

Solicitation 170009-RFP

PAINT AND PAINT SUPPLIES

Bid Designation: Public

Maricopa County

Bid 170009-RFP PAINT AND PAINT SUPPLIES

Bid Number	170009-RFP
Bid Title	PAINT AND PAINT SUPPLIES
Bid Start Date	Nov 17, 2016 10:54:54 AM MST
Bid End Date	Dec 22, 2016 2:00:00 PM MST
Question & Answer End Date	Dec 8, 2016 5:00:00 PM MST
Bid Contact	Simon P Alvarez Procurement Officer 602-506-8714 AlvarezS002@mail.maricopa.gov
Contract Duration	3 years
Contract Renewal	7 annual renewals
Prices Good for	150 days
Pre-Bid Conference	Dec 6, 2016 9:00:00 AM MST Attendance is optional Location: THERE WILL BE AN OPTIONAL PRE-PROPOSAL CONFERENCE ON DECEMBER 6, 2016 AT 9:00 A.M. (ARIZONA TIME), AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 2ND FLOOR CONFERENCE ROOM, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003. VENDORS ATTENDING THIS PRE-PROPOSAL ARE ALLOWED TO PARK IN THE SPACES RESERVED FOR OFFICE OF PROCUREMENT SERVICES (MARKED OPS EMPLOYEE).
Bid Comments	<p><u>INTENT:</u> This solicitation is to establish a nationwide purchasing agreement with one or more paint and paint supplies contractors to provide all products in Section 2.0 of the Solicitation document. The intent is for each Proposer to submit its complete product line so that Participating Public Agencies may utilize a wide array of products as is appropriate for their needs. The awarded contractor(s) shall have a strong national presence for a vast array of supplies and equipment necessary for painting and coatings for use by various public entities nationwide.</p> <p><u>INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS (ALL FLASH DRIVES SHALL BE LABELED WITH PROPOSER'S NAME AND RFP SERIAL NUMBER):</u> Respondents shall provide their proposals in accordance with Section 5.6 as follows: -Two (2) original hardcopies of all proposal documents. -Two (2) flash drives providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format. -Six (6) flash drives providing the entire proposal in PDF format only. Respondents shall address proposals identified with return address, serial number and title in the following manner: Maricopa County Office of Procurement Services ATTN: Contract Administration 320 West Lincoln Street Phoenix, Arizona 85003 SERIAL 170009-RFP, PAINT AND PAINT SUPPLIES (U.S. COMMUNITIES) Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.</p> <p><u>PROPOSAL FORMAT AND CONTENT:</u> To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below. Responses are limited to 200 pages, single sided, 10 point font type. Page numbers are required on all pages (bottom center). -Table of Contents</p>

- Letter of Transmittal (Exhibit 2)
- Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.
- Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- Proposal exceptions
- Redlined Contract (Exhibit 3 based on exceptions in section 5.6.6)
- Attachment A (Pricing)
- Attachment B (Agreement Page)
- Attachment C (References)
- Attachment D (Composition Criteria)
- Attachment E (Maricopa County Facilities Management Requirements)
- Attachment F (Retail Stores And Warehouse Locations)
- Attachment G (Supplier Worksheet)
- Attachment G (Supplier Information)
- Exhibit 6 (U.S. Communities Administration Agreement, signed, unaltered)

DEADLINE FOR WRITTEN QUESTIONS IS TWO (2) BUSINESS DAYS AFTER PRE-PROPOSAL CONFERENCE. QUESTIONS WILL NOT BE RESPONDED TO PRIOR TO THE PRE-PROPOSAL CONFERENCE OR AFTER THE TWO (2) BUSINESS DAY DEADLINE HAS ELAPSED. ALL QUESTIONS MUST BE SUBMITTED THROUGH BIDSYNC.COM IN Q&A SECTION, NO EXCEPTIONS.

Added on Dec 13, 2016:

ADDENDUM #1 (DTD 12/13/16) - PLEASE SEE QUESTIONS & ANSWERS SECTION IN BIDSYNC, CHANGES TO SOLICITATION, SECTIONS 1.5, 2.3.5, 2.4, 3.16, 3.17.1 & 5.6.12; ATTACHMENT A PRICING, ADDED GROUP V SECTION HEADER; EXHIBIT 3 DRAFT CONTRACT, SECTIONS 3.3.1 & 6.34.3; AND DELETED ATTACHMENT E & EXHIBIT 10

SEE COVER PAGE OF SOLICITATION DOCUMENT - VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR PROPOSAL

Addendum # 1

New Documents	170009-Solicitation Addendum 1 12-13-16.doc 170009-Attachment A Pricing Addendum 1 12-13-16.xls 170009-Exhibit 3 Draft Contract Addendum 1 12-13-16.doc
Removed Documents	170009-Solicitation.doc 170009-Attachment A Pricing.xls 170009-Exhibit 3 Draft Contract.doc

Item Response Form

Item **170009-RFP--01-01 - SEE ATTACHMENT A PRICING (COMPLETE ALL SECTIONS)**
 Quantity **1 per field**
 Unit Price
 Delivery Location **Maricopa County**
No Location Specified
 Qty 1

Description

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS A SEPARATE ATTACHMENT. SEE EXCEL FILE 170009-ATTACHMENT A PRICING. ANY RESPONSE NOT CONTAINING THE REQUIRED PRICING FILE MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED.

ADDENDUM #1 (DTD 12/13/16) - PLEASE SEE QUESTIONS & ANSWERS SECTION IN BIDSYNC, CHANGES TO SOLICITATION, SECTIONS 1.5, 2.3.5, 2.4, 3.16, 3.17.1 & 5.6.12; ATTACHMENT A PRICING, ADDED GROUP V SECTION HEADER; EXHIBIT 3 DRAFT CONTRACT, SECTIONS 3.3.1 & 6.34.3; AND DELETED ATTACHMENT E & EXHIBIT 10



NOTICE OF SOLICITATION

SERIAL 170009-RFP

REQUEST FOR PROPOSAL FOR: PAINT AND PAINT SUPPLIES (U.S. COMMUNITIES)

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

All Proposals must be signed, sealed and addressed to the Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 170009-RFP REQUEST FOR PROPOSAL FOR PAINT AND PAINT SUPPLIES (U.S. COMMUNITIES).”**

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

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/procurement/>.

ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT WWW.BIDSYNC.COM.

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

DIRECT ALL INQUIRIES TO:
SIMON ALVAREZ
PROCUREMENT OFFICER
TELEPHONE: (602) 506-8714
EMAIL: ALVAREZS002@MAIL.MARICOPA.GOV

THERE WILL BE AN OPTIONAL PRE-PROPOSAL CONFERENCE ON DECEMBER 6, 2016 AT 9:00 A.M. (ARIZONA TIME), AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 2ND FLOOR CONFERENCE ROOM, 320 WEST LINCOLN STREET, PHOENIX, ARIZONA 85003

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

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

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR PROPOSAL

Signature:

Date:

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EXHIBITS:

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SERIAL 170009-RFP**REQUEST FOR PROPOSAL FOR: PAINT AND PAINT SUPPLIES (U.S. COMMUNITIES)****1.0 INTRODUCTION, BACKGROUND AND INTENT:****1.1 MASTER AGREEMENT:**

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

1.2 OBJECTIVES:

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

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

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

1.3.1 **Paint** – A complete and comprehensive offering of interior paint and coatings and exterior paint and coatings, including paint and coatings, primers, wood stains, wood sealers, clear topcoats, commercial high performance coatings, concrete and masonry products, aerosols, faux finishes deck stains, athletic field paint, traffic paint, airport runway paint, siding stains, floor coatings, and other related products.

1.3.2 **Paint Supplies** – A complete and comprehensive offering of painting equipment and supplies, including brushes, roller covers, roller frames, ladders, scaffolds, climbing equipment, tape and masking, sandpaper and abrasives, drop cloths and plastic sheeting, caulks, sealants, caulking tools, patching and repair, painter’s tools, drywall compound and tools, solvents and removers, paint scents, insecticide additives, cleaning supplies, safety equipment, painter’s wear, spray equipment, wallpaper tools and paste and other related products.

1.4 U.S. COMMUNITIES:

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and

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services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

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

1.4.2 Advisory Board

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

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

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District,
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County,
City of El Paso, TX	Maricopa County,
City of Houston, TX	Miami-Dade County,
City of Kansas City, MO	Nassau BOCES,
City of Los Angeles, CA	North Carolina State University,
City of Ocean City, NJ	Onondaga County,
City of Seattle, WA	Port of Portland,
Cobb County, GA	Prince William County Schools,
Denver Public Schools, CO	San Diego Unified School District,
Emory University, GA	State of Iowa,
Fairfax County, VA	The School District of Collier County,
Fresno Unified School District, CA	

1.4.3 Participating Public Agencies

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

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to

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the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 5.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of products and services from existing U.S. Communities contracts.

1.4.5 Marketing Support

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

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

1.4.6 Marketplace

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

1.4.7 Evaluation of Proposals

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

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

SERIAL 170009-RFP**1.5 INTENT:**

This solicitation is to establish a nationwide purchasing agreement with one or more paint and paint supplies contractors to provide all products in Section 2.0 of this document.

The intent is for each Proposer to submit its complete product line so that Participating Public Agencies may utilize a wide array of products as is appropriate for their needs. The awarded contractor(s) shall have a strong national presence for a vast array of supplies and equipment necessary for painting and coatings for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.20 and 3.21, below).

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

The County reserves the right to make an award at a local level and/or an award at a national level, where such action serves in the County's best interest.

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

2.0 SCOPE OF WORK:

2.1 This solicitation consists of five product groups. Each group contains a listing of various paints and/or supplies. Respondents are to complete applicable sections.

2.1.1	Group I	Paint, Interior and Exterior, Economy Grade
2.1.2	Group II	Paint, Interior and Exterior, Medium Grade
2.1.3	Group III	Paint, Interior and Exterior, Premium Grade
2.1.4	Group IV	Specialty Paints & Sealers
2.1.5	Group V	Painting Supplies

2.2 For Purposes of Evaluation: Maricopa County representatives may visit respondents' sites to see, inspect and order paint.

2.3 Contractor must have one line of paint that meets or exceeds the following technical requirements. Proof of compliance shall accompany the bid package.

- 2.3.1 VOC content of 50g/L or less
- 2.3.2 Dry to touch of time of 2 hours or less
- 2.3.3 Dry to recoat time of 4 hours or less
- 2.3.4 Cure time of 7 days or less
- 2.3.5 ~~Pigment~~ Composition shall be 100% acrylic **resin**
- 2.3.6 Opacity rate of 97% or greater based upon 3 mills wet drawdown
- 2.3.7 Coverage per gallon at recommended dry film thickness of 350 sq ft per gallon or greater
- 2.3.8 Viscosity rated at 95 Krebs Units or greater
- 2.3.9 Shall have a shelf life of 2 years or longer on unopened paint
- 2.3.10 Shall be capable of clean-up with water and mild detergent

2.4 ATTACHMENT D – COMPOSITION CRITERIA shall be completed by each Contractor to reflect the chemical contents, by weight and volume and other pertinent data of Groups I, II, ~~and III~~, **and IV** along with submittal of manufacturer's Product Information Sheet of same. **BOTH MUST BE SUBMITTED WITH PROPOSAL.**

SERIAL 170009-RFP**2.6 CUSTOM COLOR FORMULA MATCHING:**

Qualified Contractors **MUST** utilize a computer driven paint match system for all requests for color matching during the term of the contract. On occasion and when needed, the County shall supply the Contractor a sample large enough to accurately have the computer create a formula for the mix. This will enable the County to accurately and expeditiously have color-matched paints mixed and ready when ordered.

The use of a computer driven paint matching system shall be the responsibility of the qualified Contractor and a requirement of the County unless a specific formula is supplied. Certification of such must accompany proposal.

The standard of color the County shall receive must be provided on an 8½ x 11 inch brush-out sample for the County's approval and be guaranteed to duplicate the color and match the standard. Liability for labor and materials to rematch and subsequent re-mixing of paint shall fall on the Contractor.

- 2.7 Contractor must have an adequate supply of paints/supplies to fulfill the County's requirements. All paint orders, whether standard colors, custom colors (color formula already known), or special color-matched, shall be made ready within twenty-four (24) hours of receipt of order for County pick up. All paints, coatings and supplies shall be F.O.B. Destination; however, the County does have the option of picking up the paint products at the Contractor's retail outlet.

Consistent documented delays in paint orders shall cause the County to source paint from another Contractor.

- 2.8 All paint purchased by the County must be fully mixed by the Contractor and have no clumps, globs of unmixed paint. Such paint will be replaced or returned for credit issued to the County. Documented reoccurrence of unacceptable paints will be made formal by the intervention of the County's Office of Procurement Services, and a determination made as to the Contractor's performance with this contract.
- 2.9 The Contractor(s) shall replace any paint, without additional cost to the County, which is found unfit for use for any reason other than handling by the user. No exceptions.
- 2.10 Paint shall be packaged in one-gallon and/or five-gallon steel or plastic containers (exception: aerosol paints) and shall be well sealed. There may be occasions for larger containers (50/55 gallon). The lining of the containers shall be of such property as to resist the solvent of the body of paint.
- 2.11 All paints and coatings supplied under this contract shall be labeled with the following information:
- 2.11.1 Manufacturer's name and address
 - 2.11.2 Distributor's name and address
 - 2.11.3 Type, finish, and trade name
 - 2.11.4 Batch control number that allows paint to be traced to a specific production run and test
 - 2.11.5 Hazardous handling instructions
 - 2.11.6 Proper application procedures
 - 2.11.7 Expected coverage by square footage per gallon
 - 2.11.8 Project number if applicable

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2.11.9 If requested by the County, the Contractor must provide SDS sheets for all paints/coatings purchased at no additional cost.

