG HA SP1419E	\$10.99	40%	\$6.59
30226	LED RETURN JET FLOLIGHT	\$36.99	25%	\$27.74
30239	RETURN FTG HA SP1023	\$11.29	40%	\$6.77
32001	AS COVER 8 IN LOW LP8AVWR WHT	\$15.49	20%	\$12.39
32011	AS COVER 9X9 RR WAVE WHT	\$159.99	20%	\$127.99
32012	AS COVER 12X12 RR WAVE WHT	\$182.99	20%	\$146.39
32022	AS COVER 12X12 SQUARE STAR WHT	\$52.99	15%	\$45.04
32025	DRAIN CVR/GRATE 9X9 WHITE W/W	\$71.99	30%	\$50.39
32026	DrainCvr/Grate 12x12 White W/W	\$132.99	30%	\$93.09
32306	HA SQR 9X9 COVER HI FLOW	\$63.99	30%	\$44.79
32307	HA SQR 12X12 COVER HI FLOW	\$105.99	30%	\$74.19
32404	GRATE DECK 2X4 HA SP1019BA	\$8.39	30%	\$5.87
32411	AS STAR COVER 8 RND WHT	\$29.99	30%	\$20.99
32510	AS COVER 10 RND AVR WHT	\$32.99	30%	\$23.09
32528	AS COVER 10 IN RD STAR WHTWHT	\$56.99	20%	\$45.59
32744	AS 4 IN EQ SUCTION OUTLET WHT	\$16.99	20%	\$13.59
32750	AS 6 IN EQ SUCTION OUTLET WHT	\$31.99	30%	\$22.39
32780	AS 16X16 RETRO W/MUD FRM WHT	\$300.99	30%	\$210.69
32841	DRAIN SAFE AE COVER DS360M	\$98.99	30%	\$69.29
32860	CMP AE COVER FLOOR	\$22.99	30%	\$16.09
32870	USE SKU 34028	\$54.99	20%	\$43.99
32872	USE SKU 34030	\$53.99	30%	\$37.79
32886	PAR SDX AE EQUALIZER WHT	\$65.99	20%	\$52.79
32980	AS EQ SUCTION HYDROAIR CVR WHT	\$32.99	30%	\$23.09
34095	CONTROL PLATE BH 51B1024	\$111.99	35%	\$72.79
34120	EQUIL ASSY AP ADMIRAL 850152	\$44.99	20%	\$35.99
34233	PVC AUTO FILL	\$16.99	30%	\$11.89
34234	DK FLOAT VLV 3/8 AUTOFILL BRNZ	\$17.99	30%	\$12.59
34235	DK SKIM FLOAT AP CYCOLAC B38	\$16.69	30%	\$11.68
34240	DK FLOAT REGULATOR SQ 3650 79	\$43.99	30%	\$30.79
34350	SKIM LID AP CYCOLAC 850047	\$14.69	20%	\$11.75



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
34410	SKIM LID 9 IN AP 850005 L4RW	\$24.99	35%	\$16.24
34416	SKIM LID AP LOCKING 850074 WHT	\$25.99	20%	\$20.79
34417	DK SKIM LID AP 850178 TAN	\$35.99	30%	\$25.19
34418	SKIM LID W THERM AP 4W	\$71.99	20%	\$57.59
34420	BH SKIMMER LID	\$37.99	30%	\$26.59
34435	DK SKIM LID HA SP1084R RD	\$35.99	30%	\$25.19
34440	SKIM LID HA SP1082E SQUARE	\$25.99	30%	\$18.19
34442	SKIM LID W THERM HA SQR L3	\$91.99	30%	\$64.39
34447	SKIM LID HA SP 1070C RND	\$32.99	30%	\$23.09
34448	SKIM LID HA SP1075C1	\$36.99	30%	\$25.89
34450	SKIM LID 10INRD SR 8650-58	\$31.99	30%	\$22.39
34460	DK SKIM LID 8 IN PF 513030	\$22.99	30%	\$16.09
34472	SKIM LID W THERM SQ L1	\$71.99	20%	\$57.59
34475	DK SKIM LID SQ 086500158 TAN	\$23.99	30%	\$16.79
34830	VAC PLATE AP 850019	\$13.69	30%	\$9.58
34833	VAC PLT HA SP1106	\$16.19	4%	\$16.89
34909	DK WEIR 8 IN AP ADMIRAL 850015	\$25.99	30%	\$18.19
34912	DK WEIR BH RA 240075	\$17.09	30%	\$11.96
34918	DK WEIR GATE 7 1/4 IN	\$13.89	30%	\$9.72
34921	DK WEIR GATE 8 IN	\$14.19	30%	\$9.93
34924	DK WEIR GATE 8 3/8 IN	\$15.99	30%	\$11.19
34948	DK WEIR HA SP1070KHR	\$47.99	30%	\$33.59
34950	WEIR HA SP1082K	\$18.79	30%	\$13.15
34965	DK WEIR SQ 8650 22	\$22.99	25%	\$17.24
34967	DK WEIR PF 516252	\$29.99	30%	\$20.99
36048	DEBRIS Z QUICK RELEASE B9 SKIM	\$36.99	20%	\$29.59
36052	BASKET FLOWSKIM SQ HAY W/HANDL	\$31.99	30%	\$22.39
36053	BASKET FLOSKIM BKR HYDRO W/HND	\$31.99	30%	\$22.39
36054	BASKET FLOWSKIM HAY1080 W/HNDL	\$31.99	30%	\$22.39
36070	BSKT HA PUMP SP1600M B167	\$15.69	30%	\$10.99
36090	DK BSKT HA SUPER2 PUMP HYDROMX	\$21.99	30%	\$15.39
36095	BSKT HA NORTHSTR PUMP B218	\$30.99	30%	\$21.69
36343	DK BSKT PF CHAL PUMP 353318	\$24.99	30%	\$17.49
36352	H SKIMMASTR SKMR BASKET VALPAK	\$38.99	30%	\$27.29
36354	WHISPERFLO BASKET VAL PAK	\$26.99	30%	\$18.89

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
36380	BSKT WHSPRFLO/INTEL PUMP B199	\$17.69	30%	\$12.38
36437	DK BSKT SR MAX PUMP	\$17.49	30%	\$12.24
36438	DK BSKT SR DUR PMP B33 LG HOLE	\$13.19	30%	\$9.23
36440	BKST SR DUR PUMP B106 LOCKTOP	\$13.49	30%	\$9.44
36492	BSKT AP SKIM ADMIRAL B200	\$12.49	30%	\$8.74
36500	BSKT AP SKIM CONCR B172	\$13.49	30%	\$9.44
36530	BSKT AP SKIM CYCOLAC B37	\$23.99	30%	\$16.79
36565	BSKT BH SKIM B136/B191	\$14.69	30%	\$10.28
36650	BSKT HA SKIM SP1094 B203	\$13.49	30%	\$9.44
36680	BSKT HA SKIM SP1082 B152	\$15.59	30%	\$10.91
36790	BSKT OLY SKIM ACM88 B213	\$11.39	30%	\$7.97
36795	DK BSKT PF SKIM 513036 B43	\$12.69	30%	\$8.88
36840	BSKT SQ HA SKIM UNIV B9	\$14.59	50%	\$7.29
36841	BSKT SQ HA SKIM UNIV B9 WGHTE	\$11.99	30%	\$8.39
36850	BASKET SKIMPRO SQ HA SPHP	\$29.99	30%	\$20.99
36851	BASKET SKIMPRO HA 1080 SPHP	\$29.99	30%	\$20.99
36900	SKIMMER ANGEL	\$13.99	30%	\$9.79
38113	BEARING 6-203	\$7.09	30%	\$4.96
38120	BEARING 6-304	\$17.19	30%	\$12.03
38228	CAPACTR 370V 50MFD RUN	\$34.99	30%	\$24.49
38230	DK CAPACTR 370V 30MFD RUN	\$34.99	30%	\$24.49
38530	MTR SQFL 3/4HP EE EB661	\$349.99	35%	\$227.49
38531	MTR SQFL 1HP EE EB841	\$392.99	35%	\$255.44
38532	MTR SQFL 1.5HP EE EB842	\$444.99	30%	\$311.49
38533	MTR SQFL 2HP EE EB843	\$539.99	40%	\$323.99
38538	MTR SQFL 1HP UR 6.3 EB853	\$278.99	30%	\$195.29
38540	MTR SQFL 2HP UR 6.5 EB859	\$382.99	30%	\$268.67
38541	MTR SQFL 1.5HP UR 6.3 EB854	\$309.99	30%	\$216.99
38543	MTR SQFL 3HP EE EB844	\$485.99	20%	\$388.79
38554	MTR THD 3/4HP EE EB638	\$349.99	35%	\$227.49
38560	MTR THD 1HP EE EB654	\$392.99	35%	\$255.44
38566	MTR THD 1.5HP EE EB796	\$454.99	30%	\$318.49
38569	MTR THD 2 HP EE EB809	\$519.99	40%	\$311.99
38574	AG 1HP POWER-FLO LX PUMP W/CD	\$349.99	30%	\$244.99
38575	AG 1.5HP PWER-FLO LX PUMP W/CD	\$374.99	20%	\$299.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
38581	MTR SQFL 1 HP UR 5.5IN 48IN	\$279.99	30%	\$195.99
38622	MTR SQFL 2.5HP UR 6.3 EB840 SE	\$349.99	20%	\$279.99
40008	HYWRD ECOSTAR VS PMP SP3400VSP	\$1,549.99	15%	\$1,317.49
40033	INTELIFLO VS PMP W/TIMR 011018	\$1,529.99	15%	\$1,299.99
40038	*AG 1HP MATRIX PUMP W-CORD	\$414.99	20%	\$331.99
40039	*AG 1.5HP MATRIX PUMP W-CORD	\$419.99	20%	\$335.99
40046	*PUMP 3/4HP SUPER	\$519.99	20%	\$415.99
40047	*PUMP 1HP SUPER	\$579.99	20%	\$463.99
40048	*PUMP 1.5HP SUPER	\$659.99	25%	\$494.99
40062	DK BOLT 3/8X7/8 SS HA SP125Z44	\$8.49	30%	\$5.94
40082	INTELLIFLO 2 VST 011055	\$1,529.99	15%	\$1,300.49
40142	1.5 HP PF CHALLENGER PUMP	\$859.99	20%	\$687.99
40145	SUPERFLO 1 HP PUMP	\$659.99	20%	\$527.99
40217	DK CLAMP COMPL PF CHAL PUMP	\$119.99	30%	\$83.99
40222	CLAMP SR DUR PUMP C11937S	\$112.49	20%	\$89.99
40236	DK LID HA SUPER2 PUMP SP3000D	\$63.99	30%	\$44.79
40241	DIFSR PF CHAL 3/4HP 355188	\$46.99	30%	\$32.89
40242	DK DIFSR PF CHAL 1.5HP 355270	\$41.99	30%	\$29.39
40243	DIFSR PF CHAL 2HP 355545	\$74.99	30%	\$52.49
40271	IMPLR PF CHAL 3HP 355544	\$71.99	20%	\$57.59
40275	DK DIFSR HA SUPER2 SP3000BN	\$51.99	30%	\$36.39
40276	DK DIFSR HA 1.5*HP SP3021B	\$45.99	30%	\$32.19
40283	DK DIFSR SR DUR 3/4*HP C1200PA	\$31.99	30%	\$22.39
40286	DIFSR SR DUR 3/4HP C1271P1	\$31.99	30%	\$22.39
40287	DK DIFSR SR DUR 1.5HP C1271P	\$30.99	30%	\$21.69
40288	DK DRAIN PLUG PF CHAL 154699	\$7.09	30%	\$4.96
40391	IMPLR PF CHAL 1HP 355187	\$65.99	30%	\$46.19
40392	DK IMPLR PF CHAL 1 HP 355369	\$52.99	20%	\$42.39
40393	DK IMPLR PF CHAL 1.5HP 355315	\$52.99	20%	\$42.39
40394	IMPLR PF CHAL 2HP 355604	\$65.99	30%	\$46.19
40396	IMPLR PF CHAL 3/4HP 355043	\$65.99	30%	\$46.19
40397	IMPLR PF CHAL 1HP 355067	\$61.49	30%	\$43.04
40398	IMPLR PF CHAL 1.5HP 355074	\$65.99	30%	\$46.19
40408	DK IMPLR HA SUP2 1HP SP3010C	\$51.99	30%	\$36.39
40409	DK IMPLR HA SUP2 1.5HP SP3016C	\$48.99	30%	\$34.29

