

RICHMOND HOUSING AUTHORITY (RHA)
Housing Advisory Commission Meeting

DATE: Monday, July 8, 2024, TIME: 3:30 p.m.
LOCATION: Richmond Room (1st floor) 450 Civic Center Plaza, Richmond CA 94804

The meeting will be in person. If you need to access the meeting online the information to access ZOOM is below. Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://ci-richmond-ca-us.zoom.us/j/95620224571?pwd=RjZPTlhBMzd6WEcyVzNuTU9CN3VLUT09>

Passcode: 982517

Or join by phone: Dial (for higher quality, dial a number based on your current location) US: +1 669 444 9171 or +1 669 900 6833 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799

Public comments may be submitted in multiple ways:

1. Via email to aarredondo@rhaca.org **by 1:30 p.m. on July 8, 2024**, or during the meeting as set forth below. Email must contain in the subject line public comments – not on the agenda or public comments – agenda item #. Email must contain in the subject line **public comments – not on the agenda or public comments – agenda item #**.
2. Via mail received by 1:30 p.m. Monday, July 8, 2024, sent to Richmond Housing Authority 450 Civic Center Plaza, Second Floor, Richmond, CA 94804.
3. Via phone voice message received by 1:30 p.m. Monday, July 8, 2024, phone: 510-621-1300. Please leave your comment on the voicemail or with staff member that answers the phone.
4. In person, please fill out a comment card to be called upon when the item is heard.
5. Via zoom during the meeting please press the raise hand function or *9 if accessing by phone when the item gets called.

Comments received by 1:30 p.m. July 8, 2024, during the day of the meeting will be handled as follows:

All email, phone, and mail comments received **by 1:30 p.m. on July 8, 2024**, will be provided to the Commissioners.

Record of all public comments:

All public comments will be considered a public record, put into the official meeting record, and considered before Commission action. All public comments will be available after the meeting as supplemental materials and will be posted as an attachment to the meeting minutes when the minutes are posted.

Accessibility for Individuals with Disabilities

Upon request, the RHA will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language

interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested. Requests should be emailed to aarredondo@rhaca.org or submitted by phone at 510-620-1300. Requests can be made by mail to Gabino Arredondo 450 Civic Center Plaza, 2nd Floor, Richmond, CA 94804. Requests will be granted whenever possible and resolved in favor of accessibility.

Commissioners

**Carol Hegstrom
Chair**

**Jaycine Scott
Vice-Chair**

**Dena Nelson
Secretary**

Philena Cosby

**Cesar Zepeda
Council Liaison**

AGENDA

1. Call to Order and Pledge of Allegiance (1 min.)
2. Roll Call (1 min.)
3. Welcome and Meeting Procedures (1 min.) – Individuals who would like to address the commission on matters not listed on the Agenda may do so under Open Forum. Please file a speaker's card with the note taker prior to the commencement of Open Forum. Individuals, who want to comment on an individual item, please file a speaker's card before the item is called. The standard amount of time for each speaker will be three minutes.
4. Agenda Review and Adoption (4 min.)
The order in which items will be heard may be adjusted at this time. Items may be removed from the Agenda at this time.
5. Approval of Minutes (1 min.)
6. Introduction of Invited Guests
7. Executive Director's Update
8. Housing Advisory Commissioners' Reports (3 min.)
9. Recommendations to the Housing Authority Board of Commissioners (3 min.).
10. Open Forum (Limit to 3 minutes per person)
11. New Business
 - ADOPT a resolution authorizing a standing purchase order with HD Supply for an amount not to exceed \$280,000, for maintenance, repairs, and unit turnover activities ending June 30, 2026.
12. Old Business
 - Asset Repositioning Update
 - Hacienda
 - Nevin Plaza
 - Nystrom
 - Richmond Village

Commissioners

**Carol Hegstrom
Chair**

**Jaycine Scott
Vice-Chair**

**Dena Nelson
Secretary**

Philena Cosby

**Cesar Zepeda
Council Liaison**

13. Next Scheduled Meeting August 12, 2024.

This Commission meets every 2nd Monday at 3:30 p.m. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact ADA Coordinator, at (510) 620-6509 before the meeting date. At 4:30 p.m., any items remaining on the Agenda that require immediate attention may be moved to this time.

HOUSING ADVISORY COMMISSION
Monday, May 13, 2024 – 3:30 PM
450 Civic Center Plaza, Richmond, CA 94804
Zoom

MINUTES

1. Call to order

The meeting was called to order by Housing Advisory Commissioner and Chair Carol Hegstrom at 3:47pm.