2.12 VOLUME DISCOUNT PRICING:

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

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

Delivery shall be F.O.B. Destination within six (6) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

3.2.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

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

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 SHIPPING TERMS:

Proposal price(s) and terms shall be F.O.B. Destination at any delivery location within Maricopa County.

3.5 OPERATING MANUALS (if required):

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

3.6 SAMPLES (if required):

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date

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of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.7 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.8 ACCEPTANCE:

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

3.9 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

3.10 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of proposal submission.

3.11 WARRANTY:

3.11.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.11.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.11.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.11.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.12 MAINTENANCE (if required):

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

3.13 BRAND NAME:

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

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3.14 USAGE REPORT:

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

3.15 CONTRACTOR EMPLOYEE MANAGEMENT:

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

3.15.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.15.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.15.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.16 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible. ~~FMD related Contractors, refer to Attachment E for Background Check requirements.~~

3.17 INVOICES AND PAYMENTS:

3.17.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. ~~FMD related Contractors, refer to Attachment E for Invoice and Payment requirements.~~

3.17.2 At a minimum, the invoice must provide the following information:

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

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

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- 3.17.4 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.17.5 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.17.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.18 **APPLICABLE TAXES:**
- 3.18.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.18.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.18.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.19 **TAX (COMMODITIES):**
- Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.
- 3.20 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**
- The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
- 3.21 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**
- County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

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3.22 POST AWARD MEETING:

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

3.23 ISRAEL BOYCOTT:

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

3.24 PUBLIC RECORDS:

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

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

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

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

5.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: November 17, 2016

Pre-Proposal Conference: December 6, 2016

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, **December 8, 2016 at 5:00 P.M.**, Arizona time.

Proposals Opening Date: December 22, 2016

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

Proposed review of Proposals and short list decision: January 9, 2017

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Proposed Respondent presentations: (if required)	<u>January 10, 2017</u>
Proposed selection and negotiation:	<u>January 16, 2017</u>
Proposed Best & Final (if required)	<u>January 23, 2017</u>
Proposed award of Contract:	<u>February 2017</u>

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

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

Simon P. Alvarez, Procurement Officer, 602/506-8714
(alvarezS002@mail.maricopa.gov)

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

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

Respondents shall provide their proposals in accordance with Section 5.6 as follows:

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

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

SERIAL 170009-RFP, PAINT AND PAINT SUPPLIES (U.S. COMMUNITIES)

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

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5.4 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 170009-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 170009-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 170009-RFP," shall be considered invalid and void and of no contractual significance.**

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

5.5 GENERAL CONTENT:

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

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

5.6 FORMAT AND CONTENT:

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

5.6.1 Table of Contents

5.6.2 Letter of Transmittal (Exhibit 2)

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

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

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

5.6.6 Proposal exceptions

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

5.6.8 Attachment A (Pricing)

5.6.9 Attachment B (Agreement Page)

5.6.10 Attachment C (References)

5.6.11 Attachment D (Composition Criteria)

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~~5.6.12 Attachment E (Maricopa County Facilities Management Requirements)~~

5.6.13 Attachment F (Retail Stores And Warehouse Locations)

5.6.14 Attachment G (Supplier Worksheet)

5.6.15 Attachment G (Supplier Information)

5.6.16 Exhibit 6 (U.S. Communities Administration Agreement, signed, unaltered)

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

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

5.7.1 Firms Qualifications (Including responses to the U.S. Communities Attachment G and Exhibit 6)

5.7.2 Product lines and service proposed

5.7.3 Price

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

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ATTACHMENT A

PRICING

SEE EXCEL FILE 170009-ATTACHMENT A PRICING

SERIAL 170009-RFP

ATTACHMENT B

AGREEMENT

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

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

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

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4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

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

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ATTACHMENT D

COMPOSITION CRITERIA

VENDOR NAME: _____ PRODUCT NAME: _____

TYPE: _____ COLOR: _____

PIGMENT: total % by weight of paint _____%
 Composed of: _____%

_____ %

_____ %

_____ %

_____ %

VEHICLE: total % by volume of paint _____%

Composed of: _____%

_____ %

_____ %

_____ %

VISCOSITY: _____/Kreb Units

DENSITY (gallon weight) _____ lb./ per gallon

OPACITY: (3 mil wet film): _____/whole number; thousandths

WEIGHT SOLIDS (how much is not water): _____%

VOLUME SOLIDS (true hiding materials): _____%

60° SPECULAR GLOSS (semi-gloss/gloss): _____/whole number; tenths

85° SPECULAR GLOSS (low sheen/flat): _____/whole number; tenths

SPREAD RATE (1.5 mils dry): _____/sq. ft. per gal.

SCRUB RESISTANCE (ASTM D2486): _____/cycles; Average ____ cycles

POROSITY (stained LRV loss): _____%

LRV OVER WHITE (3 mil wet film): _____/whole number; hundredths

VOC CONTENT: _____/g/L

DRY TO TOUCH: _____/hour; minutes

DRY TO RECOAT: _____/hour; minutes

RECOMMENDED DRY FILM THICKNESS PER COAT: _____/mils

COVERAGE AT RECOMMENDED DRY FILM THICKNESS PER GALLON: _____/ sq. ft.

SERIAL 170009-RFP**ATTACHMENT E**
FACILITIES MANAGEMENT REQUIREMENTS~~1.0 HOURS OF SERVICE:~~

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

~~2.0 RESPONSE TIMES:~~

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

~~3.0 TRIP CHARGE:~~

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

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

~~4.0 CONTRACTOR REQUIREMENTS:~~

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

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- ~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- ~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- ~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
- ~~4.4.1 Shirt/blouse~~
 - ~~4.4.2 Vest~~
 - ~~4.4.3 Cap~~
- ~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- ~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- ~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~
- ~~5.0 BUILDING SECURITY (KEYS):~~
- ~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- ~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- ~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- ~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- ~~5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~
- ~~6.0 SALVAGE:~~
- ~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County.~~

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~~If Contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of Contractor's salvaged materials will be permitted.~~

~~7.0 — INVOICES AND PAYMENTS:~~

~~Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401 W. Jefferson Street, Phoenix, Arizona 85003.~~

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

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

~~7.3 — Building Name and Building Number~~

~~7.4 — Contract Serial Number or~~

~~7.5 — County purchase order number~~

~~7.6 — Maximo (FMD) service call number~~

~~7.7 — Invoice number and date~~

~~7.8 — Date of service or delivery~~

~~7.9 — Description of Purchase (services performed)~~

~~7.10 — Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 — Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)~~

~~7.12 — Arrival and completion time~~

~~7.13 — Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 — Payment Terms~~

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

~~8.0 — CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

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

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~~Respondent hereby certifies that Respondent has read, understands and agrees acceptance of the Facilities Management Requirements.~~

~~PRINTED NAME AND TITLE~~

~~AUTHORIZED SIGNATURE~~

~~DATE~~

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ATTACHMENT F

RETAIL STORES AND WAREHOUSE LOCATIONS

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

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

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ATTACHMENT G

U.S. COMMUNITIES INFORMATION AND REQUIREMENTS

SUPPLIER QUALIFICATIONS COMMITMENTS

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INSTRUCTIONS

SUPPLIER WORKSHEET

NEW SUPPLIER IMPLEMENTATION CHECKLIST

SUPPLIER INFORMATION

SERIAL 170009-RFP**SUPPLIER QUALIFICATIONS COMMITMENTS****1.0 SUPPLIERS****1.1 Commitments**

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

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

1.2 Corporate Commitment

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

SERIAL 170009-RFP**1.3 Pricing Commitment**

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

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- 1.3.4.3 If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- 1.3.4.4 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- 1.3.4.5 Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

1.4 Economy Commitment.

- 1.4.1 Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

1.5 Sales Commitment.

- 1.5.1 Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
 - 1.5.1.1 Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
 - 1.5.1.2 Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to

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use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

- 1.5.1.3 Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- 1.5.2 Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - 1.5.2.1 A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - 1.5.2.2 A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - 1.5.2.3 A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- 1.5.3 Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- 1.5.4 Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- 1.5.5 Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

SERIAL 170009-RFP**U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

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

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 6) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

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SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

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

- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
 YES____ *NO____
 (*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

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

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

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

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

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

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

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

Submitted by:


(Printed Name)

(Signature)

(Title)

(Date)

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

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SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications Commitments in Attachment G.

Company

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe both what you have in place today and your future plans, if you were awarded the contract.
4. Provide the overall company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

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

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- For the **proposed products and services included in the scope of your response**, provide annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

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

- Provide a list of your company’s ten largest public agency customers, including contact information.

Distribution

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

Marketing

- Outline your company’s sales and marketing plan for marketing the Products to eligible agencies nationwide.
- Explain how your company will educate its national sales force about the Master Agreement.

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3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Attachment G, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in throughout the term of the contract, including each of the roles described below

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit the a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product, service and

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solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill orders and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section 2.0.
6. Describe any special programs that your company offers that will improve customers' ability to access Products.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current. Describe how you will ensure that the latest products, standards and technology for Paint and Paint Supplies will be available.

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

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2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)
 - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
 - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

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

SERIAL 170009-RFP**EXHIBIT 1****VENDOR REGISTRATION PROCEDURES**

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

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

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

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

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EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

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

Re: Serial Number – 170009-RFP

To Whom It May Concern:

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

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

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

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EXHIBIT 3

DRAFT CONTRACT

SEE WORD DOCUMENT 170009-EXHIBIT 3 DRAFT CONTRACT

SERIAL 170009-RFP**EXHIBIT 5****MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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EXHIBIT 6**ADMINISTRATION AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I**GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

ARTICLE II**TERM OF AGREEMENT**

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

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

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating

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Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency’s unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report

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the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

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

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

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

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

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

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an

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alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and

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- (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

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

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

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

ARTICLE IV**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall

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

ARTICLE V**FEES & REPORTING**

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

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

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

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

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Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities’ sole discretion, to an existing or newly

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established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

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

U.S. Communities:	U.S. Communities 9711 Washingtonian Blvd., Suite 100 Gaithersburg, MD 20878-7381 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ _____ Attn: U.S. Communities Program Manager
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6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such

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later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

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ATTACHMENT A

MASTER AGREEMENT

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

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ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	54868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

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EXHIBIT 7

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

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

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Kula	Puunene
Kunia	Schofield Barracks
Kurtistown	Tripler Army Medical Center
Lahaina	Volvano
Laie	Wahiawa
Lanai City	Waialua
Laupahoehoe	Waianae
Lawai	Waikoloa
Lihue	Wailuku
M C B H Kaneohe Bay	Waimanalo
Makawao	Waimea
Makaweli	Waipahu
Maunaloa	Wake Island
Mililani	Wheeler Army Airfield
Mountain View	Brigham Young University - Hawaii
Naalehu	Chaminade University of Honolulu
Ninole	Hawaii Business College
Ocean View	Hawaii Pacific University
Ookala	Hawaii Technology Institute
Paauhau	Heald College - Honolulu
Paauilo	Remington College - Honolulu Campus
Pahala	University of Phoenix - Hawaii Campus
Pahoa	Hawaii Community College
Paia	Honolulu Community College
Papaaloa	Kapiolani Community College
Papaikou	Kauai Community College
Pearl City	Leeward Community College
Pearl Harbor	Maui Community College
Pepeekeo	University of Hawaii at Hilo
Princeville	University of Hawaii at Manoa
Pukalani	Windward Community College

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Malama Honua Public Charter School
 ST JOHN THE BAPTIST
 Waimanalo Elementary and Intermediate School
 Kailua High School
 PACIFIC BUDDHIST ACADEMY
 HAWAII TECHNOLOGY ACADEMY
 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
 MARYKNOLL SCHOOL
 ISLAND SCHOOL
 STATE OF HAWAII, DEPT. OF EDUCATION
 KE KULA O S. M. KAMAKAU
 KAMEHAMEHA SCHOOLS
 HANAHAU`OLI SCHOOL
 KIHEI CHARTER SCHOOL
 EMMANUAL LUTHERAN SCHOOL
 School Lunch Program
 Our Savior Lutheran School
 BOARD OF WATER SUPPLY
 MAUI COUNTY COUNCIL
 Kauai County Council
 Honolulu Fire Department
 COUNTY OF MAUI
 Lanai Community Health Center
 Maui High Band Booster Club
 Kumulani Chapel
 Naalehu Assembly of God
 outrigger canoe club
 One Kalakaua
 Native Hawaiian Hospitality Association
 St. Theresa School
 Hawaii Peace and Justice
 Kauai Youth Basketball Association
 NA HALE O MAUI
 LEEWARD HABITAT FOR HUMANITY
 WAIANAE COMMUNITY OUTREACH
 NA LEI ALOHA FOUNDATION

HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
 LANAKILA REHABILITATION CENTER INC.
 POLYNESIAN CULTURAL CENTER
 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 BISHOP MUSEUM
 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 ASSOSIATION OF OWNERS OF KUKUI PLAZA
 MAUI ECONOMIC DEVELOPMENT BOARD
 NETWORK ENTERPRISES, INC.
 HONOLULU HABITAT FOR HUMANITY ALOHACARE
 ORI ANUENUE HALE, INC.
 IUPAT, DISTRICT COUNCIL 50
 GOODWILL INDUSTRIES OF HAWAII, INC.
 HAROLD K.L. CASTLE FOUNDATION
 MAUI ECONOMIC OPPORTUNITY, INC.
 EAH, INC.
 PARTNERS IN DEVELOPMENT FOUNDATION
 HABITAT FOR HUMANITY MAUI
 W. M. KECK OBSERVATORY
 HAWAII EMPLOYERS COUNCIL
 HAWAII STATE FCU
 MAUI COUNTY FCU
 PUNAHOU SCHOOL
 YMCA OF HONOLULU
 EASTER SEALS HAWAII
 AMERICAN LUNG ASSOCIATION
 Pohaha I Ka Lani
 Hawaii Area Committee
 Tri-Isle RC&D
 Lanai Federal Credit Union

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Aloha United Way	Ricoh
READ TO ME INTERNATIONAL FOUNDATION	Hawaii Information Consortium
MAUI FAMILY YMCA	Leeward Community Church
WAILUKU FEDERAL CREDIT UNION	E Malama In Keiki O Lanai
ST. THERESA CHURCH	Keawala'i Congregational Church
HALE MAHAOLU	Lanai Community Hospital
West Maui Community Federal Credit Union	Angels at Play Preschool & Kindergarten
Hawaii Island Humane Society	Queen Emma Gardens AOA
Western Pacific Fisheries Council	Honolulu Community College
Kama'aina Care Inc	COLLEGE OF THE MARSHALL ISLANDS
International Archaeological Research Institute, Inc.	DOT Airports Division Hilo International Airport
Community Empowerment Resources	Judiciary - State of Hawaii
Tutu and Me Traveling Preschool	ADMIN. SERVICES OFFICE
First United Methodist Church	SOH- JUDICIARY CONTRACTS AND PURCH
AOAO Royal Capitol Plaza	STATE DEPARTMENT OF DEFENSE
Kumpang Lanai	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
Child and Family Service	HAWAII HEALTH SYSTEMS CORPORATION
MARINE SURF WAIKIKI, INC.	HAWAII AGRICULTURE RESEARCH CENTER
Hawaii Health Connector	STATE OF HAWAII
Hawaii Carpenters Market Recovery Program Fund	Third Judicial Circuit - State of Hawaii
Puu Heleakala Community Association	Office of the Governor
Saint Louis School	CITY AND COUNTY OF HONOLULU
Kailua Racquet Club, Ltd.	Lanai Youth Center
Homewise Inc.	US Navy
Hawaii Baptist Academy	Defense Information System Agency
Kroc Center Hawaii	84th Engineer Battalion
Kupu	Department of Veterans Affairs
University of the Nations	Central School District 13J (Polk County, Oregon)
ARGOSY UNIVERSITY	Milton-Freewater Unified School District No 7
HAWAII PACIFIC UNIVERSITY	Ontario School District 8C
UNIVERSITY OF HAWAII AT MANOA	Warrenton Hammond School
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	Columbia Academy
BRIGHAM YOUNG UNIVERSITY - HAWAII	VALLEY CATHOLIC SCHL
University Clinical Research and Association	CROOK COUNTY SCHOOL DISTRICT
CHAMINADE UNIVERSITY OF HONOLULU	

SERIAL 170009-RFP

CORBETT SCHL DIST #39	LIVINGSTONE ADVENTIST ACADEMY
Trinity Lutheran Church and School	Santiam Canyon SD 129J
Bethel School District #52	WEST HILLS COMMUNITY CHURCH
Ppmc Education Committee	BANKS SCHOOL DISTRICT
Stayton Christian School	WILLAMETTE EDUCATION SERVICE DISTRICT
South Columbia Family School	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
Sunrise Preschool	HARNEY EDUCATION SERVICE DISTRICT
St. Therese Parish/School	GREATER ALBANY PUBLIC SCHOOL DISTRICT
Portland YouthBuilders	LAKE OSWEGO SCHOOL DISTRICT 7J
Wallowa County ESD	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
Fern Ridge School District 28J	SILVER FALLS SCHOOL DISTRICT
Knova Learning	St Helens School District
New Horizon Christian School	DAYTON SCHOOL DISTRICT NO.8
MOLALLA RIVER ACADEMY	Amity School District 4-J
HIGH DESERT EDUCATION SERVICE DISTRICT	SCAPPOOSE SCHOOL DISTRICT 1J
SOUTHWEST CHARTER SCHOOL	REEDSPORT SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL	FOREST GROVE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON	DAVID DOUGLAS SCHOOL DISTRICT
NEAH-KAH-NIE DISTRICT NO.56	LOWELL SCHOOL DISTRICT NO.71
INTER MOUNTAIN ESD	TIGARD-TUALATIN SCHOOL DISTRICT
STANFIELD SCHOOL DISTRICT	SHERWOOD SCHOOL DISTRICT 88J
LA GRANDE SCHOOL DISTRICT	RAINIER SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT	NORTH CLACKAMAS SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29	MONROE SCHOOL DISTRICT NO.1J
hillsboro school district	CHILDPEACE MONTESSORI
GASTON SCHOOL DISTRICT 511J	HEAD START OF LANE COUNTY
BEAVERTON SCHOOL DISTRICT	HARNEY COUNTY SCHOOL DIST. NO.3
COUNTY OF YAMHILL SCHOOL DISTRICT 29	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
WILLAMINA SCHOOL DISTRICT	ARCHBISHOP FRANCIS NORBERT
MCMINNVILLE SCHOOL DISTRICT NO.40	BLANCHET SCHOOL
Sheridan School District 48J	LEBANON COMMUNITY SCHOOLS NO.9
THE CATLIN GABEL SCHOOL	MT.SCOTT LEARNING CENTERS
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	SEVEN PEAKS SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	DE LA SALLE N CATHOLIC HS
CANYONVILLE CHRISTIAN ACADEMY	MULTISENSORY LEARNING ACADEMY
OUR LADY OF THE LAKE SCHOOL	
NYSSA SCHOOL DISTRICT NO. 26	
ARLINGTON SCHOOL DISTRICT NO. 3	

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MITCH CHARTER SCHOOL	HOOD RIVER COUNTY SCHOOL DISTRICT
REALMS CHARTER SCHOOL	PHOENIX-TALENT SCHOOL DISTRICT NO.4
BAKER SCHOOL DISTRICT 5-J	CENTRAL POINT SCHOOL DISTRICT NO. 6
PHILOMATH SCHOOL DISTRICT	JACKSON CO SCHOOL DIST NO.9
CLACKAMAS EDUCATION SERVICE DISTRICT	ROGUE RIVER SCHOOL DISTRICT NO.35
CANBY SCHOOL DISTRICT	MEDFORD SCHOOL DISTRICT 549C
OREGON TRAIL SCHOOL DISTRICT NO.46	CULVER SCHOOL DISTRICT NO.
WEST LINN WILSONVILLE SCHOOL DISTRICT	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
MOLALLA RIVER SCHOOL DISTRICT NO.35	GRANTS PASS SCHOOL DISTRICT 7
ESTACADA SCHOOL DISTRICT NO.108	LOST RIVER JR/SR HIGH SCHOOL
GLADSTONE SCHOOL DISTRICT	KLAMATH FALLS CITY SCHOOLS
ASTORIA SCHOOL DISTRICT 1C	LANE COUNTY SCHOOL DISTRICT 4J
SEASIDE SCHOOL DISTRICT 10	SPRINGFIELD SCHOOL DISTRICT NO.19
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	CRESWELL SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J	SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH COAST EDUCATION SERVICE DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
COOS BAY SCHOOL DISTRICT NO.9	SIUSLAW SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
NORTH BEND SCHOOL DISTRICT 13	LINN CO. SCHOOL DIST. 95C - SCIO SD
COQUILLE SCHOOL DISTRICT 8	ONTARIO MIDDLE SCHOOL
MYRTLE POINT SCHOOL DISTRICT NO.41	GERVAIS SCHOOL DIST. #1
BANDON SCHOOL DISTRICT	NORTH SANTIAM SCHOOL DISTRICT 29J
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	JEFFERSON SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT	SALEM-KEIZER PUBLIC SCHOOLS
DESCHUTES COUNTY SD NO.6 - SISTERS SD	MT. ANGEL SCHOOL DISTRICT NO.91
DOUGLAS EDUCATION SERVICE DISTRICT	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
ROSEBURG PUBLIC SCHOOLS	MORROW COUNTY SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12	MULTNOMAH EDUCATION SERVICE DISTRICT
SOUTH UMPQUA SCHOOL DISTRICT #19	GRESHAM-BARLOW SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32	DALLAS SCHOOL DISTRICT NO. 2
ELKTON SCHOOL DISTRICT NO.34	CENTRAL SCHOOL DISTRICT 13J
DOUGLAS COUNTY SCHOOL DISTRICT 116	St. Mary Catholic School
	CROSSROADS CHRISTIAN SCHOOL
	ST. ANTHONY SCHOOL
	Pedee School

SERIAL 170009-RFP

HERITAGE CHRISTIAN SCHOOL	Helix School District
BEND-LA PINE SCHOOL DISTRICT	Riddle School District
GLENDALE SCHOOL DISTRICT	Molalla River School District
LINCOLN COUNTY SCHOOL DISTRICT	Corvallis School District 509J
PORTLAND PUBLIC SCHOOLS	Falls City School District #57
REYNOLDS SCHOOL DISTRICT	Portland Christian Schools
CENTENNIAL SCHOOL DISTRICT	LUCKIAMUTE VALLEY CHARTER SCHOOLS
NOBEL LEARNING COMMUNITIES	Deer Creek Elementary School
St. Stephen's Academy	Yamhill Carlton School District
McMinnville Adventist Christian School	HARRISBURG SCHL DIST
Salem-Keizer 24J	CENTRAL CURRY SCHL DIST#1
McKay High School	BNAI BRITH CAMP
Pine Eagle Charter School	OREGON FOOD BANK
Waldo Middle School	HOSANNA CHRISTIAN SCHL
OAKLAND SCHOOL DISTRICT 001	ABIQUA SCHL
hermiston school district	Salem keizar school district
Clear Creek Middle School	Athena Weston School District 29RJ
Marist High School	Butte Falls School District
Victory Academy	Bend International School
Vale School District No. 84	Imbler School District #11
St. Mary School	monument school
Junction City High School	PENDLETON SCHOOL DISTRICT #16R
Three Rivers School District	Ohara Catholic School
Fern Ridge School District	Reynolds High School
JESUIT HIGH SCHL EXEC OFC	St. Paul School District
LASALLE HIGH SCHOOL	Sabin-Schellenberg Technical Center
Southwest Christian School	St Paul Parish School
Willamette Christian School	Joseph School District
Westside Christian High School	EagleRidge High School
CS LEWIS ACADEMY	Grant Community School
Portland America School	Hope chinese charter
Forest Hills Lutheran School	Northwest Academy
Mosier Community School	Sunny Wolf Charter School
Koreducators Lep High	MCKENZIE SCHOOL DISTRICT 068
Warrenton Hammond School District	L'Etoiile French Immersion School
Sutherlin School District	LA GRANDE SCHOOL DISTRICT 001
Malheur Elementary School District	Marist Catholic High School
Ontario School District	Springfield Public Schools
Parkrose School District 3	Elgin school dist.
Riverdale School District 51J	PLEASANT HILL SCH DIST #1
Tillamook School District	Ukiah School District 80R
Madeleine School	Lake Oswego Montessori School
Union School District	

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North Powder Charter School	MORROW COUNTY
Siletz Valley School	Mckenzie Personnel Services
French American School	Washington County Facilities & Park Services
Mastery Learning Institute	
North Lake School District 14	Multnomah County Department of Community Justice
Early College High School	NORCOR Juvenile Detention
GILLIAM COUNTY OREGON	Tillamook County Estuary Job Council
UMATILLA COUNTY, OREGON	BAKER CNTY GOVT
DOUGLAS ELECTRIC COOPERATIVE, INC.	TILLAMOOK CNTY
MULTNOMAH LAW LIBRARY	
clackamas county	Multnomah County Dept of County Assets
CLATSOP COUNTY	Wheeler County
COLUMBIA COUNTY, OREGON	Resource Connections of Oregon
coos county	Lane County Sheriff's Office
CROOK COUNTY ROAD DEPARTMENT	Clatsop County Sheriff's Office
CURRY COUNTY OREGON	Harney County Community Corrections
DESCHUTES COUNTY	Clackamas County Juvenile Dept
GILLIAM COUNTY	Columbia Basin Care Facility
GRANT COUNTY, OREGON	City of Seaside Police Department
HARNEY COUNTY SHERIFFS OFFICE	Tamarack Aquatic Center
HOOD RIVER COUNTY	Seven Feathers Casino
jackson county	Oliver P Lent PTA
josephine county	Willamette Valley Rehab Center
klamath county	St Paul Baptist Church
LANE COUNTY	Long Tom Watershed Council
LINN COUNTY	San Martin Deporres Catholic Church
MARION COUNTY , SALEM, OREGON	Portland Parks Foundation
MULTNOMAH COUNTY	Sweet Home United Methodist Church
SHERMAN COUNTY	Cedar Hills Baptist Church
WASCO COUNTY	Good Samaritan Ministries
YAMHILL COUNTY	Unitarian Universalist Church in Eugene
WALLOWA COUNTY	Emmanuel Bible Church
ASSOCIATION OF OREGON COUNTIES	La Pine Chamber of Commerce
NAMI LANE COUNTY	Klamath Siskiyou Wildlands Center
BENTON COUNTY	Farmworkers Housing Development Corporation
DOUGLAS COUNTY	World Forestry Center
JEFFERSON COUNTY	Oregon Farm Bureau
LAKE COUNTY	Mt Emily Safe Center
LINCOLN COUNTY	Salem First Presbyterian Church
POLK COUNTY	Rolling Hills Baptist Church
UNION COUNTY	
WASHINGTON COUNTY	