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
40410	DK IMPLR HA SUP2 2HP SP3021C	\$57.99	30%	\$40.59
40420	IMPLR HA 1.5*HP SP2615C	\$62.99	30%	\$44.09
40495	IMPLR SR MAX2 3/4*HP 238P	\$81.99	30%	\$57.39
40496	IMPLR SR MAX2 1*HP -238PB	\$81.99	30%	\$57.39
40498	IMPLR SR MAX2 1.5-238PDBA	\$61.49	20%	\$49.19
40501	IMPLR SR DUR 1.5*HP 137PDBA	\$91.99	30%	\$64.39
40504	IMPLR SR DUR 2*HP -137PDA	\$91.99	30%	\$64.39
40507	IMPLR SR DUR 1/2*HP -92PS	\$76.99	30%	\$53.89
40509	DK IMPLR SR DUR 1*HP -137PEB	\$97.99	30%	\$68.59
40511	IMPLR SR MAX2 2*HP -238PEBA	\$81.99	30%	\$57.39
40512	IMPLR SR MAX2 3HP -238PLA	\$81.99	30%	\$57.39
40513	DK IMPLR RING HA 1/2-1 SP3005R	\$18.69	30%	\$13.08
40514	DK IMPLR RING HA 1.5-2 SP3021R	\$12.69	30%	\$8.88
40517	DK IMPLR SCREW PF CHAL 355389	\$2.99	30%	\$2.09
40528	KNOB KIT HA SUPER PUMP SP1600	\$15.49	30%	\$10.84
40545	DK LID HA SUPER2 PUMP HYDROMX	\$55.99	30%	\$39.19
40546	LID HA AG PUMP SP1500D2A	\$49.99	30%	\$34.99
40559	DK LID PF CHAL PUMP 355301	\$57.99	30%	\$40.59
40572	DK LID SR DUR/MAX PUMP C3139P1	\$65.99	30%	\$46.19
40573	DK LID SR MAX PUMP C3185P	\$97.99	30%	\$68.59
40584	MOUNTG PLT PF CHAL 355317	\$15.19	30%	\$10.63
40589	MTR MOUNTG PLATE SP3000F	\$48.99	30%	\$34.29
40635	STRAINR HA 2 IN HYDROMX	\$299.99	20%	\$239.99
40637	STRAINR HA 2 IN SP3020AA	\$299.99	20%	\$239.99
40655	DK SCREW PF CHAL DIFSR 355334	\$2.99	30%	\$2.09
40663	PUMP SEAL PS200	\$13.99	30%	\$9.79
40666	PSR201 PUMP SEAL ASSEMBLY	\$15.99	30%	\$11.19
40670	PUMP SEAL PS-601	\$23.99	30%	\$16.79
40676	VITON PUMP SEAL PS100V	\$16.99	30%	\$11.89
40677	VITON PUMP SEAL PS200V	\$22.99	30%	\$16.09
40678	VITON PUMP SEAL PS201V	\$23.99	30%	\$16.79
40679	VITON PUMP SEAL PS1000V	\$22.99	30%	\$16.09
40680	GO-KIT2-11	\$39.99	30%	\$27.99
40683	GOKIT5 PF CHAL PUMP	\$33.99	30%	\$23.79
40695	GO-KIT38 SR MAX/DURGLS2 PUMP	\$34.99	30%	\$24.49

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
40696	GOKIT54 SR DUR/MAX PUMP 1998-	\$30.99	30%	\$21.69
40700	GO KIT 32	\$30.99	30%	\$21.69
40709	PUMP SEAL HA TRI SPX3200SA	\$26.99	30%	\$18.89
40710	PUMP SEAL PS2172B HA SP1500KA	\$20.99	35%	\$13.64
40711	S/R SEAL, SHAFT DG/MG II	\$39.99	30%	\$27.99
40713	H/W SEAL, SP/MF/SPII/NS	\$24.99	30%	\$17.49
40735	DK SEAL PLT HA SP3020E HYDROMX	\$51.99	30%	\$36.39
40736	SEAL PLT PF CHAL 355303	\$141.99	30%	\$99.39
40739	SEAL PLT SR DUR C203194P	\$112.49	15%	\$95.62
40748	DK SEAL PLT SR DUR C203193P	\$159.99	20%	\$127.99
40779	STRAINR PF CHAL 355300	\$149.99	30%	\$104.99
40793	*SUB PUMP COVER 170GPH	\$89.99	25%	\$67.49
40800	STRAINR SR DUR C15353P1	\$112.49	30%	\$78.74
40817	DK HOUSNG SR DUR C17647P1	\$129.99	20%	\$103.99
40867	DK HOUSNG PF CHAL 355302	\$159.99	20%	\$127.99
40882	SUNC1200 1/6HP MANUAL	\$129.99	30%	\$90.99
40885	SUNC3000 1/3 HP AUTO W/BASE	\$209.99	20%	\$167.99
40950	DK LID WRENCH SR DUR PUMP	\$24.99	30%	\$17.49
40955	HA PUMP LID WRENCH SP3100T	\$25.99	30%	\$18.19
41014	PUMP 1HP RS SERIES RS1000	\$799.99	30%	\$557.28
41016	PUMP 1.5HP RS SERIES RS1500	\$829.99	25%	\$622.49
41018	PUMP 2HP RS SERIES RS2000	\$919.99	15%	\$781.99
41100	PUMP 1/2 HP ENERGY FLO RS	\$659.99	15%	\$560.99
41101	PUMP 3/4 HP ENERGY FLO RS	\$739.99	25%	\$554.99
41102	PUMP 1 HP ENERGY FLO RS	\$809.99	25%	\$607.49
41103	PUMP 1.5 HP ENERGY FLO RS	\$869.99	30%	\$608.99
41104	PUMP 2 HP ENERGY FLO RS	\$959.99	30%	\$671.99
42034	*CART 120SF STAR CLEAR FILTER	\$659.99	35%	\$428.99
42035	*CART 175SF STAR CLEAR FILTER	\$899.99	35%	\$584.99
42045	CLN & CLR PLS 420 CART FLT	\$1,279.99	25%	\$959.99
42049	CART 425 SQ FT SWMCLR	\$1,379.99	20%	\$1,103.99
42054	*DE 48SF PRO GRID FILTER	\$969.99	25%	\$727.49
42056	*DE 60SF PRO GRID FILTER	\$1,279.99	25%	\$959.99
42078	SAND 24IN FILTER TOP MNT	\$659.99	30%	\$461.99
42084	SAND FLTR 24IN SM W/1 1/2 MPV	\$869.99	30%	\$608.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
42086	SAND 30IN W O VLV	\$979.99	30%	\$689.03
42096	BWV DE 2IN SP410X502	\$144.99	30%	\$101.49
42097	MPV SAND 1.5T/M S714T	\$169.99	30%	\$118.99
42098	2IN SAND SLIDE VALVE	\$139.99	30%	\$97.99
42102	*MPV DE 2IN S/M SP715XR50	\$227.99	30%	\$159.59
42106	MPV SAND 1.5IN S/M SP710	\$189.99	30%	\$132.99
42108	MPV SAND 2IN S M SP715	\$219.99	20%	\$175.99
42111	MPV 2IN ALL SP715	\$219.99	30%	\$153.99
42349	SAND 24IN TR60	\$949.99	20%	\$759.99
42351	SAND 30IN TR100	\$1,099.99	20%	\$879.99
42352	SAND 36IN TR140	\$1,699.99	20%	\$1,359.99
43482	PENTAIR 48 DE FNS FILTER	\$1,199.99	30%	\$839.99
43483	PENTAIR 60 DE FNS FILTER	\$1,279.99	20%	\$1,023.99
43486	CHALLENGER 1HP PMP	\$819.99	15%	\$698.99
43487	CHALLENGER 1.5HP PMP	\$949.99	20%	\$759.99
43488	CHALLENGER 2HP PMP	\$1,049.99	15%	\$889.99
43490	WHISPERFLO 3/4HP PMP	\$749.99	15%	\$637.49
43491	WHISPERFLO 1HP PUMP	\$789.99	15%	\$671.49
43492	WHISPERFLO 1.5HP PUMP	\$869.99	15%	\$739.49
43493	WHISPERFLO 2HP PUMP	\$1,029.99	20%	\$823.99
43494	WHISPERFLO 3HP PUMP	\$1,129.99	15%	\$959.99
43508	QUAD DE 80SF FILTER	\$1,269.99	15%	\$1,079.99
43696	JUMBO WHALE RIDER	\$9.99	30%	\$6.99
44003	DK STRAINR AIR RELF PF 154578	\$14.09	30%	\$9.86
44007	DK AIR RELF VLV HA ECX1322A	\$8.89	30%	\$6.22
44008	DK AIR RELF VLV PF FLTR 154689	\$31.49	30%	\$22.04
44016	DK AIR RELF VLV AP AUTO 982098	\$45.99	30%	\$32.19
44019	STRAINR AIR RELF SR WC8126	\$22.99	30%	\$16.09
44025	AIR RELF CAP HA SAND S200G	\$14.69	30%	\$10.28
44032	AIR TUBE PF TR100 154437	\$17.79	30%	\$12.45
44050	DK BWV PISTON ASSY HA SP410BA	\$106.99	30%	\$74.89
44085	WASHR PF/SR MPV HANDLE	\$8.49	20%	\$6.79
44087	DK POLY BEARNG HA MPV SP710Z16	\$8.99	30%	\$6.29
44089	BULKHD PF TANK 2 IN 154405	\$81.99	30%	\$57.39
44169	AIR RELF PF TR100C 273564	\$119.99	30%	\$83.99

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
44172	LID KIT PF TR100 BLK 154856	\$235.49	20%	\$188.39
44182	BULKHD 2 IN PF 194801	\$108.99	30%	\$76.29
44193	DK LID HA PRO SAND S244K	\$59.99	30%	\$41.99
44208	DRAIN PLUG 1.5 THD HA SP1022C	\$5.99	30%	\$4.19
44238	SPACER OUTER PF 154408	\$14.59	30%	\$10.21
44280	SPREADER HA DE 2400H	\$73.99	30%	\$51.79
44310	MPV COVER KIT HA 710XBA WHT	\$93.99	30%	\$65.79
44313	DK HANDLE PF 5/8 BWV 273089	\$21.49	30%	\$15.04
44314	PIN PF BWV HANDLE 273063	\$3.39	30%	\$2.37
44321	HANDLE PF 1.5 MPV 272520	\$25.99	30%	\$18.19
44341	LOCK NUT 2IN SS 254412	\$9.69	20%	\$7.75
44342	SPACER PF SAND BLKHD 154416	\$14.59	30%	\$10.21
44346	MPV COVER KIT HA SP715BA	\$138.99	30%	\$97.29
44347	MPV COVER KIT HA 715BA3 BLK	\$154.99	30%	\$108.49
44353	HUB PF TA40-60 SAND 154763	\$31.99	30%	\$22.39
44355	HUB PF TR100 140 154453	\$112.49	30%	\$78.74
44362	DK LATRL PF TR40 60 152290	\$14.99	30%	\$10.49
44372	DK LID PF TR SAND 154559 V-THD	\$61.49	30%	\$43.04
44400	DK LATRL PF TR100 152202	\$14.99	30%	\$10.49
44401	DK LATRL PF TR140 154540	\$31.49	30%	\$22.04
44407	DK KNOB PF CHAL CLAMP 175025	\$38.99	30%	\$27.29
44415	DK LOCK RING RA CART 172214	\$17.79	30%	\$12.45
44451	DK MANIFOLD HA CART C3000C	\$116.99	30%	\$81.89
44453	DK MANIFOLD AP DE 590004	\$111.99	20%	\$89.59
44455	DK MANIFOLD HA DE 2400C	\$76.99	30%	\$53.89
44472	LID PF TR SAND 154570 BLK	\$81.99	30%	\$57.39
44480	NUT 3/8 PF PX 071403	\$3.19	30%	\$2.23
44508	GAUGE STD MNT	\$8.99	30%	\$6.29
44510	GAUGE STD MNT W/DIAL	\$14.99	30%	\$10.49
44511	GAUGE BACK MNT W/DIAL	\$12.99	30%	\$9.09
44516	PSI GAUGE HA ECX270861	\$25.99	30%	\$18.19
44520	GAUGE BACK MNT	\$6.99	30%	\$4.89
44522	DK BWV PISTON KIT PF 273241	\$111.99	30%	\$78.39
44523	PF PISTON ASSY BWV 263055	\$106.99	30%	\$74.89
44525	AIR RELF VLV HA DE 2400S	\$41.49	30%	\$29.04

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
44557	XP PF MPV SPRING	\$45.99	30%	\$32.19
44562	GSKT PF TR100C LID 152509	\$5.99	30%	\$4.19
44627	SCREW PF AIR RELF 273512	\$11.19	20%	\$8.95
44732	DK SIGHT GLASS HA 1.5X2 SP1074	\$38.99	30%	\$27.29
44745	SIGHT GLASS HA MPV SP710MA	\$9.49	30%	\$6.64
44793	SPRING HA MPV SP603S	\$15.99	30%	\$11.19
44797	DK STRAINR AIR RELF PF 172855	\$34.99	30%	\$24.49
44816	CLAMP HA SAND GM600NM NORYL	\$39.99	30%	\$27.99
44821	CLAMP HA SAND S310N SS	\$49.99	20%	\$39.99
44831	DK KNOB SR TANK CLAMP WC3622	\$10.89	20%	\$8.71
44839	DK TANK ADPT FITG PF DE 154700	\$11.49	30%	\$8.04
44860	DK MANIFOLD NAUT SS DE 192193	\$111.99	20%	\$89.59
44869	LOWER PIPE PF TR100 154807	\$61.49	30%	\$43.04
44877	DK AIR RELIEF VLV HA PRO GRID	\$114.99	20%	\$91.99
44878	HA CLAMP ASSY KIT DEX2421JKIT	\$299.99	20%	\$239.99
44880	HA METAL FLTR SEAL DEX2422Z2	\$54.99	20%	\$43.99
44913	VAC GAUGE 30 1/4 THD BOTTOM	\$15.09	20%	\$12.07
44916	DRAIN PLUG 1/4IN RA R172224X	\$6.09	30%	\$4.26
44921	ADPT PF BWV 2IN KIT 271096	\$61.49	30%	\$43.04
44922	MPV PF SAND 1.5 IN 261173	\$233.99	30%	\$163.79
44923	VALVE KIT PVC SLIDE 2IN W/UNS	\$152.99	25%	\$114.64
44929	XP PF BWV DE 2IN 261142	\$349.99	30%	\$244.99
44932	POLY WASHER PF MPV 272402	\$3.59	30%	\$2.51
44978	DRAIN PF TR SAND 152220	\$39.99	20%	\$31.99
44979	DRAIN CAP PF TR SAND 154871	\$8.19	30%	\$5.73
44990	DK LID WRENCH PF SAND 6 IN	\$27.99	25%	\$20.99
44991	LID WRENCH PF 8.5 SAND 1545	\$29.99	30%	\$20.99
46055	CART PF C&C PLUS 240 60SF EA	\$62.99	30%	\$44.09
46056	CART PF C&C PLUS 320 80SF EA	\$93.99	30%	\$65.79
46058	CART PF C&C PLUS 420 105SF EA	\$103.99	30%	\$72.79
46060	CART PF C&C PLUS 520 125SF EA	\$109.99	30%	\$76.99
46063	CART AP PRED 100SF C9410	\$103.99	30%	\$72.79
46064	CART AP PRED 150SF C9415	\$124.99	30%	\$87.49
46065	CART AP PRED 200SF C9419	\$155.99	30%	\$109.19
46099	CART AG INTEX A F120 C4607	\$16.69	30%	\$11.68



SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
46118	CART HA C500 50SF C7656	\$67.99	30%	\$47.59
46122	CART HA C800 75SF C8600	\$93.99	30%	\$65.79
46124	CART HA C3000 C580 C7477 EA	\$89.99	30%	\$62.99
46134	PLEATCO PA 100N HA C4000	\$109.99	30%	\$76.99
46158	CART RA RDC25 25SF C4625	\$41.99	30%	\$29.39
46159	CART RA RDC50 50SF C4950	\$45.99	30%	\$32.19
46171	CART SR POSI TX100 UHDSR100	\$109.99	30%	\$76.99
46174	CART SR POSI PTM137 UHDSR137	\$153.99	30%	\$107.79
46190	CART HA C900 C8409 EVRKLR	\$119.99	30%	\$83.99
46191	CART HA C1200 C8412 EVRKLR	\$124.99	30%	\$87.49
46192	CART HA C5520 CX1380RE EA	\$149.99	30%	\$104.99
46193	CART HA C1750 C8417 EVRKLR	\$149.99	30%	\$104.99
46226	CART HA SWIMCLR C700 C591	\$110.99	30%	\$77.69
46252	CART JY FLTR CL580 EA	\$109.99	30%	\$76.99
46347	GRID PX 2000 36SF FG1236	\$31.99	30%	\$22.39
46350	GRID PX 2000 48SF FG1248	\$41.99	30%	\$29.39
46355	GRID PX 2000 60SF FG1260	\$45.99	30%	\$32.19
46415	GRID PF 19IN RND FC-9910	\$28.99	30%	\$20.29
46502	GRID UNIV 36SF FULL	\$35.99	30%	\$25.19
46504	GRID UNIV 48SF FULL	\$41.99	30%	\$29.39
46506	GRID UNIV 60SF FULL	\$51.99	30%	\$36.39
46508	GRID UNIV 72SF FULL	\$47.99	30%	\$33.59
46512	GRID UNIV 36SF PARTL	\$35.99	30%	\$25.19
46514	GRID UNIV 48SF PARTL	\$41.99	30%	\$29.39
46516	GRID UNIV 60SF PARTL	\$51.99	30%	\$36.39
46518	DK GRID UNIV 72SF PARTL	\$47.99	30%	\$33.59
48015	BLOWER 3.9A 240V 1.5HP	\$339.99	30%	\$237.99
48042	QT BLOWER 1HP 240V use 48054	\$279.99	20%	\$223.99
48043	QT BLOWER 1.5HP 120V use 48055	\$289.99	20%	\$231.99
48044	QT BLOWER 1.5HP 240V	\$349.99	20%	\$279.99
48046	QT BLOWER 2.0HP 240V	\$359.99	20%	\$287.99
48051	SPA ALKA UP 2LB	\$11.99	30%	\$8.39
48072	SPA ANTIFOAM QT	\$18.99	30%	\$13.29
48076	FOAM STOP GAL	\$89.99	30%	\$62.99
48080	SPA PURGE 1 LITER	\$23.99	30%	\$16.79

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
48085	SPA METAL FREE 1 LITER	\$22.99	30%	\$16.09
48101	BROM 2 OZ SPA BROMIDE	\$4.99	35%	\$3.24
48102	BROM 1.5LB SPA TABS	\$29.99	30%	\$20.99
48103	1.5 LB BROM 1.5LB SPA TABS	\$29.99	30%	\$20.99
48105	BROM 4LB SPA TABS	\$65.99	52%	\$31.94
48106	4 LB BROM 4LB SPA TABS	\$65.99	30%	\$46.19
48169	ULTR BRT SPA CLAR QT	\$15.99	30%	\$11.19
48173	2LB CHLOR BRITE	\$18.99	30%	\$13.29
48306	SPA PERFECT 1LTR	\$21.99	30%	\$15.39
48402	INSPA LAVENDER 9OZ	\$10.99	30%	\$7.69
48404	INSPA HAWAIIAN SUNSET 9OZ	\$10.99	30%	\$7.69
48405	INSPA SAMPLE POUCH	\$1.49	30%	\$1.04
48437	INSPA COCONUT MANGO 9OZ	\$10.99	30%	\$7.69
48775	ALU POLE 4-8' STD GRIP POLE	\$31.99	30%	\$22.39
48826	MANUAL SPA VAC	\$49.99	30%	\$34.99
50023	HA HTR 250K BTU-N-FRCED DRAFT	\$2,379.00	15%	\$2,022.15
50027	HA HTR 250 BTU ASME NG	\$3,269.99	15%	\$2,779.49
50038	HA HTR 400 BTU ASME NG	\$3,779.99	15%	\$3,212.99
50311	HTR TL 350EN HIE2 ASME	\$8,399.99	15%	\$7,139.99
50702	HTR SPA ELECT 11KW	\$999.99	20%	\$799.99
51794	HTR R207AL DEN ASME LONOX	\$2,979.99	20%	\$2,383.99
51795	HTR R267AL DEN ASME LONOX	\$3,209.99	20%	\$2,567.99
51797	HTR R407AL DEN ASME LONOX	\$3,859.99	15%	\$3,299.99
51814	HTR R206 DEN ASME	\$2,479.00	15%	\$2,107.15
51815	HTR R266 DEN ASME	\$3,139.99	20%	\$2,511.99
51816	HTR D336 DEN ASME	\$3,349.99	20%	\$2,679.99
51817	HTR R406 DEN ASME	\$3,399.99	15%	\$2,900.47
51840	INDOOR TOP FITS 206 OR 207	\$125.49	20%	\$100.39
51841	INDOOR TOP FITS 266 OR 267	\$135.49	20%	\$108.39
51842	INDOOR TOP FITS 336 OR 337	\$139.49	20%	\$111.59
51843	INDOOR TOP FITS 406 OR 407	\$135.49	20%	\$108.39
52016	HA FLAME SENSOR	\$56.99	30%	\$39.89
52156	FLANGE GSKT 2IN RP 800080B	\$10.49	30%	\$7.34
52157	HEADER GSKT RP 2100 800014B	\$21.99	30%	\$15.39
52182	FUSEABLE LINK TL R-122	\$10.39	20%	\$8.31

SKU #	DESCRIPTION	2019 AVG RETAIL	DISCOUNT %	2019 NATIONAL IPA PRICE
52200	GAS VLV RP IID NAT 3900F	\$278.99	20%	\$223.19
52280	HAY UNION KIT SPX3200	\$44.99	20%	\$35.99
52347	HI LIMIT 135' RP 600892B	\$43.99	30%	\$30.79
52348	HI LIMIT 140 DEG RP 600893B	\$43.99	30%	\$30.79
52516	RY PC BOARD CON 010253F PRE-03	\$461.99	20%	\$369.59
52528	ORNG 1.5 HEAD RP 6713F 2PK	\$29.99	30%	\$20.99
52535	UNITHERM GOV RP 2100 6719F	\$79.99	30%	\$55.99
52545	HEADER RP 2100 6730F ASME	\$387.99	20%	\$310.39
52554	PRESS SWITCH RP 6737F CAPRN	\$69.99	30%	\$48.99
52610	PILOT ASSY RP IID NAT 2003F	\$106.99	30%	\$74.89
52675	PRESS RELF VLV TL SER A-633	\$38.99	20%	\$31.19
52684	PRESS SWITCH RP 62237B	\$77.99	30%	\$54.59
52920	UNITHERM GOV RP VRSA 62234B	\$73.99	30%	\$51.79
54029	LIGHT SQ 500W 50FT CORD	\$439.99	20%	\$351.99
54030	LIGHT HA 500W 50FT CORD	\$355.99	25%	\$266.99
54031	LIGHT AP 500W 50FT CRD 120V	\$339.99	20%	\$271.99
54037	AMERLITE 500W 120V 100 CORD	\$376.99	20%	\$301.59
54038	AMERLITE 500W 120V 150 CORD	\$399.99	15%	\$339.99
54046	DK HAL 100W 120V THD Q100	\$12.69	30%	\$8.88
54047	DK BULB HAL 250W 120V THD Q250	\$15.19	30%	\$10.63
54050	DK BULB LOW 300W 12V REFL R40	\$17.19	30%	\$12.03
54052	BULB 100W 12V REFL R30	\$16.19	30%	\$11.33
54054	BULB STD 400W 120V R40 REFL	\$19.99	30%	\$13.99
54062	BULB STD 500W 120V REFL R40	\$23.99	30%	\$16.79
54066	BULB HAL REFL 60W 120V R20 SPA	\$9.19	30%	\$6.43
54068	SPA BRITE 60W 120V 50FTCD	\$234.99	15%	\$199.74
54069	DK BULB HAL 100W 120V THD Q100	\$12.69	30%	\$8.88
54072	COLOR SPLASH 3G SPA 120V	\$189.99	20%	\$151.99
54085	R40FL 18W POOL 120V PRO LED	\$102.99	30%	\$72.09
54100	SB SPA LIGHT 60W 120V 100FT	\$349.99	20%	\$279.99
54112	PURE WHITE LED SPA 120V 100W	\$227.99	30%	\$159.59
54166	120V PURWHT HI 50FT LED 500W	\$519.99	15%	\$441.99
54167	120V PURWHT HI 100FT LED 500W	\$549.99	15%	\$467.49
54174	INTELLIBRITE 100FT 120V	\$799.99	20%	\$639.99
54179	INTELLIBRITE WHT SPA LGT 100FT	\$649.99	20%	\$519.99

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

**NON-COLLUSION AFFIDAVIT**

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

Company Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Signature and Title*

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.  
NOTE: This section is not applicable to Boards of Education.

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE  
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership       Corporation       Sole Proprietorship

Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT H- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR

CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR

CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT

FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT

MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT

SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR



DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT

COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION

OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS

LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT

BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT  
EMERSON ALCOTT ACADEMY , UT  
EMERY SCHOOL DISTRICT , UT  
ENTHEOS ACADEMY , UT  
EXCELSIOR ACADEMY , UT  
FAST FORWARD HIGH , UT  
FREEDOM ACADEMY , UT  
GARFIELD SCHOOL DISTRICT , UT  
GATEWAY PREPARATORY ACADEMY , UT  
GEORGE WASHINGTON ACADEMY , UT  
GOOD FOUNDATION ACADEMY , UT  
GRAND SCHOOL DISTRICT , UT  
GRANITE DISTRICT , UT  
GUADALUPE SCHOOL , UT  
HAWTHORN ACADEMY , UT  
INTECH COLLEGIATE HIGH SCHOOL , UT  
IRON SCHOOL DISTRICT , UT  
ITINERIS EARLY COLLEGE HIGH , UT  
JOHN HANCOCK CHARTER SCHOOL , UT  
JORDAN DISTRICT , UT  
JUAB SCHOOL DISTRICT , UT  
KANE SCHOOL DISTRICT , UT  
KARL G MAESER PREPARATORY ACADEMY , UT  
LAKEVIEW ACADEMY , UT  
LEGACY PREPARATORY ACADEMY , UT  
LIBERTY ACADEMY , UT  
LINCOLN ACADEMY , UT  
LOGAN SCHOOL DISTRICT , UT  
MARIA MONTESSORI ACADEMY , UT  
MERIT COLLEGE PREPARATORY ACADEMY , UT  
MILLARD SCHOOL DISTRICT , UT  
MOAB CHARTER SCHOOL , UT  
MONTICELLO ACADEMY , UT  
MORGAN SCHOOL DISTRICT , UT  
MOUNTAINVILLE ACADEMY , UT  
MURRAY SCHOOL DISTRICT , UT  
NAVIGATOR POINTE ACADEMY , UT  
NEBO SCHOOL DISTRICT , UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT  
NOAH WEBSTER ACADEMY , UT  
NORTH DAVIS PREPARATORY ACADEMY , UT  
NORTH SANPETE SCHOOL DISTRICT , UT  
NORTH STAR ACADEMY , UT  
NORTH SUMMIT SCHOOL DISTRICT , UT