2. Roll Call

Present:

Commissioners: Carol Hegstrom (Chair), Dena Nelson (Secretary), Philena Cosby, Jaycine Scott (Vice Chair)

RHA Staff: Gabino Arredondo (RHA Executive Director), Gregory Palomino

Absent:

Commissioner Y'Anad Burrell

Council Liaison Cesar Zepeda

3. WELCOME AND MEETING PROCEDURES

4. AGENDA REVIEW AND ADOPTION – No change.

5. APPROVAL OF MINUTES- March 2024 minutes approved and seconded; motion passes unanimously.

6. INTRODUCTION OF INVITED GUESTS:

None

7. EXECUTIVE DIRECTOR'S UPDATE:

- As part of the PHARS agreement units need to be refurbished. HUD came for a site visit; went to Hacienda, Nevin, Richmond Village, Nystrom.
- Mostly supportive outcome; need to work on the "PIC System that they use to send tenant info to HUD. There are 20 errors for Richmond Village that says there are vacant units that really aren't vacant. HUD is changing to a new platform; want all clean data. RHA has 3 units at Nystrom that they haven't been able to update
- RHA also did their own review - 29 work orders generated
- During HUD review—another 40 work orders generated for addressing in 24 hours! For

example, disallowed double deadlocks; gutter issues; trash, plumbing leaks, etc. Staff took initiative and started working. An additional 20 deficiencies were later reported to RHA by the inspector, but didn't include address or location information. Most issues have been addressed, but some haven't been found.

- HUD inspection outcome- the inspectors/inspection failed so will be re-scheduled. (Note- RHA did not fail, the inspection itself was considered insufficient so will need to occur again, usually about 1 month notice)
- Next steps- relocating some tenants where leaks went unaddressed and turned into bigger problems- eg mold, water bills, etc. Richmond Village is hiring a contractor for an internal pre-inspection.
- New scoring for inspections. If RHA passes the inspection, then in future years may not need to do PHARS agreements

8. HOUSING ADVISORY COMMISSIONERS' REPORTS

- Commissioner Scott- Three occasions where doors of units under construction are wide open; one time storage unit open; reported to Security, but sometimes not acting. Concerns about maintenance person processing a rent check or giving rent to security at front entrance. Concern about availability of EAH staff during scheduled hours.
- Commissioner Cosby- dates on lease? new leases? concern about rush on signing leases and possibility of hidden disclosures, for example related to asbestos. Tenant complaints about accommodations.
- Now EAH is having resident meetings

9. HOUSING ADVISORY COMMISSIONER APPOINTMENTS

None

10. PRESENTATIONS

11. RECOMMENDATIONS TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

None

12. OPEN FORUM

- Cordell Himler: invitation to Contra Costa conference. request for Nevin Plaza and Nystrom Village updates

13. OLD BUSINESS

Director Arredondo:

- Nevin Plaza- site visit with HUD went well
- Nystrom- RHA office broken into

9. NEW BUSINESS

Director Arredondo:

- Update to Housing Advisory Commission stipends to \$25 and Board of Commissioners tenant representative to \$50. Measure passes unanimously. July 1 2023, retroactive payments.
- Annual Plan - will send a copy out. RHA is catching up.

10. NEXT SCHEDULED MEETING

Monday June 10th, 2024

11. ADJOURNMENT

4:44pm



Richmond Housing Authority
Economic Development

AGENDA REPORT

DATE:	July 2, 2024
TO:	Chair Martinez and Members of the Richmond Housing Authority Board of Commissioners
FROM:	Nannette Beacham, Economic Development Director Gabino Arredondo, RHA Interim Executive Director
Subject:	Standing Purchase Order (PO) For Maintenance, Repair, And Unit Turnover Activities For Public Housing Sites
FINANCIAL IMPACT:	The proposed expenditure will be funded from the RHA Operating Budget and Capital Fund (FY 24-25 \$80,000 42141191-400385 \$60,000 44545191-400385; FY 25-26 \$80,000 42141191-400385 \$60,000 44545191-400385).
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE ISSUE:	The Richmond Housing Authority (RHA) is seeking approval to establish a standing purchase order with HD Supply for maintenance, repair, and unit turnover activities for RHA Public Housing sites.
RECOMMENDED ACTION:	ADOPT a resolution authorizing a standing purchase order with HD Supply for an amount not to exceed \$280,000, for maintenance, repairs, and unit turnover activities ending June 30, 2026 - Richmond Housing Authority (Gabino Arredondo 621-1300).