SERIAL 170009-RFP

Baker Elks	Delphian School
Gates Community Church of Christ	AVON
PIP Corps LLC	EPUD-Emerald People's Utility District
Turtle Ridge Wildlife Center	Human Solutions, Inc.
	The Wallace Medical Concern
Grande Ronde Model Watershed Foundation	Boys & Girls Club of Salem, Marion & Polk Counties
Western Environmental Law Center	
Oregon District 7 Little League	The Ross Ragland Theater and Cultural Center
Mercy Flights, Inc.	Cascade Health Solutions
Metropolitan Contractor Improvement Partnership	Umpqua Community Health Center
	ALZHEIMERS NETWORK OF OREGON
The Christian Church of Hillsboro Oregonb	NATIONAL WILD TURKEY
Congregation Neveh Shalom	FEDERATION
My Fathers House	TILLAMOOK ESTUARIES
Step Forward Activities Inc	PARTNERSHIP
	LIFEWORKS NW
HHoly Trinity Greek Orthodox Cathedral	Independent Development Enterprise Alliance
MECOP Inc.	
Workforce Northwest Inc	MID-WILLAMETTE VALLEY
Lane Arts Council	COMMUNITY ACTION AGENCY, INC
Integral Youth Services	HALFWAY HOUSE SERVICES, INC.
Children Center At Trinity	REDMOND PROFICIENCY ACADEMY
Beaverton Christians Church	OHSU FOUNDATION
Oregon Humanities	SHELTERCARE
St. Pius X School	PRINGLE CREEK SUSTAINABLE
	LIVING CENTER
Community Connection of Northeast Oregon, Inc.	PACIFIC INSTITUTES FOR RESEARCH
St Mark Presbyterian Church	Mental Health for Children, Inc.
Living Opportunities, Inc.	The Dreaming Zebra Foundation
Coos Art Museum	LAUREL HILL CENTER
OETC	THE OREGON COMMUNITY
Blanchet House of Hospitality	FOUNDATION
Garten Services Inc	OCHIN
	WE CARE OREGON
	SE WORKS
Merchants Exchange of Portland, Oregon	ENTERPRISE FOR EMPLOYMENT AND
Coalition for a Livable Future	EDUCATION
West Salem United Methodist	OMNIMEDIX INSTITUTE
Central Oregon Visitors Association	PORTLAND BUSINESS ALLIANCE
	GATEWAY TO COLLEGE NATIONAL
Soroptimist International of Gold Beach, OR	NETWORK
Real Life Christian Church	FOUNDATIONS FOR A BETTER
Dayton Christian Church	OREGON

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GOAL ONE COALITION	PORTLAND ART MUSEUM
ATHENA LIBRARY FRIENDS ASSOCIATION	SAINT JAMES CATHOLIC CHURCH
Coastal Family Health Center	SOUTHERN OREGON HUMANE SOCIETY
CENTER FOR COMMUNITY CHANGE	VOLUNTEERS OF AMERICA OREGON
STAND FOR CHILDREN	CENTRAL DOUGLAS COUNTY
ST. VINCENT DEPAUL OF LANE COUNTY	FAMILY YMCA
EAST SIDE FOURSQUARE CHURCH	METROPOLITAN FAMILY SERVICE
CORVALLIS MOUNTAIN RESCUE UNIT	OREGON MUSUEM OF SCIENCE AND INDUSTRY
InventSuccess	FIRST UNITARIAN CHURCH
SHERIDAN JAPANESE SCHOOL FOUNDATION	ST. ANTHONY CHURCH
	Good Shepherd Medical Center
	Salem Academy
The Blosser Center for Dyslexia Resources	GEN CONF OF SDA CHURCH
MOSAIC CHURCH	WESTERN OR
HOUSING AUTHORITY OF LINCOLN COUNTY	PORTLAND ADVENTIST ACADEMY
RENEWABLE NORTHWEST PROJECT	ST VINCENT DE PAUL
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OUTSIDE IN
CONSERVATION BIOLOGY INSTITUTE	UNITED CEREBRAL PALSY OF OR AND SW WA
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	WILLAMETTE VIEW INC.
BLACHLY LANE ELECTRIC COOPERATIVE	PORTLAND HABILITATION CENTER, INC.
MORNING STAR MISSIONARY BAPTIST CHURCH	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
NORTHWEST FOOD PROCESSORS ASSOCIATION	ROSE VILLA, INC.
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
OREGON EDUCATION ASSOCIATION	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
HEARING AND SPEECH INSTITUTE INC	ROGUE FEDERAL CREDIT UNION
SALEM ELECTRIC	Oregon Research Institute
MORRISON CHILD AND FAMILY SERVICES	WILLAMETTE LUTHERAN HOMES, INC
JUNIOR ACHIEVEMENT	LANE MEMORIAL BLOOD BANK
CENTRAL BIBLE CHURCH	PORTLAND JEWISH ACADEMY
MID COLUMBIA MEDICAL CENTER- GREAT 'N SMALL	LANECO FEDERAL CREDIT UNION
TRILLIUM FAMILY SERVICES, INC.	GRANT PARK CHURCH
YWCA SALEM	ST. MARYS OF MEDFORD, INC.
	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
	FAITHFUL SAVIOR MINISTRIES

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OREGON CITY CHURCH OF THE
 NAZARENE
 OREGON COAST COMMUNITY
 ACTION
 EDUCATION NORTHWEST
 COMMUNITY ACTION TEAM, INC.
 EUGENE SYMPHONY ASSOCIATION,
 INC.
 STAR OF HOPE ACTIVITY CENTER
 INC.
 SPARC ENTERPRISES

 SOUTHERN OREGON CHILD AND
 FAMILY COUNCIL, INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments
 FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH

 WOODBURN AREA CHAMBER OF
 COMMERCE

 CONTEMPORARY CRAFTS MUSEUM
 AND GALLERY
 CITY BIBLE CHURCH

 OREGON LIONS SIGHT & HEARING
 FOUNDATION
 PORTLAND WOMENS CRISIS LINE

 THE SALVATION ARMY - CASCADE
 DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC

 GOODWILL INDUSTRIES OF LANE
 AND SOUTH COAST COUNTIES

 PLANNED PARENTHOOD OF
 SOUTHWESTERN OREGON
 HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 MEALS ON WHEELS PEOPLE, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC
 DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER
 SUNRISE ENTERPRISES

LOOKING GLASS YOUTH AND
 FAMILY SERVICES
 SERENITY LANE
 EAST HILL CHURCH

 LA GRANDE UNITED METHODIST
 CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc

 ALVORD-TAYLOR INDEPENDENT
 LIVING SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY

 QUADRIPLEGICS UNITED AGAINST
 DEPENDENCY, INC.
 SPONSORS, INC.

 COLUMBIA COMMUNITY MENTAL
 HEALTH
 ADDICTIONS RECOVERY CENTER, INC

 METRO HOME SAFETY REPAIR
 PROGRAM
 OREGON SUPPORTED LIVING
 PROGRAM
 SOUTH COAST HOSPICE, INC.

 ALLFOURONE/CRESTVIEW
 CONFERENCE CTR.
 The International School

 REBUILDING TOGETHER - PORTLAND
 INC.
 PENDLETON ACADEMIES

 PACIFIC FISHERY MANAGEMENT
 COUNCIL
 DOGS FOR THE DEAF, INC.

 PUBLIC DEFENDER SERVICES OF
 LANE COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF
 CHRIST
 SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER

 VIRGINIA GARCIA MEMORIAL
 HEALTH CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD

SERIAL 170009-RFP

VERMONT HILLS FAMILY LIFE CENTER	NEW AVENUES FOR YOUTH INC
BENTON HOSPICE SERVICE	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	DECISION SCIENCE RESEARCH INSTITUTE, INC.
COMMUNITY CANCER CENTER	WESTERN STATES CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	HIV ALLIANCE, INC
CASCADIA BEHAVIORAL HEALTHCARE	PARTNERSHIPS IN COMMUNITY LIVING, INC.
WILD SALMON CENTER	FANCONI ANEMIA RESEARCH FUND INC.
BROAD BASE PROGRAMS INC.	BLIND ENTERPRISES OF OREGON
SUNNYSIDE FOURSQUARE CHURCH TRAINING EMPLOYMENT CONSORTIUM	OREGON BALLET THEATRE
RELEVANT LIFE CHURCH	SMART
211INFO	All God's Children International
SONRISE CHURCH	FARMWORKER HOUSING DEV CORP
LIVING WAY FELLOWSHIP	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
Women's Safety & Resource Center	REGIONAL ARTS AND CULTURE COUNCIL
SEXUAL ASSAULT RESOURCE CENTER	THE EARLY EDUCATION PROGRAM, INC.
IRCO	MACDONALD CENTER
NORTHWEST YOUTH CORPS	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
TILLAMOOK CNTY WOMENS CRISIS CENTER	SELF ENHANCEMENT INC.
SECURITY FIRST CHILD DEVELOPMENT CENTER	FRIENDS OF THE CHILDREN
CLASSROOM LAW PROJECT	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
YOUTH GUIDANCE ASSOC.	COMMUNITY VETERINARY CENTER
PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	PORTLAND SCHOOLS FOUNDATION
ELMIRA CHURCH OF CHRIST	SUSTAINABLE NORTHWEST
JASPER MOUNTAIN	OREGON DEATH WITH DIGNITY
ACUMENTRA HEALTH	BIRCH COMMUNITY SERVICES, INC.
WORKSYSTEMS INC	BAY AREA FIRST STEP, INC.
COVENANT CHRISTIAN HOOD RIVER	OSLC COMMUNITY PROGRAMS
OREGON DONOR PROGRAM	EN AVANT, INC.
NAMI OREGON	ASHLAND COMMUNITY HOSPITAL
OLIVET BAPTIST CHURCH	NORTHWEST ENERGY EFFICIENCY ALLIANCE
SILVERTON AREA COMMUNITY AID	BONNEVILLE ENVIRONMENTAL FOUNDATION
CONFEDERATED TRIBES OF GRAND RONDE	SUMMIT VIEW COVENANT CHURCH
NEIGHBORIMPACT	SALMON-SAFE INC.
CATHOLIC COMMUNITY SERVICES	

SERIAL 170009-RFP

BETHEL CHURCH OF GOD	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	ELAW
SAINT ANDREW NATIVITY SCHOOL	COMMUNITY HEALTH CENTER, INC
BARLOW YOUTH FOOTBALL	Greater Portland INC
SPOTLIGHT THEATRE OF PLEASANT HILL	Eugene Builders Exchange
FAMILIES FIRST OF GRANT COUNTY, INC.	Boys & Girls Club of Corvallis
TOUCHSTONE PARENT ORGANIZATION	Southeast Uplift Neighborhood Coalition
CANCER CARE RESOURCES	First United Presbyterian Church
CASCADIA REGION GREEN BUILDING COUNCIL	PDX Wildlife
SHERMAN DEVELOPMENT LEAGUE, INC.	Friends of the Opera House
SCIENCEWORKS	Jackson-Josephine 4-C Council
WORD OF LIFE COMMUNITY CHURCH	North Coast Family Fellowship
SOCIAL VENTURE PARTNERS PORTLAND	P E C I
OREGON PROGRESS FORUM	Childswork Learning Center
CENTER FOR RESEARCH TO PRACTICE	Portland Schools Alliance
WESTERN RIVERS CONSERVANCY	New Artists Performing Arts Productions, Inc.
UNITED WAY OF THE COLUMBIA WILLAMETTE	Relief Nursery
EUGENE BALLET COMPANY	St. Mary's Episcopal Church
EAST WEST MINISTRIES INTERNATIONAL	Viking Sal Senior Center
SISKIYOU INITIATIVE	Boys and Girls Club of the rogue valley
EDUCATIONAL POLICY IMPROVEMENT CENTER	Lincoln City Chamber of Commerce
North Pacific District of Foursquare Churches	DrupalCon Inc., DBA Drupal Association
CATHOLIC CHARITIES	Albany Partnership for Housing and Community Development
FIRST CHURCH OF THE NAZARENE	SEED OF FAITH MINISTRIES
WESTSIDE BAPTIST CHURCH	Hermiston Christian Center & School
Housing Development Center	SALEM FREE CLINICS
Hoodview Christian Church	Dress for Success Oregon
Little Promises Children's Program	Beaverton Rock Creek Foursquare Church
UNION GOSPEL MISSION	St Paul Catholic Church
GRACE BAPTIST CHURCH	St Mary's Catholic School and Parish
COMMUNITY ACTION ORGANIZATION	Polk Soil and Water Conservation District
OUTSIDE IN	Street Ministry
	La Grande Church of the Nazarene
	Spruce Villa, Inc.
	OREGON SCHOOL BOARDS ASSOCIATION
	House of Prayer for All Nations