ODYSSEY CHARTER SCHOOL , UT  
OGDEN PREPARATORY ACADEMY , UT  
OGDEN SCHOOL DISTRICT , UT  
OPEN CLASSROOM , UT  
OPEN HIGH SCHOOL OF UTAH , UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
PARADIGM HIGH SCHOOL , UT  
PARK CITY SCHOOL DISTRICT , UT  
PINNACLE CANYON ACADEMY , UT  
PIUTE SCHOOL DISTRICT , UT  
PROVIDENCE HALL , UT  
PROVO SCHOOL DISTRICT , UT  
QUAIL RUN PRIMARY SCHOOL , UT  
QUEST ACADEMY , UT  
RANCHES ACADEMY , UT  
REAGAN ACADEMY , UT  
RENAISSANCE ACADEMY , UT  
RICH SCHOOL DISTRICT , UT  
ROCKWELL CHARTER HIGH SCHOOL , UT  
SALT LAKE ARTS ACADEMY , UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION , UT  
SALT LAKE SCHOOL DISTRICT , UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS , UT  
SAN JUAN SCHOOL DISTRICT , UT  
SEVIER SCHOOL DISTRICT , UT  
SOLDIER HOLLOW CHARTER SCHOOL , UT  
SOUTH SANPETE SCHOOL DISTRICT , UT  
SOUTH SUMMIT SCHOOL DISTRICT , UT  
SPECTRUM ACADEMY , UT  
SUCCESS ACADEMY , UT  
SUCCESS SCHOOL , UT  
SUMMIT ACADEMY , UT  
SUMMIT ACADEMY HIGH SCHOOL , UT  
SYRACUSE ARTS ACADEMY , UT  
THOMAS EDISON - NORTH , UT  
TIMPANOGOS ACADEMY , UT  
TINTIC SCHOOL DISTRICT , UT  
TOOELE SCHOOL DISTRICT , UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT  
UINTAH RIVER HIGH , UT  
UINTAH SCHOOL DISTRICT , UT  
UTAH CONNECTIONS ACADEMY , UT  
UTAH COUNTY ACADEMY OF SCIENCE , UT  
UTAH ELECTRONIC HIGH SCHOOL , UT  
UTAH SCHOOLS FOR DEAF & BLIND , UT  
UTAH STATE OFFICE OF EDUCATION , UT  
UTAH VIRTUAL ACADEMY , UT  
VENTURE ACADEMY , UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT  
WALDEN SCHOOL OF LIBERAL ARTS , UT  
WASATCH PEAK ACADEMY , UT  
WASATCH SCHOOL DISTRICT , UT  
WASHINGTON SCHOOL DISTRICT , UT  
WAYNE SCHOOL DISTRICT , UT  
WEBER SCHOOL DISTRICT , UT  
WEILENMANN SCHOOL OF DISCOVERY , UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE , LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE

CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS



### **3. City's Request for BAFO**



CITY OF  
TUCSON

April 10, 2019

Sent via email, this day

BUSINESS  
SERVICES  
DEPARTMENT

Tiadra Carter, Government Account Executive  
Leslie's Poolmart, Inc.  
2005 E Indian School Rd  
Phoenix, AZ 85016  
Email: government@lesl.com

**Subject: Request for Proposal No. 192051 – Swimming Pool Supplies, Including Chemicals, Equipment, and Related Services & Materials – Request for Best and Final Offer**

Dear Mrs. Carter

The City would like to thank you and your firm for its participation in the above mentioned Request for Proposal. At this time, in order for the City to continue in the process, it is requested that you submit your firm's Best and Final Offer.

**1. Final Pricing Offer:**

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	DRUM DEPOSIT	UNIT PRICE	EXTENDED PRICE
1	250 CYL.	GAS CHLORINE 150 LB. CYLINDER	\$	\$ /CYL.	\$
		MANUFACTURER			
2	4,375 LBS.	CALCIUM HYPOCHLORITE (CHLORINE GRANULAR), 65%, 25 LB. BUCKET	\$	\$ /LB.	\$
		MANUFACTURER			
3	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 13 GAL CARBOY	\$	\$ /GAL.	\$

BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES – PROCUREMENT  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
www.tucsonprocurement.com

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MANUFACTURER

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4	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 5 GAL CONTAINER	\$	\$	/GAL.	\$
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MANUFACTURER

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5	400 GAL	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 1 GAL NON-RETURNABLE CONTAINER	N/A	\$	/ GAL.	\$
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MANUFACTURER

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6	500 LBS.	CHLORINE, TABLET 1" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB PAIL	N/A	\$	/LB.	\$
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MANUFACTURER

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7	3,750 LBS.	CHLORINE, TABLET 3" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB. PAIL	N/A	\$	/LB.	\$
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MANUFACTURER

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8	50,000 LBS.	SODIUM BICARBONATE, FOOD GRADE ONLY, 50 LBS. SACK, Natural Soda LLC, NaHCO3 99%	N/A	\$	/LB.	\$
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MANUFACTURER

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9	200 EA.	POOL PERFECT, NATURAL CHEMISTRY, 3 LITER	N/A	\$	/EA.	\$
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MANUFACTURER

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10	125,000 LBS.	BROMINE (VANTAGE) 1" TABLET 50 LB. CONTAINERS AllChem Performance Products 1-bromo-3-chloror-5, 5-dimethylhyddantoin, weight-96 <b>NO SUBSTITUTES</b>	N/A	\$ _____	/LB.	\$ _____
MANUFACTURER						
11	840 LBS.	POLY-A-VANTAGE POLY ALUMINUM SULFATE, 4" TABLETS, 42 LBS. CONTAINERS	N/A	\$ _____	/LB.	\$ _____
MANUFACTURER						
12	75,000 LBS.	LIQUID CO2 (CARBON DIOXIDE) GAS	\$ _____	\$ _____	/LB.	\$ _____
MANUFACTURER						
13	1,500 GAL.	LIQUID CAUSTIC SODA, 50%, 5 GALLON CONTAINER	N/A	\$ _____	/GAL.	\$ _____
MANUFACTURER						
14	35,000 LBS	LIQUID CAUSTIC SODA, 50%, 55 GALLON DRUM	\$ _____	\$ _____	/LB.	\$ _____
MANUFACTURER						
15	600 LBS	LIQUID CAUSTIC SODA, 30%, 55 GALLON DRUM	\$ _____	\$ _____	/LB.	\$ _____
MANUFACTURER						
16	400 EA.	BIO-DEX CLEARX 500, LIQUID CONCENTRATE, QUART	N/A	\$ _____	/EA.	\$ _____
MANUFACTURER						

17	70 BTL.	AQUAGEMS EXTREME CLEAN, DRY 24 OZ. BOTTLE	N/A	\$ _____	/BTL.	\$ _____
<hr/>						
MANUFACTURER						
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18	2 CS.	APPLIED-BIOCHEMISTS THIO-TRINE, 12/20 OZ BOTTLES PER CASE	N/A	\$ _____	/CS.	\$ _____
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MANUFACTURER						
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19	75 CS.	GOLD-N-CLEAR WATER BRIGHTENER, 32/12 OZ BOTTLES PER CASE MANUFACTURED BY APPLIED BIOCHEMISTS		\$ _____	\$ _____	/CS. \$ _____
<hr/>						
MANUFACTURER						
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						<b>GRAND TOTAL:</b> \$ _____

Please provide a written response no later than **Friday, April 12, 2019 at 4 PM**. You may email your response to [Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov). If you should have any questions, please call me at (520) 837-4123.  
Sincerely,

Jeffrey Whiting  
Principal Contract Officer

JW  
cc: File No. 192051

## **4. Leslie's Poolmart Response to RFP # 192051**



**ORIGINAL**

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL NUMBER:** 192051  
**PROPOSAL DUE DATE:** JANUARY 16, 2019, AT 4:00 P.M. LOCAL AZ TIME  
**PROPOSAL SUBMITTAL LOCATION:** Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

**MATERIAL OR SERVICE:** SWIMMING POOL SUPPLIES, INCLUDING  
CHEMICALS, EQUIPMENT, AND RELATED  
SERVICES & MATERIALS

**PRE-PROPOSAL CONFERENCE DATE:** JANUARY 8, 2019  
**TIME:** 1:00 P.M. LOCAL AZ TIME

**LOCATION:** City Hall, 6<sup>th</sup> Floor Conference Room  
255 W. Alameda, Tucson, AZ 85701

**CONTRACT OFFICER:** JEFFREY WHITING  
**TELEPHONE NUMBER:** (520) 837-4123  
[Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov)

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

**\*\*\*\*ALERT\*\*\*\***

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

JW/nc

**PUBLISH DATE:** Monday, December 17, 2018

ORIGINAL



## INTRODUCTION

The City of Tucson intends to establish an annual term requirements contract for the purchase of **SWIMMING POOL SUPPLIES, INCLUDING CHEMICALS, EQUIPMENT, AND RELATED SERVICES AND MATERIALS**, as per specifications, to be delivered to various metropolitan Tucson locations.

Requirements and qualifications are defined in detail in the Scope of Services section of this Request for Proposal (RFP). The City seeks a firm that can supply Swimming Pool Supplies, including Chemicals, Equipment, and Related Services and Materials. The successful firm should have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies. Each order placed will be of various sizes and volumes and potentially be delivered to multiple locations.

The City operates and maintains twenty-seven (27) pool locations from May to August. Up to nine heated pools remain open all year, and the Amphitheater Pool is open from May to November. The City also operates and maintains a multitude of water holding structures such as public fountain displays. City of Tucson swimming pool locations are listed at [www.tucsonaz.gov/parksandrec/aquatics.php](http://www.tucsonaz.gov/parksandrec/aquatics.php)

Upon contract award, the Contractor, will have the opportunity to market this contract to public agencies nationally.

### NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City of Tucson anticipates spending approximately \$2,500,000.00 over the full potential Master Agreement term for five years. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Swimming Pool Supplies, including Chemicals, Equipment, and Related Services and Materials purchased under the Master Agreement through National IPA is approximately \$50 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.



## SCOPE OF WORK

Although this section reflects the needs and the requirements for the City of Tucson, National IPA Participating Agencies will have different requirements. The awarded offeror may offer comprehensive Swimming Pool Supplies, including Chemicals, Equipment, and Related Services, and Materials nationally.

The specifications below list general requirements; however, exceptions and/or variations thereto that do not compromise overall quality and functionality will be considered. It is recognized that Participating Agencies may have different requirements pertaining to quantities, service requirements, chemicals needed, and various materials. It is the intent of this contract to encompass a comprehensive solution for pool chemicals, products, and services related to swimming pool maintenance and care.

### **I. GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the following minimum qualifications:
  - a. Have a strong national presence in the janitorial and sanitation supply industry.
  - b. Have a distribution model capable of delivering products nationwide.
  - c. Have a demonstrated sales presence.
  - d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.
  - e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Agencies.
2. **DESCRIPTIVE LITERATURE:** Upon request, offeror must submit complete manufacturers' descriptive literature regarding the products they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
3. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
5. **DELIVERY CONSIDERATION:** Delivery is an important consideration and may be a factor in the determination of an award. Therefore, delivery time in calendar days after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bids/offers must be clear in regard to those variations.
6. **LOCAL STOREFRONT:** Contractor shall have a local Tucson storefront to accommodate over-the-counter point of sale purchases.
7. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term or earlier upon request. The report shall provide complete information on the quantity, description and total sales of items purchased under this Contract for the most recent contract period.





## II. PRODUCT REQUIREMENTS

1. Offeror shall have the ability to provide a complete and comprehensive line of quality made swimming pool products and equipment to support the daily maintenance and operations functions of the agency.
2. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

## III. CHEMICAL PRODUCT REQUIREMENTS

### 1. **GAS CHLORINE:**

- A. **CHLORINE GAS:** Gas chlorine furnished under this contract shall contain not more than 0.07% maximum moisture and not more than 0.33% residue maximum. The chlorine by volume shall exceed 99.5% as a minimum.
- B. **CHLORINE CYLINDERS:** Chlorine cylinders and cylinder valve assemblies shall be free of corrosion, inspected, tested and maintenance accordance with standards specified:
  - i. Chlorine cylinders must bear the inhalation hazard label.
  - ii. Every chlorine tank shall be plainly and permanently stamped in letters and figures into the metal at valve and chime as follows:
    - a. ICC Specifications Number
    - b. Material and cladding material, if any (immediately below the specifications number).
    - c. Owner's or builder's identifying symbol and serial number (immediately below the material identifications). The symbol shall be registered with the Bureau of Explosives.
    - d. Inspector's Official Mark (immediately below the owner's or builder's symbol).
    - e. Date of original tank test (month and year, such as 1-89 for January 1989). This shall be so placed that dates at subsequent tests may easily be added there to.
    - f. Water Capacity 150 pounds. Instead of being stamped in the metal, this information may be supplied in letters and figures of the prescribed size stamped on a brass plate secured to one of the tank heads.

2. **GAS CHLORINE LEAKS:** In the event that any chlorine or cylinder valve assembly develops a leak at any City using agency, the contractor shall be responsible for the immediate pick up, removal and safe disposal of the contents in accordance with emergency measures specified on the Fourth Edition Chlorine Institute Manual, Paragraph 3.

3. **RETURNABLE CYLINDERS:** Each offeror must state their policy in regard to empty returnable chlorine cylinders on the price sheets.
4. **DRUM DEPOSIT:** It is understood that a drum deposit is charged initially against the using departments purchase order. When the drums are returned, they are credited against the same initial purchase order.
5. **SDS FOR HAZARDOUS SUBSTANCES:** Contractor shall furnish Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.
6. **HAZARDOUS MATERIAL ALTERNATIVES:** The City will consider alternatives for products containing hazardous materials as defined in OSHA Hazard Communications Regulations 29 CFR Part 29-1910.1200. Offerors are encouraged to submit alternate products that meet the intent of the specifications and do not contain hazardous ingredients.

#### IV. SERVICE REQUIREMENTS

1. Offeror shall have the ability to installation, repair, and maintenance and provide turn-key solutions and services. The Offeror may satisfy this requirement with having the ability to provide installation, repair, maintenance and turn-key solutions and services directly or through City approved sub-contractors.