DISCUSSION:

The RHA is seeking approval of a purchase order to support the on-going maintenance and repair supplies for unit turnover activities at RHA public housing sites (Nystrom Village). The HD Supply maintenance supplies have been bid by the Omnia (formerly US Communities) Piggybackable contract (Attachment 2). The RHA's utilization of the Omnia (formerly US Communities) Piggybackable contract eliminates the cost associated with going out to bid and reduces the lead-time in obtaining the products. The purchase order amounts with HD Supply are proposed for an amount not to exceed \$280,000 over two fiscal years ending June 30, 2026.

ATTACHMENTS:

Attachment 1 - Resolution

Attachment 2 - Omnia (formerly US Communities) Piggybackable contract Maricopa County

Attachment 3 - Cooperative Procurement Justification

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE STANDING PURCHASE ORDERS WITH HD SUPPLY FOR AN AMOUNT NOT TO EXCEED \$280,000, FOR MAINTENANCE, REPAIRS, AND UNIT TURNOVER ACTIVITIES ENDING JUNE 30, 2026

WHEREAS, Richmond Housing Authority (RHA) owns and manages 100 units of rental housing; and

WHEREAS, RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, RHA remains obligated and committed to performing all HUD required functions, and providing quality service to local program participants; and

WHEREAS, RHA has a need for the maintenance and repairs supplies to support daily maintenance and unit turnover activities at Public Housing site, Nystrom Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT the Interim Executive Director is hereby authorized to execute standing purchase orders with HD Supply for an amount not to exceed \$280,000, for maintenance, repairs, and unit turnover activities ending June 30, 2026.

BE IT FURTHER RESOLVED that the Interim Executive Director is hereby authorized to take all actions necessary to implement this resolution.

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on July 2, 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

Attest:

Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. _____** finally passed and adopted at a Special Housing Authority Meeting held on July 2, 2024.

CLERK OF THE HOUSING AUTHORITY

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

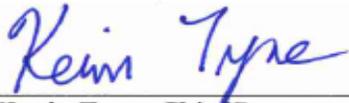
DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, Ltd., Florida Limited Partnership ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1th day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

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

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this Contract or as a matter of law. The provisions of this clause shall survive the expiration or termination of this Contract.

2.0 FEE ADJUSTMENTS:

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

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

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

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

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

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

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

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

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

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

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

3.5 APPLICABLE TAXES:

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

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

responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

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

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor based on applicable law and pursuant to tax exemption regulations. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

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

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

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

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

- 3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.
- 3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

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

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any actual and direct claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, to the extent caused by negligent acts, errors, omissions, or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly employed by them, or anyone for whose acts they may be liable, except to the extent such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Contractor's obligation to indemnify, defend and hold harmless County shall not apply in cases of County's negligence or intentional misconduct. Further, Contractor shall not be so obligated and specifically disclaims any liability for claims that are due to: building design and/or construction, product misuse, misapplication of the product, improper site or surface preparation, improper selection of product and/or color, or improper maintenance. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification extends to the negligence of County.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State

of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds, except where such agent or representative is a contractor or subcontractor retained by the County.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service, except where such agent or representative is a third-party contractor or subcontractor retained by the County.

6.2.8 **Commercial General Liability.**

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

6.2.9 **Automobile Liability.**

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

6.2.10 Workers' Compensation.

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

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

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the CONTRACTOR, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and Commercial Umbrella insurance, if necessary, in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builder's Risk insurance shall be maintained until completion of the units under construction subject to the agreement as complete. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

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

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

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

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall provide prior written notice of cancellation to Maricopa County based on state guidelines. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation-

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

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

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

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

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

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

6.4 FORCE MAJEURE

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

labor dispute, strike, interruption or failure of electricity or telecommunication service.

- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 Notwithstanding the foregoing, with respect to materials provided hereunder, Contractor is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Contractor shall pass through to County any transferrable manufacturer's standard warranties with respect to goods purchased hereunder. COUNTY AND PERSONS CLAIMING THROUGH COUNTY SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF COUNTY AND PERSONS CLAIMING THROUGH COUNTY FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF COUNTY OR THE PERSON CLAIMING THROUGH COUNTY SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY, AND COUNTY'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY COUNTY OR BY COUNTY'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON CONTRACTOR'S INTERPRETATION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, COINCIDENTAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAYED DAMAGES, EVEN IF SUCH