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Sacred Heart Catholic Church	YMCA OF ASHLAND
African American Health Coaliton, Inc.	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Happy Canyon Company	Multnomah Law Library
Village Home Education Resource Center	Friends Of Tryon Creek State P
Monet's Children's Circle	Ontrack Inc.
Cascade Housing Association	Calvin Presbyterian Church
Dayspring Fellowship	HOLT INTL CHILD
Northwest Habitat Institute	St John The Baptist Catholic
Winding Waters Medical Clinic	Portland Foursquare Church
First Baptist Church	Portland Christian Center
The Nature Conservancy, Willamette Valley Field Office	Church Extension Plan
Serenity Lane Health Services	Occu Afghanistan Relief Effort
Portland Community Reinvestment Initiatives, Inc.	EUGENE FAMILY YMCA
GeerCrest Farm & Historical Society	Christ The King Parish and School
College United Methodist Church	Newberg Christian Church
The Collins Foundation	First United Methodist Church
Prince of Peace Lutheran Church & School	Zion Lutheran Church
NEDCO	Southwest Bible Church
Salem Evangelical Church	Community Works Inc
Wild Lilac Child Development Community	Masonic Lodge Pearl 66
Daystar Education, Inc.	Molalla Nazarene Church
Oregon Social Learning Center	Transition Projects, Inc
Pain Society of Oregon	St Michaels Episcopal Church
environmental law alliance worldwide	Saint Johns Catholic Church
Community in Action	Access Inc
Safe Harbors	Community Learning Center
FIRST CHRISTIAN CHURCH	Old Mill Center for Children and Families
Pacific Classical Ballet	Sunny Oaks Inc
Depaul Industries	Hospice Center Bend La Pine
African American Health Coalition	Westside Foursquare Church
Jesus Prayer Book	Relief Nursery Inc
Coalition Of Community Health	Morning Star Community Church
River Network	MULTNOMAH DEFENDERS INC
CCI Enterprises Inc	Providence Health System
Oregon Nurses Association	Holy Trinity Catholic Church
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	Holy Redeemer Catholic Church
Mount Angel Abbey	Alliance Bible Church
	CARE OREGON
	Mid Columbia Children's Council
	HUMANE SOCIETY OF REDMOND
	Our Redeemer Lutheran Church

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Kbps Public Radio	World of Speed
Skyball Salem Keizer Youth Bas	SW Community Health Center
Open Technology Center	Energy Trust of Oregon
Grace Chapel	St. Vincent de Paul Church
CHILDREN'S MUSEUM 2ND	Fr. Bernard Youth Center
Solid Rock	Oregon Psychoanalytic Center
West Chehalem Friends Church	Store to Door
Guide Dogs For The Blind	Depaul Industries
Aldersgate Camps and Retreats	OUR LADY OF PERPETUAL HELP
St. Katherine's Catholic Church	CATHOLIC CHURCH ALBANY
	OREGON
The Alliance NW of the Christian & Missionary Alliance	SELCO Community Credit Union
Bags of Love	North Coast Christian Church
Grand View Baptist Church	Union County Economic Development Corp.
Green Electronics Council	Camelto Theatre Company
Scottish Rite	Camp Fire Columbia
Western Wood Products Association	TAKE III OUTREACH
THE NEXT DOOR	Rolling Hills Community Church
NATIONAL PSORIASIS FOUNDATION	Eugene Swim and Tennis Club
NEW BEGINNINGS CHRISTIAN CENTER	Summa Institute
HIGHLAND UNITED CHURCH OF CHRIST	Amani Center
OREGON REPERTORY SINGERS	Billy Webb Elks lodge #1050
HIGHLAND HAVEN	Silverton Senior Center
FAIR SHARE RESEARCH AND EDUCATION FUND	Sandy Seventh-day Adventist Church
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	Muddy Creek Charter School
First Baptist Church of Enterprise	A FAMILY FOR EVERY CHILD
The Canby Center	1000 FRIENDS OF OREGON
Instituto de Cultura y Arte In Xochitl In Cuicatl	OREGON PEDIATRIC SOCIETY
OSLC COMMUNITY PROGRAMS OCP	NONPROFIT ASSOCIATION OF OREGON
Oregon Nikkei Endowment	LUKE DORF INC
Eastern Oregon Alcoholism Foundation	FAMILY CARE INC
Grantmakers for Education	MEDICAL TEAMS INTL
The Spiral Gallery	Clean Slate Canine Rescue & Rehabilitation
The ALS Association Oregon and SW Washington Chapter	St. Martins Episcopal church
Children's Relief Nursery	Food for Lane County
Home Builders	Clatsop Behavioral Healthcare
New Life Baptist Church	columbia gorge discovery center and museum
Florence United Methodist Church	NAMI of Washington County
	The Dalles Art Association
	Temple Beth Israel

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Willamette Leadership Academy/Pioneer
Youth Corps Of Oregon

Rose Haven

Dallas Church

OREGON STATE UNIVERSITY
BOOKSTORE INC

NORTH WILLAMETTE VALLEY
HABITAT FOR HUMANITY

FAIRFIELD BAPTIST CHURCH

Sexual Assault Support Services

Neskowin Valley School

RON WILSON CENTER FOR EFFECTIVE
LIVING INC

St. Joseph Shelter

The Inn Home for Boys, Inc.9138

MCKENZIEWATERSHED COUNCIL

MENNONITE HOME OF ALBANY INC

Oregon Technical Assistance Corporation

Oregon And Southern Idaho Laborers
Employers Training School

New Life Fellowship Church of God

Gladstone Senior Center

Education Travel & Culture, Inc.

Rural Development Initiatives

Jason Lee Manor/UMRC

Jesus Pursuit Church

YMCA of Marion and Polk Counties

PacificSource Health

Faith Christian Fellowship

Brookings Elks Lodge

Tualatin Lacrosse Club

Tillamook Seventh Day Adventist Church

Oregon Jewish Community Foundation

East River Fellowship

Holy Family Academy

FIRST BAPTIST CHURCH OF EUGENE

Peace Lutheran Church

Living Word Christian Center

Housing Authority of Douglas County

Vietnamese Christian Community Church

Friends for Animals

Family Building Blocks

Goodwill Industries of Lane and South Coast

Friends of Driftwood Library

Consumers Power Inc.

A. C. Gilbert's Discovery Village

First Lutheran Church of Astoria

Fund For Christian Charity

Deer Meadow Assisted Living

Oregon Laborers-Employer Administrative
Fund, LLC

Umpqua Basin Water Association

Alpha Lambda House Corporation

Eugene Creative Care

The Church of Christ of Latter Day Saints

Cascade Height Public Charter School PTA

G.O.B.H.I

Association of Oregon Corrections
EMPloyees, Inc.

A Jesus Church Family

300 Main Inc

Southwestern Oregon Public Defender
Services, Inc.

Albertina Kerr Centers

Dufur Christian Church

St. Matthew Catholic School

Serendipity Center Inc

CASA of Marion County

Westside Church of Christ Inc

Northwest Family Services

Network Charter School

Ride Connection

Parenting Now!

Christian Church of Woodburn

Verde

Native American Youth and Family Center

Early College Academy

USO Northwest

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Norkenzie Christian Church	Youth Dynamics
Little Flower Development Center	Ashland Art Center
TLO Farms	Apostolic Church of Jesus Christ
Evergreen Wings and Waves	DOUGLAS FOREST PROTECTIVE
Ascension Episcopal Parish	Oregon Lyme Disease Network
Center for Family Development	Ecotrust
West Salem Foursquare Church	SPECIAL MOBILITY SERVICES
Good Samaritan Ministry	Bethlehem Christian Pre-School
Grace Lutheran Church of Molalla	Historical Outreach Foundation
HOPE LUTHERAN CHURCH	Texas Interventions and Counseling Inc
Mount Pisgah Arboretum	Brooklyn Primary PTO
Lower Columbia Estuary Partnership	Mountain View Academy
Mt Hood Hospice	Salem Area Chamber of Commerce
	First Congregational Church
Opportunity Foundation of central Oregon	OREGON STATE FAIR
Constructing Hope	Ronald McDonald House Charities of Oregon & Southwest Washington
Sprinkfield Elks #2145	Center for Human Development
Abuse Recovery Ministry & Services	Bridges to Change
Oasis Shelter Home	DePaul Treatment Centers, Inc.
Nehalem Bay House	Ministerio International Casa
p:ear	New Paradise Worship Center
Health Share of Oregon	Mission Increase Foundation
St. Peter Catholic Church	Curry Public Transit Inc
	THREE RIVERS CASINO
Mid Willamette Valley Community Action	Brookings Harbor Christian School
A Hope For Autism Foundation	Bethesda Lutheran Church
NW Sport Fishing	Legacy Mt. Hood Medical Center
Breast Friends	Yamhill Community Care Organization
SEPTL Southeast Portland Tool Library	Portland Japanese Garden
	The Madeleine Parish
National Christian Community Foundation	The Tucker-Maxon Oral School
Legal Aid Services of Oregon LITC	Southwest Neighborhoods, Inc
Willamette Valley Babe Ruth	Wallowa Valley Center For Wellness
Center For Continuous Improvement	
Northwest Center for Alternatives to Pesticides	KIDS INTERVENTION AND DIAGNOSTIC CENTER
The Followers of Christ Church of Oregon City	Portland Yacht Club
SEIU Local 49	League of Women Voters
Emerald Media Group	Oregon & Southern Idaho District Council of Laborers'
West Hills Christian School	Portland Police Sunshine Division
Trillium Sprigs	Curry Health Network
Western Arts Alliance	United Way of Lane County

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United Way	COLLEGE
Community Energy Project	PORTLAND STATE UNIV.
Portland Oregon Visitors Association	CLACKAMAS COMMUNITY COLLEGE
Southern Oregon Project Hope	MARYLHURST UNIVERSITY
Our United Villages	OREGON HEALTH AND SCIENCE
Samaritan Health Services Inc.	UNIVERSITY
Santiam Assembly of God	BIRTHINGWAY COLLEGE OF
CASCADES WEST FINANCIAL	MIDWIFERY
SERVICES IN	pacific u
Kilchis House	UNIVERSITY OF OREGON
Calvary Assembly of God	CONCORDIA UNIV
Lake Grove Presbyterian Church	Marylhurst University
Grace Lutheran School	Corban College
Western Mennonite School	Oregon Center For Advanced T
OEA CHOICE TRUST	UNIVERSITY OF PORTLAND
American Tinnitus Association	Portland Actors Conservatory
Oregon Coast Aquarium, Inc.	University Of Oregon Athletics Department
HOPE POINT CHURCH	Ecola Bible School
Unitus Community Credit Union	Beta Omega Alumnae
St John the Baptist Greek Orthodox Church	Oregon Institute of Technology
COLUMBIA PACIFIC ECONOMIC	EASTERN OREGON UNIVERSITY
DEVELOPMENT DISTRICT OF OREGON	Clackamas River Water Providers
St Andrews Presbyterian	eickhoff dev co inc
Oregon Rural Electric Cooperative	Cornerstone Association Inc
Association	The Klamath Tribe
THE MILL CASINO	advocate care
Oregon State University	Cannon Beach Fire
Treasure Valley Community College	Life Flight Network LLC
University of Oregon	COVENANT RETIREMENT
OREGON UNIVERSITY SYSTEM	COMMUNITIES
University of Western States	PENTAGON FEDERAL CREDIT UNION
GEORGE FOX UNIVERSITY	SAIF CORPORATION
LEWIS AND CLARK COLLEGE	GREATER HILLSBORO AREA
PACIFIC UNIVERSITY	CHAMBER OF COMMERCE
REED COLLEGE	LANE ELECTRIC COOPERATIVE
WILLAMETTE UNIVERSITY	USAGENCIES CREDIT UNION
LINFIELD COLLEGE	PACIFIC CASCADE FEDERAL CREDIT
MULTNOMAH BIBLE COLLEGE	UNION
NORTHWEST CHRISTIAN COLLEGE	LOCAL GOVERNMENT PERSONNEL
NATIONAL COLLEGE OF NATURAL	INSTITUTE
MEDICINE	GRANTS PASS MANAGEMENT
BLUE MOUNTAIN COMMUNITY	SERVICES, DBA
	SPIRIT WIRELESS