# INSTRUCTIONS TO OFFERORS

## 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** **An original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

**26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

(See Responses Attached)

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

##### 1. General Requirements

- a. Describe offerors complete line of products available under an awarded contract. Provide a detailed written response illustrating how your offer will meet the general requirements of this solicitation for the City of Tucson and the National Program.
- b. Submit any and all information that will aid the City in evaluating your proposal.
- c. Submit any and all information on your warranty program.
  - i. How long does it last?
  - ii. How are sales calls handled and routed?
  - iii. How are calls for service handled and routed?
  - iv. Please describe in detail your escalation process and any procedures that you have in place for guaranteeing customer satisfaction.
  - v. Is there a dedicated support representative that the City will contact?
- d. Product Requirements
  - i. Please confirm that you can provide all products, as specified, in the Product Requirements section of this solicitation.
- e. Service Requirements
  - i. Please confirm that you can provide service, as specified, in the Service Requirements section of this solicitation.
  - ii. If you are purposing the use of a subcontractor to meet the Service Requirements of this solicitation, please provide the name and a detailed description of how the purposed subcontractors will be utilized.
- f. Upon written request from the City, Offerors may be required to provide a sample of products requested to be submitted for evaluation and conformity with specifications.

##### 2. National Program

- a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how products and services will be distributed nationwide, ~~include a plan for marketing the products and services nationwide,~~ and describe how volume will be tracked and reported to National IPA.



### 3. Distribution Network

- a. Describe the number, size and location of your firm's distribution facilities, warehouses, retail network and local storefronts as applicable.

Local storefronts and business hours:

Business Location/ Address: 1959 W McMillan St, Suite 101, Tucson, AZ 85705

Business Days and Hours of Operation: Monday - Friday, 7 AM - 5 PM

Business Location/ Address: 2480 N Silverbell Rd, Tucson, AZ 85745

Business Days and Hours of Operation: Sun 10 AM - 5 PM, Monday - Saturday 9 AM - 6PM

Business Location/ Address: 4639 E Speedway BLVD, Tucson, AZ 85712

Business Days and Hours of Operation: Sun 10 AM - 5 PM, Monday - Saturday 9 AM - 6PM

- b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
- c. Offerors shall provide the name and address of the distributor(s), if other than the Offeror.
- d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
- e. Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.
- f. Identify the name and address of the manufacturer.
- g. Provide a detailed written response illustrating how your firm will meet the service requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope of service outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities.
- h. Provide detailed information explaining your service capabilities.
- i. Provided detailed information explaining the service capabilities of your authorized dealers.
- j. State any return and restocking policy, and any fees, if applicable, associated with returns.
- k. Offerors shall provide two (2) copies of the offeror's inspection and quality control policy and procedures manual.

- l. Offerors shall submit information on their support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?
- m. Describe additional services are available under this contract (i.e. offloading, assembling, customization, etc.)?
- n. Provide all financing options available for services.
- o. Submit all information that will aid the City in evaluating your proposal.

**3. Ordering and Invoices**

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe the product delivery process and your delivery commitment. What are standard product delivery timeframes? Are there cut off dates and how are these dates communicated to customers?
- c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- d. What quantities are recommended for ordering? Can the City vary from these?

**B. Qualifications & Experience**

- 1. Provide a brief history and description of your company. Describe your market position in the state and local government, educational and medical market spaces.
- 2. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.
- 3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
- 4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
- 5. Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.

### C. Price Proposal

1. Although the City's preference is to have freight included in the per unit pricing for products delivered to the City of Tucson, The City is interested in establishing a contract that provides the City of Tucson and participating agencies the most advantageous pricing. If the proposed pricing model does not include freight in the per unit pricing, provide details of how freight will be applied, calculated, etc.
2. Provide price proposal as requested on the Price Page attached herein.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - b. Will a third party be processing the commercial credit card payment(s)? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - c. If yes, indicate the flat fee per transaction \$ \_\_\_\_\_ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
  - d. If "no" to above, will consideration be given to accept the card? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Does your firm have a City of Tucson Business License? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please provide a copy of your City of Tucson Business license.

### III. GENERAL

- A. **Shortlist:**  
The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.
- B. **Interviews:**  
The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
- C. **Additional Investigations:**  
The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
- D. **Prior Experience:**  
Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- E. **Multiple Awards:**  
To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## **Additional Submittal Requirements**

- 1. Exceptions to National Agreement:** Please provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement

## SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

**3. INSURANCE:**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
<b>III. Workers Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
- (b) A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
  - (c) The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  - (d) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department of Procurement.
- The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

4. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
5. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, ~~at its sole option,~~ to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. *with Contractor's prior written approval*
6. **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offers of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.
7. **EQUALS:** Offers submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.
11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor



relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

reasonable



Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

↳ or Contractor

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## PRICE PAGE

Offerors proposal must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

### a) Products/Pricing

- i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.
    - i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.
    - ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.
    - iii. Offerors should provide their pricing structure which may include category discounts, a core list, and non-core items.
  - ii. General and Market Basket Pricing.
    - i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. City of Tucson requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable
      1. In addition to providing a paper copy, please also include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
        - Manufacturer part #
        - Offeror's Part # (if different from manufacturer part #)
        - Description
        - List Price and Net Price
        - Net price to City of Tucson/Participating agencies (including freight)
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

City of Tucson Specific Items

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	DRUM DEPOSIT	UNIT PRICE	EXTENDED PRICE
1	250 CYL.	GAS CHLORINE 150 LB. CYLINDER MANUFACTURER	\$	\$ /CYL.	\$ No Bid
2	4,375 LBS.	CALCIUM HYPOCHLORITE (CHLORINE GRANULAR), 65%, 25 LB. BUCKET LPM MANUFACTURER	\$	\$ 2.46 /LB.	\$ 10,762.50
3	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 13 GAL CARBOY MANUFACTURER	\$	\$ 5.50 /GAL.	\$ 1,925.00
4	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 5 GAL CONTAINER MANUFACTURER	\$	\$ 5.30 /GAL.	\$ 1,855.00
5	400 GAL	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 1 GAL NON-RETURNABLE CONTAINER MANUFACTURER	N/A	\$ 4.65 / GAL.	\$ 1,860.00
6	500 LBS.	CHLORINE, TABLET 1" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB PAIL LPM, 35 lb pail MANUFACTURER	N/A	\$ 2.69 /LB.	\$ 1,345.00
7	3,750 LBS.	CHLORINE, TABLET 3" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB. PAIL LPM MANUFACTURER	N/A	\$ 2.13 /LB.	\$ 7,987.50

8	50,000 LBS.	SODIUM BICARBONATE, FOOD GRADE ONLY, 50 LBS. SACK, Natural Soda LLC, NaHCO3 99% LPM MANUFACTURER	N/A	<u>\$ .3596</u>	/LB.	<u>\$ 17,980.00</u>
9	200 EA.	POOL PERFECT, NATURAL CHEMISTRY, 3 LITER Natural Chemistry MANUFACTURER	N/A	<u>\$ 16.90</u>	/EA.	<u>\$ 3,380.00</u>
10	125,000 LBS.	BROMINE (VANTAGE) 1" TABLET 50 LB. CONTAINERS AllChem Performance Products 1-bromo-3-chloror-5, 5-dimethylhyddantoin, weight-96 <b>NO SUBSTITUTES</b> MANUFACTURER	N/A	<u>\$</u>	/LB.	<u>\$ No Bid</u>
11	840 LBS.	POLY-A-VANTAGE POLY ALUMINUM SULFATE, 4" TABLETS, 42 LBS. CONTAINERS MANUFACTURER	N/A	<u>\$</u>	/LB.	<u>\$ No Bid</u>
12	75,000 LBS.	LIQUID CO2 (CARBON DIOXIDE) GAS MANUFACTURER		<u>\$</u>	/LB.	<u>\$ No Bid</u>
13	1,500 GAL.	LIQUID CAUSTIC SODA, 50%, 5 GALLON CONTAINER MANUFACTURER	N/A	<u>\$</u>	/GAL.	<u>\$ No Bid</u>
14	35,000 LBS	LIQUID CAUSTIC SODA, 50%, 55 GALLON DRUM MANUFACTURER		<u>\$</u>	/LB.	<u>\$ No Bid</u>
15	600 LBS	LIQUID CAUSTIC SODA, 30%, 55 GALLON DRUM		<u>\$</u>	/LB.	<u>\$ No Bid</u>

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MANUFACTURER

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16	400 EA.	BIO-DEX CLEAREX 500, LIQUID CONCENTRATE, QUART Bio-Dex	N/A	<u>\$ 19.95</u>	/EA.	<u>\$ 7,980.00</u>
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MANUFACTURER

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17	70 BTL.	AQUAGEMS EXTREME CLEAN, DRY 24 OZ. BOTTLE	N/A	<u>\$</u>	/BTL.	<u>\$ No Bid</u>
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MANUFACTURER

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18	2 CS.	APPLIED-BIOCHEMISTS THIO-TRINE, 12/20 OZ BOTTLES PER CASE	N/A	<u>\$</u>	/CS.	<u>\$ No Bid</u>
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MANUFACTURER

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19	75 CS.	GOLD-N-CLEAR WATER BRIGHTENER, 32/12 OZ BOTTLES PER CASE MANUFACTURED BY APPLIED BIOCHEMISTS		<u>\$</u>	<u>\$</u>	/CS. <u>\$ No Bid</u>
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MANUFACTURER

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GRAND TOTAL:

55,075-  
~~54,037.00~~



# OFFER AND ACCEPTANCE

## OFFER

### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Leslie's Poolmart, Inc.  
Company Name

Name: Tiadra Carter

2005 E Indian School Road  
Address

Title: Government Account Executive

Phoenix                      AZ                      85016  
City                              State                      Zip

Phone: (602) 366-3848

\*   
Signature of Person Authorized to Sign

Fax: (602) 366-3939

Steven Weddell  
Printed Name

E-mail: government@lesl.com

Chief Financial Officer  
Title

\* Subject to City of Tucson's acceptance of all changes made herein.

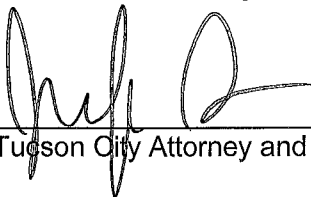
## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 192051-02

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This 23<sup>rd</sup> day of July 2019

  
As Tucson City Attorney and not personally

Awarded:

This 23<sup>rd</sup> day of July 2019

  
As Director of Business Services and not personally



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – FEDERAL FUNDS CERTIFICATIONS

National IPA Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

National IPA Exhibit H – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA.

**1.1 Requirement**

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC ("National IPA"), is requesting proposals for Swimming Pool Chemicals, Equipment, Services, and related materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate National IPA to make the Master Agreement available to Participating Procurement Agencies.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the ~~greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.~~ <sup>example</sup> Supplier will be required to execute the National IPA Administration Agreement (Exhibit B) <sup>subject to the form being fully negotiated by both parties.</sup>

**1.3 Estimated Volume**

*NO guarantee on Volume*

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT'S  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

The dollar volume purchased under the Master Agreement is estimated to be approximately fifty (\$50) million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at National IPAs option, be the basis of award on a national level through National IPA. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) ~~the Master Agreement is Supplier's primary "go-to-market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and~~ (4) that the Supplier ~~has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.~~

*negotiated*

*to negotiate the*

*DN*

**2.2 Pricing Commitment**

~~Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

*DN*

**2.3 Sales Commitment**

~~Supplier commits to aggressively market the Master Agreement as its go-to-market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.~~

*DN*

**3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

*SM*

- D. ~~Annual sales for the three previous fiscal years.~~
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

**3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**3.3 Marketing and Sales**

- A. ~~Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:~~
  - i. ~~Executive leadership endorsement and sponsorship of the award as the public sector go to market strategy within first 10 days~~
  - ii. ~~Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the National IPA team within first 90 days~~
- B. ~~Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:~~
  - i. ~~Creation and~~

*SM*

*90 day Plan is very important*

*SM*

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- ii. ~~Announcement, contract details and contact information published on the Supplier's website within first 90 days~~
  - iii. ~~Design, publication and distribution of co-branded marketing materials within first 90 days.~~
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. ~~Dedicated National IPA internet web-based homepage on Supplier's website with:~~
    - ~~National IPA standard logo;~~
    - ~~Copy of original Request for Proposal;~~
    - ~~Copy of contract and amendments between Principal Procurement Agency and Supplier;~~
    - ~~Summary of Products and pricing;~~
    - ~~Marketing Materials~~
    - ~~Electronic link to National IPA's website including the online registration page;~~
    - ~~A dedicated toll-free number and email address for National IPA~~
- C. ~~Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.~~
- D. Acknowledge Supplier agrees to provide its logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. ~~Acknowledge that use of National IPA logo will require permission for reproduction, as well.~~ *in relation to the Master Agreement*
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. ~~Best government pricing~~
  - iii. No cost to participate

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iv. Non-exclusive contract
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. ~~State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.~~ 821
- L. ~~Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.~~ 801
- M. ~~Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").~~

~~\$ \_\_\_\_\_ .00 in year one~~  
~~\$ \_\_\_\_\_ .00 in year two~~  
~~\$ \_\_\_\_\_ .00 in year three~~

~~To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. ~~Respond with Master Agreement pricing (Contract Sales reported to National IPA).~~
- ii. ~~If competitive conditions require pricing lower than the standard Master Agreement not to exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.~~
- iii. ~~Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).~~
- iv. ~~If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~

~~Detail Supplier's strategies under these options when responding to a solicitation.~~

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC ("National IPA"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

**WHEREAS**, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT'S  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

**NATIONAL PROMOTION**

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

**ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

**GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier

20. 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, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sarah Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Vice President Contracting – Public Sector

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXAMPLE



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, and affiliate of OMNIA Partners, LLC (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

is otherwise required by applicable federal, state or local law.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
  
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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).

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) 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 government wide 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

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Participating Agency 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..

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact National IPA's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

**OWNERSHIP DISCLOSURE FORM**  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

**Date**

**Authorized Signature and Title**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

**NON-COLLUSION AFFIDAVIT**

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Signature and Title*

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.  
NOTE: This section is not applicable to Boards of Education.



### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE  
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership                       Corporation                       Sole Proprietorship

Limited Partnership               Limited Liability Corporation               Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT H- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR

CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR

CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSNORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT

FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT



MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT

SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR

DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT

COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION

OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS

LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT

BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT  
EMERSON ALCOTT ACADEMY , UT  
EMERY SCHOOL DISTRICT , UT  
ENTHEOS ACADEMY , UT  
EXCELSIOR ACADEMY , UT  
FAST FORWARD HIGH , UT  
FREEDOM ACADEMY , UT  
GARFIELD SCHOOL DISTRICT , UT  
GATEWAY PREPARATORY ACADEMY , UT  
GEORGE WASHINGTON ACADEMY , UT  
GOOD FOUNDATION ACADEMY , UT  
GRAND SCHOOL DISTRICT , UT  
GRANITE DISTRICT , UT  
GUADALUPE SCHOOL , UT  
HAWTHORN ACADEMY , UT  
INTECH COLLEGIATE HIGH SCHOOL , UT  
IRON SCHOOL DISTRICT , UT  
ITINERIS EARLY COLLEGE HIGH , UT  
JOHN HANCOCK CHARTER SCHOOL , UT  
JORDAN DISTRICT , UT  
JUAB SCHOOL DISTRICT , UT  
KANE SCHOOL DISTRICT , UT  
KARL G MAESER PREPARATORY ACADEMY , UT  
LAKEVIEW ACADEMY , UT  
LEGACY PREPARATORY ACADEMY , UT  
LIBERTY ACADEMY , UT  
LINCOLN ACADEMY , UT  
LOGAN SCHOOL DISTRICT , UT  
MARIA MONTESSORI ACADEMY , UT  
MERIT COLLEGE PREPARATORY ACADEMY , UT  
MILLARD SCHOOL DISTRICT , UT  
MOAB CHARTER SCHOOL , UT  
MONTICELLO ACADEMY , UT  
MORGAN SCHOOL DISTRICT , UT  
MOUNTAINVILLE ACADEMY , UT  
MURRAY SCHOOL DISTRICT , UT  
NAVIGATOR POINTE ACADEMY , UT  
NEBO SCHOOL DISTRICT , UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES) , UT  
NOAH WEBSTER ACADEMY , UT  
NORTH DAVIS PREPARATORY ACADEMY , UT  
NORTH SANPETE SCHOOL DISTRICT , UT  
NORTH STAR ACADEMY , UT  
NORTH SUMMIT SCHOOL DISTRICT , UT

ODYSSEY CHARTER SCHOOL , UT  
OGDEN PREPARATORY ACADEMY , UT  
OGDEN SCHOOL DISTRICT , UT  
OPEN CLASSROOM , UT  
OPEN HIGH SCHOOL OF UTAH , UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
PARADIGM HIGH SCHOOL , UT  
PARK CITY SCHOOL DISTRICT , UT  
PINNACLE CANYON ACADEMY , UT  
PIUTE SCHOOL DISTRICT , UT  
PROVIDENCE HALL , UT  
PROVO SCHOOL DISTRICT , UT  
QUAIL RUN PRIMARY SCHOOL , UT  
QUEST ACADEMY , UT  
RANCHES ACADEMY , UT  
REAGAN ACADEMY , UT  
RENAISSANCE ACADEMY , UT  
RICH SCHOOL DISTRICT , UT  
ROCKWELL CHARTER HIGH SCHOOL , UT  
SALT LAKE ARTS ACADEMY , UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION , UT  
SALT LAKE SCHOOL DISTRICT , UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT , UT  
SEVIER SCHOOL DISTRICT , UT  
SOLDIER HOLLOW CHARTER SCHOOL , UT  
SOUTH SANPETE SCHOOL DISTRICT , UT  
SOUTH SUMMIT SCHOOL DISTRICT , UT  
SPECTRUM ACADEMY , UT  
SUCCESS ACADEMY , UT  
SUCCESS SCHOOL , UT  
SUMMIT ACADEMY , UT  
SUMMIT ACADEMY HIGH SCHOOL , UT  
SYRACUSE ARTS ACADEMY , UT  
THOMAS EDISON - NORTH , UT  
TIMPANOGOS ACADEMY , UT  
TINTIC SCHOOL DISTRICT , UT  
TOOELE SCHOOL DISTRICT , UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS , UT  
UINTAH RIVER HIGH , UT  
UINTAH SCHOOL DISTRICT , UT  
UTAH CONNECTIONS ACADEMY , UT  
UTAH COUNTY ACADEMY OF SCIENCE , UT  
UTAH ELECTRONIC HIGH SCHOOL , UT  
UTAH SCHOOLS FOR DEAF & BLIND , UT  
UTAH STATE OFFICE OF EDUCATION , UT  
UTAH VIRTUAL ACADEMY , UT  
VENTURE ACADEMY , UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY , UT  
WALDEN SCHOOL OF LIBERAL ARTS , UT  
WASATCH PEAK ACADEMY , UT  
WASATCH SCHOOL DISTRICT , UT  
WASHINGTON SCHOOL DISTRICT , UT  
WAYNE SCHOOL DISTRICT , UT  
WEBER SCHOOL DISTRICT , UT  
WEILENMANN SCHOOL OF DISCOVERY , UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE

CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT. OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS

## **5. RFP# 192051**

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 192051

**SWIMMING POOL SUPPLIES, INCLUDING CHEMICALS, EQUIPMENT, AND  
RELATED SERVICES AND MATERIALS**

**AMENDMENT NO. 1**

DATE ISSUED: **JANUARY 9, 2019**

The referenced document has been modified as per the attached Amendment No. **ONE**  
**1.**

**Please sign this Amendment where designated and return the executed copy with your PROPOSAL.** This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to **Jeffrey Whiting**, Principal Contract Officer at (520) **837-4123** or [Jeffrey.whiting@tucsonaz.gov](mailto:Jeffrey.whiting@tucsonaz.gov).

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
Phone: (520) 837-4123  
ISSUE DATE: January 9, 2019

RFP NO.: 192051  
RFP AMENDMENT NO.: 1  
PAGE 1 of 1

DUE DATE: January 16, 2019@ 4:00 P.M., Local AZ Time  
RESPONSIBLE CONTRACT OFFICER: Jeffrey Whiting

## SWIMMING POOL SUPPLIES, INCLUDING CHEMICALS, EQUIPMENT, AND RELATED SERVICES AND MATERIALS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.  
THIS RFP IS AMENDED AS FOLLOWS:

### ITEM NO. ONE (1): DUE DATE

RFP DUE DATE: The Proposal Due Date and Time shall remain **unchanged** and shall be:  
**January 16, 2019, at 4:00pm Local AZ Time.**

### ITEM NO. TWO (2): SCOPE OF WORK EDIT

**Scope of Work, Section I. General Requirements, Paragraph 1. Qualified Firms** is hereby **replaced** with the following:

#### 1. QUALIFIED FIRMS: Offerors should meet the following minimum qualifications:


- a. Have a strong national presence in the **pool supplies industry**.
- b. Have a distribution model capable of delivering products nationwide.
- c. Have a demonstrated sales presence.
- d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Agencies.

### ITEM NO. THREE (3): INSTRUCTIONS TO OFFERORS EDIT

**Instructions to Offerors, Paragraph 9 Proposal/Submittal Format** is hereby **replaced** with the following:

**PROPOSAL/SUBMITTAL FORMAT: An original and 7 copies (8 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 1/16/19  
\_\_\_\_\_  
Signature Date

Steven Weddell, Chief Financial Officer  
\_\_\_\_\_  
Print Name and Title

Leslie's Poolmart, Inc.  
\_\_\_\_\_  
Company Name

2005 E Indian School Road  
\_\_\_\_\_  
Address

Phoenix AZ 85016  
\_\_\_\_\_  
City State Zip



## **Proposal Evaluation Requirements**

### **A. Method of Approach**

#### **1. General Requirements**

- a. Leslie's Poolmart, Inc. offers swimming pool equipment, supplies, chemicals, furniture and service. We have ten stores located in the city of Tucson and one commercial center. We have over 975 over 10,000 government customers.
- b. No additional information needed.
- c. Warranty varies based on the manufacturer.
  - i. Warranty will last per the manufacturer's specifications.
  - ii. Sales calls are handled by the local Commercial Account Executive.
  - iii. We have a service department that can be reached at (800) 537-5437, option 1.
  - iv. We have the Government Account Executive available for escalation and if issues continue, we have our Senior Manager of National & Government Accounts.
  - v. We have an outside dedicated support person (Commercial Account Executive) and an inside dedicated support person (Government Account Executive).
- d. We are not able to provide all products as specified.
- e. We have Service Technicians that are able to service the City as needed. We do not use subcontractors.
- f. Samples will be provided as required.

#### **2. National Program**

- a. Please see attached exhibit A, please note that if the strikes are not accepted, our offer is null and void.

#### **3. Distribution Network**

- a. We have ten stores located in the city of Tucson and one commercial center.

Local Storefronts and business hours:

Commercial Service Center:

**1959 W McMillan St, Suite 101, Tucson AZ 85705**

Monday – Friday, 7 AM – 5 PM

Storefronts:

**2480 N Silverbell Rd, Tucson, AZ 85745**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**4639 E Speedway Blvd, Tucson AZ 85712**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**10515 N Oracle Rd, Suite 113, Tucson AZ 85737**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**8295 N Cortaro Rd, Suite 101, Tucson AZ 85743**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**7607 N Oracle Rd, Suite 131, Tucson AZ 85704**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**7085 N Thornydale Rd, Bldg D, Tucson AZ 85741**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**5971 N Oracle Rd, Tucson AZ 85704**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**5671 N Swan Rd, Tucson AZ 85718**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**8800 E Tanque Verde Rd, Tucson AZ 85749**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

**7955 E Broadway Blvd Suite 147, Tucson AZ 85710**

Sunday 10 AM – 5 PM, Monday – Saturday 9 AM - 6 pm

- b. Leslie's Poolmart stores and commercial service center will be responsible for processing, handling and shipping of products/services.
- c. N/A
- d. Standard delivery days are Monday – Friday. Product can be picked from storefronts seven days a week. All items bid on are stocked locally.
- e. N/A
- f. Manufacturer names are identified on the product lines.
- g. Leslie's Poolmart, Inc. has the ability to install, repair, provide maintenance, and provide turn-key solutions and services.
- h. Leslie's Poolmart, Inc. has two service technicians locally in the City of Tucson; we have additional technicians that can be used for larger projects.
- i. N/A
- j. Our Return Policy is laid out below:  
**Restocking Fee** - A restocking fee of 15% will be charged on any opened automatic pool cleaners, pumps, submersible pumps,

booster pumps, filters, heaters, heat pumps, salt systems, motors, automation controllers, pool light fixture, and any fulfilled special order items, unless defective or prohibited by law. **14 Day Return Period** - If for any reason you are unhappy with a product from Leslie's, return it with the original receipt within 14 days in its original container in saleable condition for a refund, exchange, or store credit equal to our original purchase price. **Refund Method & Timing:** Refunds for all check purchases will be in the form of store credit or a check from our corporate office within 10 business days of the return. Refunds for cash purchases less than \$50 will be refunded with cash or store credit. Refunds for cash purchases of \$50 or greater will be in the form of store credit or a check from our corporate office within 10 business days of the return. Refunds on a credit card may only be applied to the original credit card used or the customer may receive store credit. Refunds for gift card purchases will only be in the form of store credit. **Chemical Returns** – For your protection and ours, we cannot exchange or accept returns on any chemicals.

- k. See attached.
- l. City's best point of contact is our inside account representative, this person can be reached at (602) 366-3848, fax (602) 366-3939 or email [government@lesl.com](mailto:government@lesl.com). In case of escalation, Senior Manager of National & Government Accounts can be reached at (602) 366-3864, fax (602) 366-3939 or email [fhernandez@lesl.com](mailto:fhernandez@lesl.com).
- m. N/A
- n. Net 30 Terms
- o. Please our enclosed 2018 catalog that shows additional equipment that we offer.

#### **4. Ordering and Invoices**

- a. All orders need to be submitted to the Government Account Executive either by fax (602) 366-3939 or email [government@lesl.com](mailto:government@lesl.com). Any order placed online will be charged at retail prices. Orders will be processed and directed to the nearest store to fulfill. This process ensures the city's orders are processed in a timely manner.
- b. Product delivery varies; typically items are in stock in stores and can be delivered within 1-4 days depending on the delivery schedule. Large quantities may require a special order which can

delay delivery. Estimated delivery dates are provided upon receipt of order.

c. Invoices will be provided at time of delivery/service. Additional electronic invoices can be requested by emailing [arcustomerservice@lesl.com](mailto:arcustomerservice@lesl.com).

d. There are no minimums or maximums for quantities.

## **B. Qualifications & Experience**

1. Leslie's Poolmart started in 1963 as Leslie's Swimming Pool Supplies. We primarily focused on the residential market initially. Leslie's has grown and now employs over 4,000 employees who include a service team, a commercial team, and a residential team. The commercial team focuses on Government, Hotel, Motel, Apartment Communities, HOA's, National Accounts, and Service Trade.
2. DUNS # 05-010-6095, rating A+.
3. Corey Dillenburg – Commercial Account Executive  
Tiadra Carter – Government Account Executive  
Francisco Hernandez - Senior Manager of National & Government Accounts
4. We have servicing Government Accounts for over 17 years with our Commercial Team.

### **Palm Beach County, Florida**

Maria Rigsby, Procurement Specialist  
(561) 963-6741

### **City of Phoenix, Arizona**

Terry Carleton, Supplies Clerk  
(602) 495-3769

### **City of Houston, Texas**

Marene Thomas, Buyer  
(832) 395-3682

### **City of Austin, Texas**

Mark MacDougal, Program Coordinator  
(512) 974-9335

5. 10% off all 2018 commercial catalog and 2019 commercial catalog (currently in production).