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

6.6 INSPECTION OF SERVICES:

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

~~6.7 REQUIREMENTS CONTRACT:~~

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

6.8 Background Check:

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

6.9 Suspension of Work

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

6.10 Stop Work Order

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

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

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

6.12 TERMINATION FOR DEFAULT:

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

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised

if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

6.14 CONTRACTOR LICENSE REQUIREMENT:

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

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

6.15 SUBCONTRACTING:

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

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

6.16 AMENDMENTS:

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

6.17 ADDITIONS/DELETIONS OF SERVICE:

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

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

6.18 VALIDITY:

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

6.19 SEVERABILITY:

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

6.20 RIGHTS IN DATA:

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

6.21 NON-DISCRIMINATION:

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

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

~~6.22 ISRAEL BOYCOTT:~~

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

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

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

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

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

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

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

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

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

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

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

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

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

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

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

6.27 **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

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

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

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

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

6.29 **AUDIT DISALLOWANCES:**

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

6.30 OFFSET FOR DAMAGES;

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

6.31 PUBLIC RECORDS:

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

6.32 PRICES:

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

6.33 INTEGRATION:

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

6.34 RELATIONSHIPS:

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

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

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

6.35 GOVERNING LAW:

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

6.36 ORDER OF PRECEDENCE:

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

6.37 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.38 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.38.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.38.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.39 PURCHASE ORDERS:

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

6.40 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

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

- 6.41.1 Exhibit A, Pricing;
- 6.41.2 Exhibit B, Scope of Work;
- 6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

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

For County:
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

with a copy to:

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

HD Supply Facilities Maintenance, Ltd.
3400 ~~3100~~ Cumberland Blvd, ~~Suite 1700~~
Atlanta, GA 30339
Attn: Legal

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

CONTRACTOR



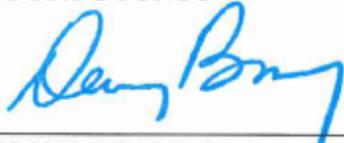
AUTHORIZED SIGNATURE

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

101 Riverview Parkway, Santee, CA 92071
ADDRESS

12/15/2016
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:



CLERK OF THE BOARD 01/17

JAN 17 2017

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

 JAN 12, 2017
DATE

EXHIBIT A

PRICING

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

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

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

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

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

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

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

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

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

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

		Safety Products - Traffic Safety		5	%
		Safety Products - Safety Storage		10	%
		Signage - Traffic Signs		5	%
		Signage - Interior Signs		5	%
		Signage - Specialty Signs		5	%
		Signage - Exterior Signs		5	%
		Signage - Sign Post		5	%
		Signage - Safety Signs		5	%
		Textiles - Mattress Pads Covers Toppers		5	%
		Textiles - Towels		5	%
		Textiles - Sheets		5	%
		Textiles - Pillows And Protectors		5	%
		Textiles - Blankets		5	%
		Textiles - Top Of Bed		5	%
		Textiles - Table Line		5	%
		Textiles - Robes And Slippers		5	%
1.18	Category 18	In Store Services		0	%
		Fab - Kitchen Cabinets		0	%
		Fab - Countertops		0	%
		Mirror/Glass Fabrication		0	%
		Fab - 5/8"TF Cabinet Doors & Fronts		0	%
		Fab - Cabinet Drawer Boxes		0	%
		Fab - Cabinet Doors & Fronts		0	%
		Bypass Doors Fabrication		0	%
		Screening Fabrication		0	%
		Fab-Interior Slab Bypass Doors		0	%

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

**EXHIBIT B
SCOPE OF WORK**

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

1.0 INTENT:

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

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

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

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

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

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

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

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

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

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

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

2.0 SCOPE OF WORK:

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

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

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

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

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

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

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

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

2.2.7 Service Providers (Labor):

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

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

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

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

2.2.7.4.1 National Employee Database

2.2.7.4.2 SSN Verification

2.2.7.4.3 National Criminal Database Check

2.2.7.4.4 Two County Search

2.2.7.4.5 Sex Offender Search

2.2.7.4.6 Annual Review (National Criminal Database)

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

2.2.7.4.8 Financial Background

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

2.3 PRODUCT CATEGORIES:

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

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

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

2.3.1 CATEGORY 1: APPLIANCES

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

2.3.2 CATEGORY 2: BUILDING MATERIALS

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

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

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

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

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

2.3.17 CATEGORY 17: MISCELLANEOUS

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

2.3.18 CATEGORY 18: IN STORE SERVICES

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

2.4 PRODUCT ORDERING:

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

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

Internet

Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

~~Wholesale:~~

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

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

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

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

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

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

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

2.6 ON-LINE CATALOG DISCOUNT PRICING:

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

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

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

2.7.2 All quotations shall be for a “not to exceed” amount.

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

2.8 SALES REPORTING:

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

2.8.1 Sales Dollars

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

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

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

2.10 DELIVERY, FREIGHT REQUIREMENTS:

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

2.10.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

- 2.10.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.10.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.10.6.1 Contract Serial number
 - 2.10.6.2 Contractor's name and address
 - 2.10.6.3 Participating Public Agency's name and address
 - 2.10.6.4 Participating Public Agency's purchase order number
 - 2.10.6.5 A description of product(s) shipped, including item number(s), quantity(ies), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