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Kartini Clinic	First Presbyterian Church of La Grande
Astra	CONFLUENCE ENVIRONMENTAL
Beit Hallel	CENTE
Cvalco	A&I Benefit Plan Administrators, Inc.
Elderhealth and Living	K Churchill Estates
OREGON CORRECTIONS ENTERPRISES	CSC HEAD START
OREGON STATE HOSPITAL	NORTHWEST VINTAGE CAR AND
OFFICE OF PUBLIC DEFENSE	MOTORCYCLE
SERVICES	crescent grove cemetery
Clatskanie People's Utility District	Roseburg Police Department
PIONEER COMMUNITY	Molalla Rural Fire Protection District
DEVELOPMENT	MONMOUTH - INDEPENDENCE
MARION COUNTY HEALTH DEPT	NETWORK
Ricoh USA	EUGENE WATER & ELECTRIC BOARD
Heartfelt Obstetrics & Gynecology	MALIN COMMUNITY PARK AND
Coquille Economic Development	RECREATION DISTRICT
Corporation	TILLAMOOK PEOPLES UTILITY
CITY/COUNTY INSURANCE SERVICE	DISTRICT
COMMUNITY CYCLING CENTER	GLADSTONE POLICE DEPARTMENT
Shangri La	GOLD BEACH POLICE DEPARTMENT
Portland Impact	THE NEWPORT PARK AND
Eagle Fern Camp	RECREATION CENTER
KLAMATH FAMILY HEAD START	RIVERGROVE WATER DISTRICT
RIVER CITY DANCERS	TUALATIN VALLEY FIRE & RESCUE
Oregon Permit Technical Association	GASTON RURAL FIRE DEPARTMENT
KEIZER EAGLES AERIE 3895	CITY COUNTY INSURANCE SERVICES
Pgma/Cathie Bourne	SOUTH SUBURBAN SANITARY
Sunrise Water	DISTRICT
Burns Paiute Tribe	SOUTH FORK WATER BOARD
Oregon Public Broadcasting	SUNSET EMPIRE PARK AND
La Grande Family Practice	RECREATION
Sphere MD	SPRINGFIELD UTILITY BOARD
BIENESTAR, INC.	Tillamook Urban Renewal Agency
sunrise water authority	Netarts Water District
Eastern Oregon Trade and Event Center	OAK LODGE SANITARY DISTRICT
Waste-Pro	Boardman Rural Fire Protection District
NPKA	Silverton Fire District
Confederated Tribes of Warm Springs	Lewis and Clark Rural Fire Protection
Oregon State Credit Union	District
PIONEER TELEPHONE COOPERATIVE	Rainbow Water District
Halsey-Shedd Fire District	Illinois Valley Fire District
Nez Perce Tribe	Clatskanie RFPD
Obsidian Urgent Care, P.C.	PORT OF TILLAMOOK BAY

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TRI-COUNTY HEALTH CARE SAFETY
NET ENTERPRISE

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

REGIONAL AUTOMATED
INFORMATION NETWORK

OAK LODGE WATER DISTRICT

THE PORT OF PORTLAND

WILLAMALANE PARK AND
RECREATION DISTRICT

TUALATIN VALLEY WATER DISTRICT

UNION SOIL & WATER
CONSERVATION DISTRICT

LANE EDUCATION SERVICE DISTRICT

TUALATIN HILLS PARK AND
RECREATION DISTRICT

PORT OF SIUSLAW

CHEHALEM PARK AND RECREATION
DISTRICT

PORT OF ST HELENS

LANE TRANSIT DISTRICT

CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL

HOODLAND FIRE DISTRICT NO.74

MID COLUMBIA COUNCIL OF
GOVERNMENTS

WEST MULTNOMAH SOIL AND
WATER CONSERVATION DISTRICT

SALEM AREA MASS TRANSIT
DISTRICT

Banks Fire District #13

KLAMATH COUNTY 9-1-1

GLENDALE RURAL FIRE DISTRICT

COLUMBIA 911 COMMUNICATIONS
DISTRICT

CLACKAMAS RIVER WATER

NW POWER POOL

Lowell Rural Fire Protection District

TriMet Transit

Estacada Rural Fire District

Keizer Fire District

State Accident Insurance Fund Corporation

Bend Metro Park & Recreation District

Port of Hood River

La Pine Park & Recreation District

Brookings- Harbor School District 17c

Siuslaw Public Library District

Columbia River Fire & Rescue

Fern Ridge Library District

Bend Park and Recreation District

Port of Garibaldi

Seal Rock Water District

Rockwood Water P.U.D.

Tillamook Fire District

Tillamook County Transportation Dist

Central Lincoln People's Utility District

Jefferson Park and Recreation

City of Monmouth / Public Works

McMinnville Police Department

City of Sublimity

City of Central Point Parks and Recreation

Gearhart Fire Department

Woodburn City Of

Brookings Fire / Rescue

City of Veneta

CITY OF DAMASCUS

Hermiston Fire & Emergency Svcs

CEDAR MILL COMMUNITY LIBRARY

CITY OF LAKE OSWEGO

LEAGUE OF OREGON CITIES

CITY OF SANDY

CITY OF ASTORIA OREGON

CITY OF BEAVERTON

CITY OF BOARDMAN

CITY OF CANBY

CITY OF CANYONVILLE

CITY OF CENTRAL POINT POLICE
DEPARTMENT

CITY OF CLATSKANIE

CITY OF CONDON

CITY OF COOS BAY

CITY OF CORVALLIS

CITY OF CRESWELL

CITY OF ECHO

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CITY OF ESTACADA	CITY OF COBURG
CITY OF EUGENE	CITY OF NORTH PLAINS
CITY OF FAIRVIEW	CITY OF GERVAIS
CITY OF GEARHART	CITY OF YACHATS
CITY OF GOLD HILL	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GRANTS PASS	PORTLAND DEVELOPMENT COMMISSION
CITY OF GRESHAM	CITY OF CANNON BEACH OR
CITY OF HILLSBORO	CITY OF ST. PAUL
CITY OF HOOD RIVER	CITY OF ADAIR VILLAGE
CITY OF JOHN DAY	CITY OF WILSONVILLE
CITY OF KLAMATH FALLS	CITY OF HAPPY VALLEY
CITY OF LA GRANDE	CITY OF SHADY COVE
CITY OF MALIN	CITY OF LAKESIDE
CITY OF MCMINNVILLE	CITY OF MILLERSBURG
CITY OF HALSEY	CITY OF GATES
CITY OF MEDFORD	KEIZER POLICE DEPARTMENT
CITY OF MILL CITY	CITY OF DUNDEE
CITY OF MILWAUKIE	CITY OF AURORA
CITY OF MORO	THE CITY OF NEWPORT
CITY OF MOSIER	CITY OF ALBANY
CITY OF NEWBERG	CITY OF ASHLAND
CITY OF OREGON CITY	CITY OF LEBANON
CITY OF PILOT ROCK	CITY OF PORTLAND
CITY OF POWERS	CITY OF SALEM
RAINIER POLICE DEPARTMENT	CITY OF SPRINGFIELD METRO
CITY OF REEDSPORT	CITY OF BURNS
CITY OF RIDDLE	CITY OF COTTAGE GROVE
CITY OF SCAPPOOSE	CITY OF DALLAS
CITY OF SEASIDE	CITY OF FALLS CITY
CITY OF SILVERTON	CITY OF PHOENIX
CITY OF STAYTON	CITY OF PRAIRIE CITY
City of Troutdale	CITY OF REDMOND
CITY OF TUALATIN, OREGON	CITY OF SHERWOOD
CITY OF WARRENTON	City of junction city
CITY OF WEST LINN/PARKS	City of Florence
CITY OF WOODBURN	Columbia Gorge Community
CITY OF TIGARD, OREGON	City of Dayton
CITY OF AUMSVILLE	City of Carlton
CITY OF PORT ORFORD	City of Pendleton Convention Center
CITY OF EAGLE POINT	City of Monmouth
CITY OF WOOD VILLAGE	
St. Helens, City of	
CITY OF WINSTON	

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City of Philomath	City of Donald
City of Sheridan	City of Milton-Freewater
Seaside Public Library	CITY OF SCIO
City of Yoncalla	City of Forest Grove
La Grande Police Department	City Govrnment
Cove City Hall	City of Mt. Angel
NW PORTLAND INDIAN HEALTH BOARD	Albany Police Department
Portland Patrol Services	Umatilla Electric Cooperative
City Of Bend	WATER ENVIRONMENT SERVICES
City Of Coquille	Polk County Fire District No.1
City Of Molalla	Netarts-Oceanside RFPD
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	UIUC
City of St. Helens	Rogue River Fire District
City of North Powder	Aurora Rural Fire District
City of Eugene	Tillamook County Emergency Communications District
City of Cornelius, OR	Southern Coos Hospital
Toledo Police Department	Oregon Cascades West Council of Governments
City of Independence	MULTONAH COUNTY DRAINAGE DISTRICT #1
City of Cascade Locks	PORT OF BANDON
City of Columbia City	OR INT'L PORT OF COOS BAY
City of Baker City	MID-COLUMBIA CENTER FOR LIVING
McMinnville Water & Light	DESCHUTES COUNTY RFPD NO.2
City of Pendleton Parks & Recreation	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
CITY OF SWEETHOME	PACIFIC STATES MARINE FISHERIES COMMISSION
CITY OF THE DALLES	CENTRAL OREGON IRRIGATION DISTRICT
CLACKAMAS FIRE DIST#1	MARION COUNTY FIRE DISTRICT #1
DESCHUTES PUBLIC LIBRARY	COLUMBIA RIVER PUD
STAYTON FIRE DISTRICT	SANDY FIRE DISTRICT NO. 72
City of Ontario	BAY AREA HOSPITAL DISTRICT
City of Corvallis Parks and Recreation	NEAH KAH NIE WATER DISTRICT
North Lincoln Fire & Rescue #1	PORT OF UMPQUA
Gresham Police Department	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
City of Harrisburg	
Gladstone Public Library	Benton Soil & Water Conservation District
City of Portland Parks Bureau	DESCHUTES PUBLIC LIBRARY SYSTEM
Seaside Fire & Rescue	
City Of North Bend	
City of Union	
City of Nehalem	
City of Richland	
CITY OF LINCOLN CITY	

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CLEAN WATER SERVICES

North Douglas County Fire & EMS

Crooked River Ranch Rural Fire Protection
District

PARROTT CREEK CHILD & FAM

South Lane County Fire And Rescue

Lake Chinook Fire & Rescue

Clackamas County Water Environment
Services

Amity Fire District

CENTRAL OREGON COMMUNITY
COLLEGE

UMPQUA COMMUNITY COLLEGE

LANE COMMUNITY COLLEGE

MT. HOOD COMMUNITY COLLEGE

LINN-BENTON COMMUNITY COLLEGE

SOUTHWESTERN OREGON
COMMUNITY COLLEGE

PORTLAND COMMUNITY COLLEGE

CHEMEKETA COMMUNITY COLLEGE

ROGUE COMMUNITY COLLEGE

COLUMBIA GORGE COMMUNITY
COLLEGETILLAMOOK BAY COMMUNITY
COLLEGEKLAMATH COMMUNITY COLLEGE
DISTRICT

Oregon Coast Community College

Clatsop Community College

North Portland Bible College

OREGON COMMUNITY COLLEGE
ASSOCIATIONTeacher Standards and Practices
Commission

Salem Keizer School District Purchasing

Kdrv Channel 12

Opta Oregon Permit Technician

Oregon Forest Resources Institute

Office of the Ong Term Care Ombudsman

Oregon State Lottery

OREGON TOURISM COMMISSION

OREGON STATE POLICE

OFFICE OF THE STATE TREASURER

OREGON DEPT. OF EDUCATION

SEIU LOCAL 503, OPEU

OREGON DEPARTMENT OF FORESTRY

OREGON STATE DEPT OF
CORRECTIONSOREGON CHILD DEVELOPMENT
COALITIONOFFICE OF MEDICAL ASSISTANCE
PROGRAMS

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING

BOARD OF MEDICAL EXAMINERS

OREGON LOTTERY

OREGON BOARD OF ARCHITECTS

SANTIAM CANYON COMMUNICATION
CENTER

OREGON DEPT OF TRANSPORTATION

OREGON TRAVEL INFORMATION
COUNCILOREGON DEPARTMENT OF
EDUCATION

OREGON DEPT. OF CORRECTIONS

DEPARTMENT OF ADMINISTRATIVE
SERVICES

Oregon Board of Massage Therapists

Oregon Tradeswomen

Oregon Convention Center

OREGON SCHL BRDS ASSOCIAT

Central Oregon Home Health and Hos

Oregon Health Care Quality Cor

OREGON DEPARTMENT OF HUMAN
SERVICES

Oregon Air National Guard

Training & Employment

State of Oregon - Department of
Administrative Services

Aging and People with Disabilities

Oregon State Treasury

Oregon State Fair Council

Procurement Services/DAS

STATE OF OREGON

OREGON JUDICIAL DEPARTMENT

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Oregon State Board of Architect Examiners
City of Astoria Fire Department
Columbia Gorge ESD
Nehalem Bay Wastewater

Association of Oregon Community Mental
Health Programs

VA

US FISH AND WILDLIFE SERVICE

Bonneville Power Administration

Oregon Army National Guard

USDA Forest Service

Yellowhawk Tribal Health Center

ANGELL JOB CORPS

Coquille Indian Housing Authority

COLLEGE HOUSING NORTHWEST

HOUSING AUTHORITY OF
CLACKAMAS COUNTY

HOUSING AUTHORITY OF PORTLAND

WEST VALLEY HOUSING AUTHORITY

HOUSING AUTHORITY AND
COMMUNITY SERVICES AGENCY

NORTH BEND CITY- COOS/URRY
HOUSING AUTHORITY
MARION COUNTY HOUSING
AUTHORITY

HOUSING AUTHORITY OF THE CITY
OF SALEM

Housing Authority of Yamhill County

The Housing Authority of the County of
Umatilla

homeforward

SERIAL 170009-RFP**EXHIBIT 8****FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - (1) The copyright in any work developed under a grant or contract; and
 - (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