### **C. Price Proposal**

1. Freight is included in the pricing provided.
2. Provided.
3. We do not offer payment discounts.
4. We will accept payment via commercial credit card.
  - a. No online payments available.
  - b. No
  - c. N/A
  - d. N/A
5. We have multiple City of Tucson Business Licenses (One per store). They can be provided as needed.

### **Additional Submittal Requirements**

1. Exceptions to National Agreement: The agreement is currently under review by our legal department and will be negotiated similar to changes made to exhibit A if awarded to Leslie's.



# SAFETY and HEALTH

**REG**  
REG-6070  
Revised 6/7/05

## Safety and Health Objectives Code of Safe Practices Additional Safety Responsibilities

### **POLICY OVERVIEW:**

The safety and health of every employee is extremely important. Leslie's is committed to providing a safe and healthy workplace for all of our team members. Injury prevention and hazard recognition is essential in all operations. It is management's responsibility to provide safe working conditions for all employees. It is the responsibility and a condition of employment for every employee to work safely. Our objective is to conduct all operations as safely and as efficiently as possible.

### **ADDITIONAL GUIDELINES and PROCEDURES:**

#### **Safety and Health Objectives**

Every team member is responsible in our effort to prevent accidents and injuries. Strict compliance with all safety policies and procedures is required as a condition of employment.

- Leslie's provides you with a safe and healthy place to work. It is your responsibility to follow all safety procedures and notify your immediate supervisor of any workplace hazards. You are responsible and accountable for your own safety and for the safety of those around you. The success of Leslie's Safety Program depends on the entire team. If you have any questions about the material with which you work, please look up the appropriate sheet in the MSDS binder in your work area or speak with the supervisor.
- Leslie's management considers accident and loss prevention to be a major objective of the company. Accidents, which result in personal injury or damage to property and equipment, are a needless waste and loss. It is management's policy to maintain strict standards of safety, and to be prepared to cope with emergency situations. It is our intention to eliminate and minimize causes of accidental loss, and to develop conditions, which will permit us to operate with maximum efficiency, free from personal and property losses.

To implement these objectives, the following responsibilities have been assigned:

Leslie's Corporate Safety Committee is responsible for reviewing, developing, and implementing the injury prevention and safety measures in all stores. The Safety Committee will work closely with Leslie's stores to implement, monitor, and manage the Safety Program. Full cooperation and support from the Leslie's store team is a must.

Store Mangers and Supervisors are responsible for:

1. The prevention of accidents in their areas
2. The identification and removal of workplace hazards
3. The identification and elimination of unsafe practices
4. Attendance at safety meetings
5. Monthly store self-inspections.
6. All accidents and incidents must be reported and the appropriate form must be completed. A thorough investigation is to be completed to identify the "root" cause of the accident and noted on your form so that future incidents can be avoided.
7. Safe storage, handling, and transportation of swimming pool/spa chemicals.

Every team member has responsibility to themselves, their families, their fellow workers and **Leslie's** to practice the standards of illness and injury prevention that have been established by the company. Safety is as much a part of each team member's job as production.

**The objective of our injury prevention and hazard communication program is ZERO accidents and injuries.**  
This injury prevention and safety program includes:

1. Providing mechanical and physical safeguards to the maximum extent possible.
2. Conducting a program of safety and health inspections to find and eliminate unsafe work conditions or unsafe work practices.
3. Providing necessary personal protective equipment and instructions for its use and care.
4. Developing and enforcing injury prevention and safety rules. All team members must obey these rules as a condition of employment.
5. Thoroughly investigating any accident to determine its cause. Correcting the problem to prevent it from happening again.

The success of this injury prevention and hazard communication program relies upon all team members, regardless of job title, position or area of responsibility.

### **Code of Safe Practices**

All team members must observe the following code of safe practices:

1. Know what to do in the event of an emergency.
2. Always work in a manner conducive to the safety of personnel, the environment, and property.
3. Promptly report all work-related injuries or illnesses, no matter how slight, to your supervisor.
4. Observe all danger, warning and caution signs. These signs are posted for your safety and must not be altered or removed.
5. Make proper use of all safeguards and safety devices provided. There is a reason for these items.
6. Wear the approved eye protection (when applicable) that has been provided for you. Failure to wear required eye protection is a serious safety violation.
7. Avoid inhalation of chemical dusts, vapors and fumes.
8. When appropriate, wear proper respiratory protection.
9. Do not eat or drink in any place where any chemicals are stored or used. Smoking is not permitted inside any store location or company vehicle.
10. Always wash your hands after handling chemicals, including containers, and before eating, drinking or smoking.
11. Restrain long hair when working with chemicals or around machinery that has moving parts. Long hair may be restrained by one of the following methods:
  - a) Wear a headband – this is sufficient if the hair is short enough to be kept from falling forward by the headband.
  - b) Tie hair back behind the head – this is sufficient if the resulting ponytail cannot fall forward over one shoulder.
  - c) Wear a cap or hairnet – this method must be used if hair is too long to be restrained sufficiently by a headband or hair tie.

12. Do not attempt to operate or repair any equipment unless you have been trained and authorized to do so by your Manager or Supervisor.
13. Do not handle or mix chemicals without proper training and authorization. Check the Material Safety Data Sheet (MSDS) before working with any unfamiliar chemical.
14. Lift properly. Most back injuries result from improper lifting. The worst lifting situation occurs when the body is extended over the load. Twisting while lifting also invites injury. Keep your back upright to shift weight onto the leg muscles.

**How to lift properly:** Get a firm footing. Keep your feet apart for a stable base; point your toes out. Bend your knees. Let your leg muscles do the work of lifting, not your weaker back muscles. Keep the load close. Don't hold the load away from your body. Avoid twisting - it can cause injury. If you feel the load that you are to lift or move is too heavy for you, ask for help.

15. Observe warning signs and barricades posted around the areas where construction, welding or maintenance is in progress. Only authorized personnel may enter these areas.
16. Intoxicating beverages or controlled substances are not permitted on the premises at any time. Being under the influence of any chemical substance while on the job may be cause for immediate termination, as it violates our Drug and Alcohol Policy. Refer to your team member handbook for information on this policy.
17. Know how and where to access Material Safety Data Sheets (MSDS) for all chemicals which are in your area.
18. Learn the location of all fire exits, alarm boxes and fire extinguishers in your work area.
19. Pile material, skids, pallets, boxes, ladders and other equipment so they do not block aisles, exits, fire fighting equipment, electrical lighting or power panels. Fire doors must be kept clear and closed.
20. Learn the location and proper use of fire-fighting equipment in your department. Fire extinguishers include:  
  
ABC type extinguishers are for use on fires involving; "A" - ordinary combustibles (wood, paper etc), "B" - flammable liquids (i.e. grease, gasoline, oil) and or "C" - electrically energized fires.  
  
ABC type extinguishers are NOT for use on fires involving dry chemicals (i.e. calcium hypochlorite, trichlor, dichlor, pool bromine, oxone, and monopersulfate compound) due to the risk of a violent chemical reaction. Water extinguishers are for use on fires involving "A" - ordinary combustibles (wood, paper). Large amounts of water should be used on fires involving dry pool chemicals. **Never** use water type fire extinguishers on electrically energized fires due to risk of electrocution.  
  
Never attempt to fight large fires, fires involving dry pool chemicals, or fires in areas where dry pool chemicals are stored. If in doubt, follow Emergency Evacuation procedures.
21. Obey all warning signs. Read safety bulletins that are posted, which will help you to do your part in accident prevention.
22. If you are not sure of the safest way to do a job, stop and find out.
22. Follow all safety rules and guidelines.
23. All weapons are prohibited on Leslie's property. Refer to your team member handbook for more information.
24. Maintain good housekeeping at all times. Keep all areas free of slip/trip hazards, clutter and trash.
25. Avoid exposure to harmful chemicals and substances.



26. Immediately report any unsafe condition to your Manager or Supervisor.
27. Horseplay and other unsafe acts are prohibited.
28. Be alert to changing conditions that may affect safety.
29. Keep tools and other equipment in good condition. Do not use a damaged tool or equipment. Immediately report to Supervisor or Manger.
30. No smoking in Leslie's buildings or around chemicals or flammable and/or combustible (i.e. paper, wood, plastic) materials.
31. Observe safe use of ladders.
32. Store and handle all chemicals safely and responsibility. Read labels and MSDS carefully.
33. Do not wear clothing or jewelry that could get caught in machinery or cause an accident.
34. Always use universal precautions to protect yourself from exposure to blood borne pathogens, i.e. assume all blood and all blood-contaminated articles are hazardous. Practice good personal hygiene and use gloves during performance of first aid.

### **Additional Store Manager or Supervisor Safety Responsibilities**

Each supervisor should make sure of the following:

1. Adequate Supply of Chemical Incident/Accident Report & Analysis Forms.
2. Conduct and document Monthly Meeting.
3. Completion of Monthly Inspection Checklist.
4. Safety Paperwork Organized in Designated File.
5. Emergency Numbers Posted.
6. Workers Compensation Clinics/Hospitals Posted.
7. MSDS Book updated and stored in the Office.
8. Business Licenses/Fire Permits (if applicable) Posted and Current.
9. Leslie's Safety Training Manual.
10. First Aid Kits/Contents checked and complete.
11. Proper Fire Extinguishers Charged/Mounted in Correct Areas (ABC in shop, water on sales floor/backroom).
12. Annual Sprinkler System Check (if applicable)
13. Aisles Clear/Floors Cleaned/Store Dusted
14. Exit Signs lit/Exits Clear
15. Ladders in Safe Condition.
16. Tools in Safe Condition.

17. No Smoking Signs Posted on Entrances/Over Counter.
18. Emergency Kit Complete (Goggles, Respirator, Gloves, and separate Dustpan/Broom for spills).
19. Check Forklift/Handtrucks/Pallet Jacks for Broken Parts.
20. Proper chemical storage.
21. Team Members properly trained on safety aspects according to time spent on the job. (i.e., HM-126 training, Forklift, Chemicals, etc.)
22. Wear safety glasses when working in the shop.
25. Wear safety goggles when unloading a truck, stocking chemical merchandise or dusting chemicals.
26. Be familiar with the Safety Plan.
27. Post evacuation routes in office.
28. Check for electrical problems with appliance tool cords. Do not ever use extension cords.

### **Leslie's Back Support Policy**

Leslie's does not recognize back support belts as personal protective equipment, or supports the use of these devices in the prevention of back injuries. Leslie's will no longer supply or allow back support devices for our Team Members. After extensive research Leslie's believes that proper lifting techniques provide the best solution to prevent back injuries. If you have any questions regarding this policy, feel free to contact the Safety Department.

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 192051  
PROPOSAL DUE DATE: JANUARY 16, 2019, AT 4:00 P.M. LOCAL AZ TIME  
PROPOSAL SUBMITTAL LOCATION: Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: SWIMMING POOL SUPPLIES, INCLUDING  
CHEMICALS, EQUIPMENT, AND RELATED  
SERVICES & MATERIALS

PRE-PROPOSAL CONFERENCE DATE: JANUARY 8, 2019  
TIME: 1:00 P.M. LOCAL AZ TIME

LOCATION: City Hall, 6<sup>th</sup> Floor Conference Room  
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: JEFFREY WHITING  
TELEPHONE NUMBER: (520) 837-4123  
[Jeffrey.Whiting@tucsonaz.gov](mailto:Jeffrey.Whiting@tucsonaz.gov)

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

\*\*\*\*ALERT\*\*\*\*

All visitors to City Hall are now required to show picture identification when going through the security checkpoint in the main lobby. Visitors should plan accordingly.

JW/nc

PUBLISH DATE: Monday, December 17, 2018

## INTRODUCTION

The City of Tucson intends to establish an annual term requirements contract for the purchase of **SWIMMING POOL SUPPLIES, INCLUDING CHEMICALS, EQUIPMENT, AND RELATED SERVICES AND MATERIALS**, as per specifications, to be delivered to various metropolitan Tucson locations.

Requirements and qualifications are defined in detail in the Scope of Services section of this Request for Proposal (RFP). The City seeks a firm that can supply Swimming Pool Supplies, including Chemicals, Equipment, and Related Services and Materials. The successful firm should have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies. Each order placed will be of various sizes and volumes and potentially be delivered to multiple locations.

The City operates and maintains twenty-seven (27) pool locations from May to August. Up to nine heated pools remain open all year, and the Amphitheater Pool is open from May to November. The City also operates and maintains a multitude of water holding structures such as public fountain displays. City of Tucson swimming pool locations are listed at [www.tucsonaz.gov/parksandrec/aquatics.php](http://www.tucsonaz.gov/parksandrec/aquatics.php)

Upon contract award, the Contractor, will have the opportunity to market this contract to public agencies nationally.

### NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City of Tucson anticipates spending approximately \$2,500,000.00 over the full potential Master Agreement term for five years. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Swimming Pool Supplies, including Chemicals, Equipment, and Related Services and Materials purchased under the Master Agreement through National IPA is approximately \$50 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## SCOPE OF WORK

Although this section reflects the needs and the requirements for the City of Tucson, National IPA Participating Agencies will have different requirements. The awarded offeror may offer comprehensive Swimming Pool Supplies, including Chemicals, Equipment, and Related Services, and Materials nationally.

The specifications below list general requirements; however, exceptions and/or variations thereto that do not compromise overall quality and functionality will be considered. It is recognized that Participating Agencies may have different requirements pertaining to quantities, service requirements, chemicals needed, and various materials. It is the intent of this contract to encompass a comprehensive solution for pool chemicals, products, and services related to swimming pool maintenance and care.