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

3.3 INSTALLATION: (If required):

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

3.4 ACCEPTANCE: (If required):

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

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.
- 3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

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

3.6 TRAINING:

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

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract.

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

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

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship which becomes or is found to be defective during the term of this warranty.

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

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

3.8 USAGE REPORT:

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

~~16154 EXHIBIT C~~

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

~~1.0 HOURS OF SERVICE:~~

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

~~2.0 RESPONSE TIMES:~~

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

~~3.0 TRIP CHARGE:~~

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

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

~~4.0 CONTRACTOR REQUIREMENTS:~~

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

- ~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- ~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~
- ~~4.4.1 Shirt/blouse~~
 - ~~4.4.2 Vest~~
 - ~~4.4.3 Cap~~
- ~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- ~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- ~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~
- ~~5.0 BUILDING SECURITY (KEYS):~~
- ~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- ~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- ~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- ~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- ~~5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~
- ~~6.0 SALVAGE:~~
- ~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~
- ~~7.0 INVOICES AND PAYMENTS:~~
- ~~Invoices are required to contain the following information and should be e mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.~~
- ~~7.1 Company name, address and contact information~~
- ~~7.2 County bill to name and contact/requestor information~~

~~7.3 — Building Name and Building Number~~

~~7.4 — County purchase order number~~

~~7.5 — County contract number~~

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

~~7.7 — Invoice number and date~~

~~7.8 — Date of service or delivery~~

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

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

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

~~7.12 — Arrival and completion time~~

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

~~7.14 — Payment Terms~~

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

~~8.0 — CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

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

16154 EXHIBIT C**FACILITIES MANAGEMENT REQUIREMENTS**

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS, AFTER HOURS, WEEKEND** or **HOLIDAYS**, Contractor shall respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day.
- 2.4 Contractors shall respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00 (one per work order) are permitted when Time and Materials work is requested at the following sites ONLY:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguario)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 DEAD END CHARGE:

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The

Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The County will inspect vendor facilities prior to award and reserves the right to make award based on the condition and quality of vendor facilities and equipment.
- 5.7 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.8 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.
- 5.9 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
- Shirt/blouse
 - Vest
 - Cap

- 5.10 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 5.11 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 **BUILDING ACCESS:**

- 6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. Keys, badges, or access cards will be provided per the following guidelines:
- 6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.
- 6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.
- 6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 6.5 Once this Contract is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.
- 6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

8.0 **DELIVERY:**

- 8.1 Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.
- 8.2 Exceptions to delivery schedule will be special order items that must be identified to the County.
- 8.3 Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.

8.4 Delivery will be made to the following address:

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009**

**Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.**

9.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

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

9.2 Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.

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

- Company name, address and contact information
- County bill-to name and contact/requestor information
- Building name and building number
- County purchase order number
- Contract or BidSync agreement number
- Maximo (Facilities Management) work order number
- Invoice number and date
- Date of service or delivery (for Project work: use “Completion date”)
- Description of services performed
- Line item description of parts and materials (Time and Materials work)
- Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)
- Total amount due with tax amounts separated (Time and Materials work).
*On a separate line, clearly indicate the tax rate being applied
- Payment Terms as stated in the Contract

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

9.5 Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV

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

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

- 9.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**
- 9.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

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

PRICING SHEET: NIGP CODE 45041

Terms:	2% 10 DAY NET 30 DAYS
Vendor Number:	VC0000004973
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.

2.52.328 Cooperative Procurement Justification

Section 2.52.328 of the City of Richmond's Procurement code specifically allows the awarding of contracts without following normal bidding procedures when the services are acquired from, or in cooperation with, another government agency that has acquired the services through competitive bidding.

A piggyback purchase with HD Supply Facilities Maintenance is in RHA's best interest for the following reasons:

- Facilities maintenance, lighting products, industrial supplies and tools were competitively solicited.
- It is very time consuming and costly to issue a competitive solicitation for Maintenance and hardware supplies.
- The City will not prepare a contract because there are no services required. All products will be purchased with a credit card/purchase order.