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

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

SERIAL 170009-RFP**EXHIBIT 9****COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

SERIAL 170009-RFP**EXHIBIT 10****NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE**

~~As permitted under the rule published at 80 FR 54407, the County is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a) (i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This memo shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.~~

**ATTACHMENT A
PRICING**

SERIAL 170009-RFP
 NIGP CODE: 63056, 63543
 RESPONDENT'S NAME:
 COUNTY VENDOR NUMBER :
 ADDRESS:

P.O. ADDRESS:
 TELEPHONE NUMBER:
 FACSIMILE NUMBER:
 WEB SITE:
 CONTACT (REPRESENTATIVE):
 REPRESENTATIVE'S E-MAIL ADDRESS:

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

 _____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

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

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

1.0 PRICING:

Group I - Economy Grade (Specified Brand or equal)					
Interior Paint					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
Latex: flat, white and tints	65,000		13,500		Manufacturer: Glidden Professional
Latex: semi-gloss/gloss white and tints	65,000		13,500		Manufacturer: Glidden Professional
Enamel: alkyd, semi-gloss, white and tints	65,000		13,500		Manufacturer: Devoe Coatings
Exterior Paint					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
Latex: flat, white and tints	65,000		13,500		Manufacturer: Glidden Professional
Latex: semi-gloss, white and tints	65,000		13,500		Manufacturer: Glidden Professional
Blended Acrylic emulsion: white and tints	65,000		13,500		Manufacturer: Glidden Professional
Enamel: oil base, semi-gloss, white and tints	65,000		13,500		Manufacturer: Devoe Coatings

**ATTACHMENT A
PRICING**

Group II - Medium Grade (Specified Brand or equal)

Interior Paint					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
Latex: flat, white and tints	60,000		13,000		Manufacturer: Glidden Professional Product Number: 1210
Latex: semi-gloss/gloss white and tints	60,000		13,000		Manufacturer: Glidden Professional Product Number: 1415
Enamel: alkyd, semi-gloss, white and tints	60,000		13,000		Manufacturer: Devoe Coatings Product Number: 4306

Exterior Paint

Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
Latex: flat, white and tints	65,000		13,500		Manufacturer: Glidden Professional Product Number: 2210
Latex: semi-gloss, white and tints	60,000		13,000		Manufacturer: Glidden Professional Product Number: 2416
Blended Acrylic emulsion: white and tints	55,000		10,000		Manufacturer: Glidden Professional Product Number: 2230
Enamel: oil base, semi-gloss, white and tints	50,000		7,500		Manufacturer: Devoe Product Number: 4306

Group III - Premium Grade (Specified Brand or equal)

Interior Paint					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
100% Acrylic Emulsion Latex: flat, white and tints	50,000		10,000		Manufacturer: Glidden Professional Product Number: 9100
100% Acrylic Emulsion Latex: semi-gloss/gloss, white and tints	50,000		10,000		Manufacturer: Glidden Professional Product Number: 9200

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Exterior Paint					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
100 % Acrylic Emulsion Latex: flat, white and tints	50,000		10,000		Manufacturer: Glidden Professional Product Number: 2200
100 % Acrylic Emulsion Latex: semi-gloss, white and tints	50,000		10,000		Manufacturer: Glidden Professional Product Number: 2406
100 % Acrylic emulsion: white and tints	50,000		10,000		Manufacturer: Glidden Professional Product Number: 2200

Group IV - Specialty Paints (Specified Brand or equal)					
Title	Estimated Annual Quantity	1 - Gallon Container Price	Estimated Annual Quantity	5 - Gallon Container Price	Bidder Notes
Break Through v70 Waterborne Acrylic	10,000		2,000		
Devflex 4216	7,500		15,000		
Life Master, No VOC	7,500		1,500		9200, 9300 Egg Shell
Ultra-Hide, No VOC	5,000		1,500		Interior Walls
Fortis 350	5,000		1,500		Exterior Walls
Diamond 450, No VOC	5,000		1,500		
Epoxy Floor Coating: two component, epoxy acrylic, waterborne, white and tints	4,000		1,000		Manufacturer: Devoe Coatings Product Number: 4428 This is a 2 gallon Kit, price is for the kit
Clear Satin Wood Finish: interior, polyurethane	2,000		500		Manufacturer: Glidden Professional Product Number: 1902
Clear Satin Wood Finish: interior, waterbase	2,000		500		Manufacturer: Glidden Professional Product Number: 1802
Wood Primer/Undercoat: Interior, vinyl acrylic, white	2,000		500		Manufacturer: Glidden Professional Product Number: 6001

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Wood Primer: Exterior, alkyd, white	2,000		500		Manufacturer: Glidden Professional Product Number: 2110n
Non-Ferrous Metal Primer: interior/exterior, alkyd, white	2,000		500		Manufacturer: Devco Coatings Product Number: 4160
Ferrous Metal Primer: interior/exterior, alkyd, red oxide	1,000		200		Manufacturer: Devco Coating Product Number: 4160
Traffic Paint: water reducible acrylic, white	2,500		600		Manufacturer: Pervo Product Number: 3080
Traffic Paint: water reducible acrylic yellow	5,000		1,000		Manufacturer: Pervo Product Number: 3081
Concrete Sealer: clear, interior finish, penetrating, (OKON or equal) 1 -gallon	2,500		600		Manufacturer: Rainguard Product Number: CR-0201
Stripper, paint, multi-spectrum, biodegradable, 1 -gallon only	1,000		200		Manufacturer: Smart Strip Product Number: 62380
Preservative Sealer (Floods Clear Wood Sealer or equal), 1 - gallon only	1,000		200		Manufacturer: Flood Product Number: fld56501
Stain, wood, (Oil base to match samples provided) 1 -gallon only	1,000		200		Manufacturer: Flood Product Number: fld32

GROUP V - Painting Supplies				
BRUSH, 100% natural black Chinese bristle (Purdy or equal)				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
Chisel Trim 2 inch, plain sanded, square edge, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 71213
Chisel Trim 3 inch, plain sanded, square edge, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 71215
Angular sash 2 in., plain sanded, square edge, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 71210

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BRUSH, 100% nylon/polyester (Purdy or equal)				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
Square edge, 2 in., plain sanded, square edge, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 71185
Square edge, 3 in., plain sanded, square edge, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 71187
BRUSH, 100% nylon (Purdy or equal)				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
Square edge, 1.5" in. plain sanded, hardwood handle, nicked ferrule	5,000		each	Manufacturer: Wooster Product Number: 62631
Roller Accessories				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
TRAY, heavy duty metal bucket grid, 5-gallon size	5,000		each	
FRAME, 9" HD, 5-wire cage, 5/16" dia. rod, 1.5" dia., treaded grid w/metal ferru	5,000		each	
FRAME, 9 for 2-1/4 diameter roller cover	5,000		each	
Special, pipe roller, 7 wide, phenolic core, 3/8 diameter, 24 long rod	5,000		each	
Aerosol Paint, 13 oz. Can (Any Brand)				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
White, marking, with upside-down spray tip	10,000		each	Manufacturer: Seymour Product Number: 20-652 20 Ounce Can
Safety red, marking	5,000		each	Manufacturer: Seymour Product Number: 20-671 20 ounce Can
Caution blue, marking	5,000		each	Manufacturer: Seymour Product Number: 20-669 20 ounce can
Alert orange, marking	5,000		each	Manufacturer: Seymour Product Number: 20-670 20 ounce can

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Safety green, marking	5,000		each	Manufacturer: Seymour Product Number: 20-668 20 ounce can
High visibility yellow, marking	10,000		each	Manufacturer: Seymour Product Number: 20-678 20 ounce can
Flat black	5,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S186 16 ounce can
Blue	5,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S198 16 ounce can
Red	5,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S184 16 ounce can
Chrome aluminum	2,500		each	Manufacturer: Aervoe (Zynolite) Product Number: S180 16 ounce can
Flat white	10,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S188 16 ounce can
Gloss white	10,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S192 16 ounce can
Gloss black	5,000		each	Manufacturer: Aervoe (Zynolite) Product Number: S190 16 ounce can
Zynolite or equal, 13 oz. can, gloss black	2,500		each	Manufacturer: Aervoe (Zynolite) Product Number: S190 16 ounce can

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Aerosol Paint, 20 Oz. Can (Krylon or equal)				
Title	Estimated Annual Quantity	Price	UofM	Bidder Notes
#7101, white, marking, with upside-down spray tip	10,000		each	Manufacturer: Seymour Product Number: 20-652 Date: Catalog:
#7105, safety red, marking	2,500		each	Manufacturer: Seymour Product Number: 20-671 Date: Catalog:
#7103, caution blue, marking	2,500		each	Manufacturer: Seymour Product Number: 20-669 Date: Catalog:
#7104, alert orange, marking	5,000		each	Manufacturer: Seymour Product Number: 20-670 Date: Catalog:
#7107, safety green, marking	2,500		each	Manufacturer: Seymour Product Number: 20-668 Date: Catalog:
#7102, high visibility yellow, marking	5,000		each	Manufacturer: Seymour Product Number: 20-678 Date: Catalog:
#1613-6, flat black	2,500		each	Manufacturer: Seymour Product Number: 20-1433 Date: Catalog:
#1910-6, blue	2,500		each	Manufacturer: Seymour Product Number: 20-1427 Date: Catalog:
#2101-6, red	2,500		each	Manufacturer: Seymour Product Number: 20-1423 Date: Catalog:

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#1404-6, chrome aluminum	2,500		each	Manufacturer: Seymour Product Number: 20-1411 Date: Catalog:
#1502-6, flat white	5,000		each	Manufacturer: Seymour Product Number: 20-1412 Date: Catalog:
#1501-6, gloss white	5,000		each	Manufacturer: Seymour Product Number: 20-1413 Date: Catalog:
#1601-6, gloss black	2,500		each	Manufacturer: Seymour Product Number: 20-1415 Date: Catalog:

Catalog Discounts for Items not specifically bid		
Title	% off Catalog Price	Bidder Notes
Paint		Date: Catalog: Retail
Brushes		Date: Catalog: Retail
Rollers		Date: Catalog: Retail
Aerosol Paint		Date: Catalog: Retail
Other		Date: Catalog: Retail

Paint Sprayer Repairs (Optional)			
Title	Price	UofM	Bidder Notes
Airless paint sprayer: pumps and parts, Cost plus %		each	
Hourly labor: paint sprayer repair (all types)		hour	

Other Related Items		
Title	Response	Bidder Notes
Delivery days ARO		
Time limit on returned items (days)		
Restocking charges (%)		
Do you offer Volume Discount pricing (Y/N)		Detail your Volume Discount Pricing Program in your Proposal Response (Section 2.12)

EXHIBIT 3**(DRAFT CONTRACT)****CONTRACT PURSUANT TO RFP****SERIAL 170009-RFP**

This Contract is entered into this ____ day of _____, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Paint and Paint Supplies.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the ____ day of _____, 2017 and ending the ____ day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of seven (7) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

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

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 **INVOICES:**

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. ~~FMD-related Contractors, refer to Exhibit C for Invoice and Payment requirements.~~

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3.3.2 At a minimum, the invoice must provide the following information:

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

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

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

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

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

3.4 APPLICABLE TAXES:

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

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

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

3.5 TAX (COMMODITIES):

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

SERIAL 170009-RFP**3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

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

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

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

3.8 VOLUNTARY EMPLOYEE DISCOUNTS:

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

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

4.0 AVAILABILITY OF FUNDS:

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

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

5.0 DUTIES:

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

SERIAL 170009-RFP**6.0 TERMS and CONDITIONS:****6.1 INDEMNIFICATION:**

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

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

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

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

6.2 INSURANCE:

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

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

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

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

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

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

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

6.2.8 Commercial General Liability:

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

6.2.9 Automobile Liability:

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

6.2.10 Workers' Compensation:

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

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

6.2.11 Certificates of Insurance:

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

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

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

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6.2.12 Cancellation and Expiration Notice:

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

6.3 FORCE MAJEURE:

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

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

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

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

6.4 WARRANTY OF SERVICES:

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

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

6.5 INSPECTION OF SERVICES:

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

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- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
- 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.5.4.2 Terminate the Contract for default.

6.6 REQUIREMENTS CONTRACT:

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

6.7 BACKGROUND CHECK:

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

SERIAL 170009-RFP**6.8 SUSPENSION OF WORK:**

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

6.9 STOP WORK ORDER:

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

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

6.10 TERMINATION FOR CONVENIENCE:

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

6.11 TERMINATION FOR DEFAULT:

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

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

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on

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behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 CONTRACTOR LICENSE REQUIREMENT:

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

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

6.14 SUBCONTRACTING:

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

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

6.15 AMENDMENTS:

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

6.16 ADDITIONS/DELETIONS OF SERVICE:

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

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any

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employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 VALIDITY:

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

6.18 RIGHTS IN DATA:

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

6.19 NON-DISCRIMINATION:

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

6.20 ISRAEL BOYCOTT:

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

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

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

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

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

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

SERIAL 170009-RFP**6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

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

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 INFLUENCE:

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

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

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

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

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

6.24 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

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

6.25.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and

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

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

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

6.26 **AUDIT DISALLOWANCES:**

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

6.27 **OFFSET FOR DAMAGES:**

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

6.28 **PUBLIC RECORDS:**

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.29 **PRICES:**

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

6.30 **INTEGRATION:**

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

6.31 **RELATIONSHIPS:**

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

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6.32 GOVERNING LAW:

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

6.33 ORDER OF PRECEDENCE:

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

6.34 INCORPORATION OF DOCUMENTS:

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

6.34.1 Exhibit A, Pricing;

6.34.2 Exhibit B, Scope of Work;

~~6.34.3 Exhibit C, Maricopa County Facilities Management Requirements~~

NOTICES:

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

For County:

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

For Contractor:

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

Question and Answers for Bid #170009-RFP - PAINT AND PAINT SUPPLIES**Overall Bid Questions****Question 1**

Will you accept a bid that excludes the US Communities component and only includes servicing Maricopa County? (Submitted: Dec 6, 2016 4:13:32 PM MST)

Answer

- Yes. Per Section 1.5 Intent, the County reserves the right to make an award at a local level and/or an award at a national level, where such action serves in the County's best interest. (Answered: Dec 7, 2016 9:43:28 AM MST)

Question 2

Should the bid be awarded to a vendor participating in the US Communities component, will Maricopa County be able to purchase from an alternate vendor who has a current contract with another Arizona agency who participates in the SAVE program? (Submitted: Dec 6, 2016 4:16:33 PM MST)

Answer

- Maricopa County intends to give first priority, for the requirements under this contract, to the awarded vendor(s). However, if the vendor(s) do not meet our requirements, we reserve the right to go outside the contract. (Answered: Dec 7, 2016 9:43:28 AM MST)

Question 3

In section 2.3.5 the requirement stated is 100% acrylic pigment. Are you meaning 100% acrylic resin? Pigments contain no acrylics. (Submitted: Dec 7, 2016 4:08:15 PM MST)

Answer

- The correct description would be "100% acrylic resin." (Answered: Dec 8, 2016 8:35:13 AM MST)

Question 4

Will the County consider a proposal that includes the offering of our Paint/Sundries department which would be extracted from any existing proposal offering/contract we may have with the County? (Submitted: Dec 8, 2016 1:22:19 PM MST)

Answer

- Yes, the County will accept such an offering; however, it is our intent to keep Paint and Paint Supplies as a totally independent contract. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 5

As a result of the above will the County consider terms/benefits associated with the Paint solicitation that will be consistent with an existing proposal/contract we may have with the County? (Submitted: Dec 8, 2016 1:22:27 PM MST)

Answer

- Please refer to Question 4. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 6

Through retail most items will be picked up, delivery if requested can be accommodated with potential charges identified prior to the completion of an order "is that acceptable as long as it is explained clearly? (Submitted: Dec 8, 2016 1:22:39 PM MST)

Answer

- Yes. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 7

Regarding 3.11 "installation services normally carry a one year workmanship warranty, but product warranties are normally through the manufacturer. Will that be considered in a submittal as long as it is explained clearly? (Submitted: Dec 8, 2016 1:22:52 PM MST)

Answer

- Yes. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 8

On background checks, in some instances would the County consider the detailed background check process utilized by the offerer in lieu of additional background checks? (Submitted: Dec 8, 2016 1:23:01 PM MST)

Answer

- The County will only accept background checks processed from our individual departments. No other background checks will be accepted for staff working in any County facility. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 9

Exhibit 8 and 9 " It is understood the intent of the Exhibits for the FEMA requirements associated with Exhibit 8, and the Exhibit 9 Community Development Block Grant Addendum, will be addressed on an as needed basis directly with FEMA or another federally funded request for an individual order. Inclusion of Exhibit 8 and Exhibit 9 does not mean automatic compliance as a result of the contract award by Maricopa. Please confirm (Submitted: Dec 8, 2016 1:23:11 PM MST)

Answer

- It will be the responsibility of any awarded vendor(s) to comply with these requirements where these funds are utilized. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 10

What type of response would the County be considering regarding substitutes on the requested market basket? (Submitted: Dec 8, 2016 1:23:21 PM MST)

Answer

- Proposers must propose a price on the exact item listed, or a substitute that is substantially similar to the item listed. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 11

There seems to be intent to provide an environmentally preferable products SKU list. Is that the intent or should the Offerers just provide some explanatory detail regarding their preferable products offering? The concern is that providing a SKU list will significantly impact the 200 page maximum submittal (Submitted: Dec 8, 2016 1:23:32 PM MST)

Answer

- No SKU level list is requested. Please answer all questions in the Supplier Information Section 5, Environmental. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 12

Is it required to provide a list of all locations for the Retail offering or is it acceptable to provide a number of locations by state? (Submitted: Dec 8, 2016 1:23:47 PM MST)

Answer

- Please complete Attachment F, Retail Stores and Warehouse Locations. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 13

In Section 2.7, the solicitation states that orders shall be made ready within twenty-four (24) hours of receipt of order for County pick up. All paints, coatings and supplies shall be F.O.B destination; however the County does have the option of picking up the paint products at the Contractor's retail outlet. In Section 3.1, the solicitation states "Delivery shall be F.O.B Destination within six (6) days of receipt." Can you please clarify the expected turnaround time? (Submitted: Dec 8, 2016 2:07:06 PM MST)

Answer

- Section 2.7 refers to orders available for pickup. Section 3.1 refers to orders available for delivery. Different circumstances will allow for different delivery methods. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 14

In Section 2.7, the solicitation states that "the County does have the option of picking up the paint products at the Contractor's retail outlet." In the Pre-Proposal Conference, it was mentioned that retail outlet/storefront/warehouse pick up is preferred, but not required. Can you please confirm that retail outlet/storefront/warehouse pick up is not required? (Submitted: Dec 8, 2016 2:07:44 PM MST)

Answer

- This is preferred, but is not a requirement. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 15

In Section 1.5 Intent, the solicitation states "The intent is for each Proposer to submit its complete product line so that Participating Public Agencies may utilize a wide array of products as is appropriate for their needs." Can you clarify what you mean by "intent is for each Proposer to submit its complete product line" ? Is this limited to paint and paint related items? Does this mean that Proposers should submit a list of all of their products in their response? If this is desired and given the page count limitation of responses, can this be provided electronically on a separate thumb drive? (Submitted: Dec 8, 2016 2:08:47 PM MST)

Answer

- The proposer should include its complete product line that falls within the scope of this solicitation. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 16

Section 5.5 Format and Content " Are there specific sections of the Solicitation (Sections 1.0 through 5.7) which should be included in the supplier's proposal with a written response? (Submitted: Dec 8, 2016 2:09:16 PM MST)

Answer

- Please provide your response to each item in Sections 5.5 and 5.6, as stated in the solicitation. The general format for your proposal should be your response to each question after the question listed. For example, you should describe your delivery capabilities directly following Section 3.1: Delivery. (Answered: Dec 13, 2016 4:36:09 PM MST)

Question 17

Throughout the proposal (in the Word document version), there is reference to Attachment A. There appears to be two Attachment A's including 1) Pricing attachment and 2) Master Agreement (page 58). The Master Agreement referenced on page 58 is not included in the Table of Contents. Is Attachment A's Master Agreement on page 58 intended to be included in the solicitation? (Submitted: Dec 8, 2016 2:09:34 PM MST)

Answer

- The attachment A referred to in the solicitation is Attachment A: Pricing. The attachment A referred to in the U.S. Communities Administration Agreement is the Master Agreement to be attached at the time of award. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 18

Is the Master Agreement's Attachment A on page 58 (in the Word document version) the U.S. Communities Master Agreement or Maricopa County's agreement? If it is Maricopa County's agreement, is this Master Agreement different than Exhibit 3? (Submitted: Dec 8, 2016 2:10:02 PM MST)

Answer

- Attachment A: Master Agreement is the eventual contract Maricopa County will sign with the awarded vendor. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 19

Throughout the proposal (in the Word document version), there is reference to Attachment B. There appears to be two Attachment B's including 1) AGREEMENT/SIGNATURE PAGE (page 18) and 2) SALES REPORT FORMAT (page 59). The Attachment B's SALES REPORT FORMAT is not included in the Table of Contents. Is Attachment B's SALES REPORT FORMAT on page 59 intended to be included in the solicitation? (Submitted: Dec 8, 2016 2:10:25 PM MST)

Answer

- The attachment B referred to in the solicitation is Attachment B: Agreement/Signature Page. The attachment B referred to in the U.S. Communities Administration Agreement is the Sales Report Format. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 20

In Attachment A's Pricing, should we include our product numbers and product descriptions for each of the items listed? If so, where should we notate this? (Submitted: Dec 8, 2016 2:10:56 PM MST)

Answer

- Please add product numbers and descriptions under the Bidder Notes column. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 21

In Attachment A's Pricing, if we do not have an exact or alternate item to propose, should we leave the price field blank? (Submitted: Dec 8, 2016 2:11:18 PM MST)

Answer

- Please enter "No Bid" or "NB" in the price fields. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 22

In Attachment A's Pricing, should we specify if we are providing an alternate brand/product? If so, where should we notate this? (Submitted: Dec 8, 2016 2:11:32 PM MST)

Answer

- Please note any alternate brand/products in your proposal response, and enter "Alternate Brand" or "AB" on Attachment A's Pricing, under Bidder Notes. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 23

Section 2.6's Custom Color Formula Matching's Is color matched tinted paint a requirement? (Submitted: Dec 8, 2016 2:11:48 PM MST)

Answer

- Yes, vendors need to be able to do color matching. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 24

Section 2.7 of the solicitation states that pick up orders must be ready within 24 hours and section 3.1 states that deliveries must be made within 6 days of receipt. Can standard stock colors be made available within 24 hours, with custom colors available within 6 days? (Submitted: Dec 8, 2016 2:12:02 PM MST)

Answer

- Please refer to Question 13. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 25

In Attachment A, there is a section labeled "Paint Sprayer Repairs (Optional)". Can you please clarify what the "Airless paint sprayer: pumps and parts, Cost plus %" is for? Is the intent for suppliers to propose a price for paint sprayers, pumps and parts? (Submitted: Dec 8, 2016 2:12:22 PM MST)

Answer

- Yes. Please note this line item is optional. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 26

In Attachment A, there is a section labeled "Paint Sprayer Repairs (Optional)". Can you please clarify what the "Hourly labor: paint sprayer repair (all types)" is for? Is the intent for suppliers to provide a labor rate to repair paint sprayers? (Submitted: Dec 8, 2016 2:12:36 PM MST)

Answer

- Please refer to Question 25. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 27

In Section 2.11 regarding the labeling of paint, does this requirement apply to only products that are included in Groups I, II, and III? (Submitted: Dec 8, 2016 2:12:51 PM MST)

Answer

- Please see Addendum #1. This will apply to products in Groups I, II, III and IV. Any paint purchased will need the correct labeling. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 28

In Section 2.11 regarding the labeling of paint, can you please define what "Project number" means in requirement 2.11.8? (Submitted: Dec 8, 2016 2:13:05 PM MST)

Answer

- This would refer to any project number that the County agency provides on an order. Project numbers are for tracking purposes, so the agencies can apply the cost to the appropriate work. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 29

In Section 2.11 regarding the labeling of paint, is the information contained on the labels open for discussion and modification? If so, what fields are required and which fields are optional? (Submitted: Dec 8, 2016 2:13:22 PM MST)

Answer

- No. All paints must be labeled as indicated with no modifications. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 30

Through the solicitation, there is reference to "FMD related Contractors". Can you please provide additional details on what you mean by FMD related Contractors? (Submitted: Dec 8, 2016 2:13:37 PM MST)

Answer

- This just means if you are dealing with FMD (Facilities Management Department) directly. Please see Addendum #1. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 31

In order to propose a complete and comprehensive offering of paint and paint related products and services that meet the needs of the County and Participating Public Agencies nationwide, will Maricopa County accept one proposal from two companies with a teaming arrangement? If yes, will Maricopa County allow for the two companies to generate separate invoices for Participating Agencies? (Submitted: Dec 8, 2016 2:13:53 PM MST)

Answer

- The County will accept a proposal that includes a teaming arrangement; however, one company must be identified as the contract holder with the other as a subcontractor. All invoices must come from the contract holder. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 32

In Section 2.4, the solicitation states "Attachment D" COMPOSITION CRITERIA shall be completed by each Contractor to reflect the chemical contents, by weight and volume and other pertinent data of Groups I, II, and III, along with submittal of manufacturer's Product Information Sheet of same. BOTH MUST BE SUBMITTED WITH PROPOSAL. Does this requirement apply to only the items in Groups I, II, and III that are listed in Attachment A? (Submitted: Dec 8, 2016 2:14:13 PM MST)

Answer

- Please see Addendum #1. This will apply to products in Groups I, II, III and IV. (Answered: Dec 13, 2016 4:42:05 PM MST)

Question 33

In Section 2.4, the solicitation states "Attachment D" COMPOSITION CRITERIA shall be completed by each Contractor to reflect the chemical contents, by weight and volume and other pertinent data of Groups I, II, and III, along with submittal of manufacturer's Product Information Sheet of same." Can you clarify how many Attachment D and manufacturer's Product Information Sheets we should be completing? Is it one per product? Or one per manufacturer? (Submitted: Dec 8, 2016 2:14:35 PM MST)

Answer

- Proposers should provide one Manufacturer's Product Information Sheet per product. (Answered: Dec 13, 2016 4:42:05 PM MST)