### **I. GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the following minimum qualifications:

- a. Have a strong national presence in the janitorial and sanitation supply industry.
- b. Have a distribution model capable of delivering products nationwide.
- c. Have a demonstrated sales presence.
- d. Have the ability to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Have a full range of products, supplies, and services to meet the demands of the City and Participating Agencies.

2. **DESCRIPTIVE LITERATURE:** Upon request, offeror must submit complete manufacturers' descriptive literature regarding the products they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

3. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

5. **DELIVERY CONSIDERATION:** Delivery is an important consideration and may be a factor in the determination of an award. Therefore, delivery time in calendar days after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bids/offers must be clear in regard to those variations.

6. **LOCAL STOREFRONT:** Contractor shall have a local Tucson storefront to accommodate over-the-counter point of sale purchases.

7. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term or earlier upon request. The report shall provide complete information on the quantity, description and total sales of items purchased under this Contract for the most recent contract period.

## II. PRODUCT REQUIREMENTS

1. Offeror shall have the ability to provide a complete and comprehensive line of quality made swimming pool products and equipment to support the daily maintenance and operations functions of the agency.
2. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

## III. CHEMICAL PRODUCT REQUIREMENTS

### 1. **GAS CHLORINE:**

- A. **CHLORINE GAS:** Gas chlorine furnished under this contract shall contain not more than 0.07% maximum moisture and not more than 0.33% residue maximum. The chlorine by volume shall exceed 99.5% as a minimum.
- B. **CHLORINE CYLINDERS:** Chlorine cylinders and cylinder valve assemblies shall be free of corrosion, inspected, tested and maintenance accordance with standards specified:
  - i. Chlorine cylinders must bear the inhalation hazard label.
  - ii. Every chlorine tank shall be plainly and permanently stamped in letters and figures into the metal at valve and chime as follows:
    - a. ICC Specifications Number
    - b. Material and cladding material, if any (immediately below the specifications number).
    - c. Owner's or builder's identifying symbol and serial number (immediately below the material identifications). The symbol shall be registered with the Bureau of Explosives.
    - d. Inspector's Official Mark (immediately below the owner's or builder's symbol).
    - e. Date of original tank test (month and year, such as 1-89 for January 1989). This shall be so placed that dates at subsequent tests may easily be added there to.
    - f. Water Capacity 150 pounds. Instead of being stamped in the metal, this information may be supplied in letters and figures of the prescribed size stamped on a brass plate secured to one of the tank heads.

2. **GAS CHLORINE LEAKS:** In the event that any chlorine or cylinder valve assembly develops a leak at any City using agency, the contractor shall be responsible for the immediate pick up, removal and safe disposal of the contents in accordance with emergency measures specified on the Fourth Edition Chlorine Institute Manual, Paragraph 3.

3. **RETURNABLE CYLINDERS:** Each offeror must state their policy in regard to empty returnable chlorine cylinders on the price sheets.
4. **DRUM DEPOSIT:** It is understood that a drum deposit is charged initially against the using departments purchase order. When the drums are returned, they are credited against the same initial purchase order.
5. **SDS FOR HAZARDOUS SUBSTANCES:** Contractor shall furnish Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.
6. **HAZARDOUS MATERIAL ALTERNATIVES:** The City will consider alternatives for products containing hazardous materials as defined in OSHA Hazard Communications Regulations 29 CFR Part 29-1910.1200. Offerors are encouraged to submit alternate products that meet the intent of the specifications and do not contain hazardous ingredients.

#### **IV. SERVICE REQUIREMENTS**

1. Offeror shall have the ability to installation, repair, and maintenance and provide turn-key solutions and services. The Offeror may satisfy this requirement with having the ability to provide installation, repair, maintenance and turn-key solutions and services directly or through City approved sub-contractors.

# INSTRUCTIONS TO OFFERORS

## 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
  - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
  - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
  - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.



- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2010 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal or Contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.

# PROPOSAL EVALUATION REQUIREMENTS

## I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

## II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

### A. Method of Approach

#### 1. General Requirements

- a. Describe offerors complete line of products available under an awarded contract. Provide a detailed written response illustrating how your offer will meet the general requirements of this solicitation for the City of Tucson and the National Program.
- b. Submit any and all information that will aid the City in evaluating your proposal.
- c. Submit any and all information on your warranty program.
  - i. How long does it last?
  - ii. How are sales calls handled and routed?
  - iii. How are calls for service handled and routed?
  - iv. Please describe in detail your escalation process and any procedures that you have in place for guaranteeing customer satisfaction.
  - v. Is there a dedicated support representative that the City will contact?
- d. Product Requirements
  - i. Please confirm that you can provide all products, as specified, in the Product Requirements section of this solicitation.
- e. Service Requirements
  - i. Please confirm that you can provide service, as specified, in the Service Requirements section of this solicitation.
  - ii. If you are purposing the use of a subcontractor to meet the Service Requirements of this solicitation, please provide the name and a detailed description of how the purposed subcontractors will be utilized.
- f. Upon written request from the City, Offerors may be required to provide a sample of products requested to be submitted for evaluation and conformity with specifications.

#### 2. National Program

- a. Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

### 3. Distribution Network

- a. Describe the number, size and location of your firm's distribution facilities, warehouses, retail network and local storefronts as applicable.

Local storefronts and business hours:

Business Location/ Address: \_\_\_\_\_  
Business Days and Hours of Operation: \_\_\_\_\_

Business Location/ Address: \_\_\_\_\_  
Business Days and Hours of Operation: \_\_\_\_\_

Business Location/ Address: \_\_\_\_\_  
Business Days and Hours of Operation: \_\_\_\_\_

- b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
- c. Offerors shall provide the name and address of the distributor(s), if other than the Offeror.
- d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
- e. Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.
- f. Identify the name and address of the manufacturer.
- g. Provide a detailed written response illustrating how your firm will meet the service requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope of service outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities.
- h. Provide detailed information explaining your service capabilities.
- i. Provided detailed information explaining the service capabilities of your authorized dealers.
- j. State any return and restocking policy, and any fees, if applicable, associated with returns.
- k. Offerors shall provide two (2) copies of the offeror's inspection and quality control policy and procedures manual.

- l. Offerors shall submit information on their support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?
- m. Describe additional services are available under this contract (i.e. offloading, assembling, customization, etc.)?
- n. Provide all financing options available for services.
- o. Submit all information that will aid the City in evaluating your proposal.

### **3. Ordering and Invoices**

- a. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
- b. Describe the product delivery process and your delivery commitment. What are standard product delivery timeframes? Are there cut off dates and how are these dates communicated to customers?
- c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
- d. What quantities are recommended for ordering? Can the City vary from these?

### **B. Qualifications & Experience**

- 1. Provide a brief history and description of your company. Describe your market position in the state and local government, educational and medical market spaces.
- 2. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.
- 3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
- 4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
- 5. Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.

### C. Price Proposal

1. Although the City's preference is to have freight included in the per unit pricing for products delivered to the City of Tucson, The City is interested in establishing a contract that provides the City of Tucson and participating agencies the most advantageous pricing. If the proposed pricing model does not include freight in the per unit pricing, provide details of how freight will be applied, calculated, etc.
2. Provide price proposal as requested on the Price Page attached herein.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? \_\_\_\_\_Yes \_\_\_\_\_No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_Yes \_\_\_\_\_No
  - b. Will a third party be processing the commercial credit card payment(s)? \_\_\_\_\_Yes \_\_\_\_\_No
  - c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
  - d. If "no" to above, will consideration be given to accept the card? \_\_\_\_\_Yes \_\_\_\_\_No
5. Does your firm have a City of Tucson Business License? \_\_\_\_\_Yes \_\_\_\_\_No  
If yes, please provide a copy of your City of Tucson Business license.

### III. GENERAL

#### A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

#### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

#### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

#### D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

#### E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## **Additional Submittal Requirements**

- 1. Exceptions to National Agreement:** Please provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement



## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **INSURANCE:**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
- (b) A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
  - (c) The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
  - (d) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department of Procurement.
- The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

4. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
5. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
6. **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.
7. **EQUALS:** Offers submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor

relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

**22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**23. INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

**25. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



## PRICE PAGE

Offerors proposal must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

### a) Products/Pricing

- i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.
    - i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.
    - ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.
    - iii. Offerors should provide their pricing structure which may include category discounts, a core list, and non-core items.
  - ii. General and Market Basket Pricing.
    - i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. City of Tucson requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable
      1. In addition to providing a paper copy, please also include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
        - Manufacturer part #
        - Offeror's Part # (if different from manufacturer part #)
        - Description
        - List Price and Net Price
        - Net price to City of Tucson/Participating agencies (including freight)
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

City of Tucson Specific Items

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	DRUM DEPOSIT	UNIT PRICE	EXTENDED PRICE
1	250 CYL.	GAS CHLORINE 150 LB. CYLINDER MANUFACTURER	\$	\$ /CYL.	\$
2	4,375 LBS.	CALCIUM HYPOCHLORITE (CHLORINE GRANULAR), 65%, 25 LB. BUCKET MANUFACTURER	\$	\$ /LB.	\$
3	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 13 GAL CARBOY MANUFACTURER	\$	\$ /GAL.	\$
4	350 GAL.	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 5 GAL CONTAINER MANUFACTURER	\$	\$ /GAL.	\$
5	400 GAL	MURIATIC ACID, 35%, REGULAR (FOR SWIMMING POOL USE) 1 GAL NON-RETURNABLE CONTAINER MANUFACTURER	N/A	\$ / GAL.	\$
6	500 LBS.	CHLORINE, TABLET 1" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB PAIL MANUFACTURER	N/A	\$ /LB.	\$
7	3,750 LBS.	CHLORINE, TABLET 3" TRICHLOROTABLES IN THROW-A-WAY CONTAINERS 50 LB. PAIL MANUFACTURER	N/A	\$ /LB.	\$

8	50,000 LBS.	SODIUM BICARBONATE, FOOD GRADE ONLY, 50 LBS. SACK, Natural Soda LLC, NaHCO3 99%	N/A	\$	/LB.	\$
MANUFACTURER						
9	200 EA.	POOL PERFECT, NATURAL CHEMISTRY, 3 LITER	N/A	\$	/EA.	\$
MANUFACTURER						
10	125,000 LBS.	BROMINE (VANTAGE) 1" TABLET 50 LB. CONTAINERS AllChem Performance Products 1-bromo-3-chloror-5, 5-dimethylhyddantoin, weight-96 <b>NO SUBSTITUTES</b>	N/A	\$	/LB.	\$
MANUFACTURER						
11	840 LBS.	POLY-A-VANTAGE POLY ALUMINUM SULFATE, 4" TABLETS, 42 LBS. CONTAINERS	N/A	\$	/LB.	\$
MANUFACTURER						
12	75,000 LBS.	LIQUID CO2 (CARBON DIOXIDE) GAS	\$	\$	/LB.	\$
MANUFACTURER						
13	1,500 GAL.	LIQUID CAUSTIC SODA, 50%, 5 GALLON CONTAINER	N/A	\$	/GAL.	\$
MANUFACTURER						
14	35,000 LBS	LIQUID CAUSTIC SODA, 50%, 55 GALLON DRUM	\$	\$	/LB.	\$
MANUFACTURER						
15	600 LBS	LIQUID CAUSTIC SODA, 30%, 55 GALLON DRUM	\$	\$	/LB.	\$

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MANUFACTURER

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16      400 EA.      BIO-DEX CLEAREX 500, LIQUID  
CONCENTRATE, QUART      N/A      \$ \_\_\_\_\_ /EA.      \$ \_\_\_\_\_

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MANUFACTURER

---

17      70 BTL.      AQUAGEMS EXTREME CLEAN, DRY 24  
OZ. BOTTLE      N/A      \$ \_\_\_\_\_ /BTL.      \$ \_\_\_\_\_

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MANUFACTURER

---

18      2 CS.      APPLIED-BIOCHEMISTS THIO-TRINE,  
12/20 OZ BOTTLES PER CASE      N/A      \$ \_\_\_\_\_ /CS.      \$ \_\_\_\_\_

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MANUFACTURER

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19      75 CS.      GOLD-N-CLEAR WATER BRIGHTENER,  
32/12 OZ BOTTLES PER CASE  
MANUFACTURED BY APPLIED  
BIOCHEMISTS      \$ \_\_\_\_\_ \$ \_\_\_\_\_ /CS.      \$ \_\_\_\_\_

---

MANUFACTURER

---

GRAND TOTAL: \$ \_\_\_\_\_

# OFFER AND ACCEPTANCE

## OFFER

### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
As Tucson City Attorney and not personally

\_\_\_\_\_  
As Director of Business Services and not personally

PPA ATTACHMENT# A



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – FEDERAL FUNDS CERTIFICATIONS

National IPA Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

National IPA Exhibit H – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA.

**1.1 Requirement**

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC (“National IPA”), is requesting proposals for Swimming Pool Chemicals, Equipment, Services, and related materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate National IPA to make the Master Agreement available to Participating Procurement Agencies.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (Exhibit B).

**1.3 Estimated Volume**



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

The dollar volume purchased under the Master Agreement is estimated to be approximately fifty (\$50) million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at National IPAs option, be the basis of award on a national level through National IPA. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact National IPA's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency 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..

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) 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 government wide 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(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).



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.**

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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**



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
  
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

is otherwise required by applicable federal, state or local law.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, and affiliate of OMNIA Partners, LLC (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sarah Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Vice President Contracting – Public Sector

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier

20. 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, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

**GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

**NATIONAL PROMOTION**

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

**ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC ("National IPA"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

**WHEREAS**, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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- iv. Non-exclusive contract
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
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- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated National IPA internet web-based homepage on Supplier's website with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's website including the online registration page;
    - A dedicated toll-free number and email address for National IPA
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
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- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

**3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications