

To: Pinal County Board of Supervisors  
From: Kristen Grieco, Procurement Officer  
Date: February 19, 2025  
Re: Contract Award of RFP #251730 Court Ordered Evaluations

### Background

Request for Proposal 251730 was published to solicit proposals from qualified suppliers to provide Court Ordered Evaluations for the Public Fiduciary Department.

### Selection Process

Four (4) proposals were received and opened on January 15, 2025, at 2:05 pm. Three (3) proposals\*\* were deemed responsive and responsible and were evaluated by a three (3) person committee. Proposals were scored on Method of Approach, Capacity of the Responder, Cost and Conformance to Terms and Conditions. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

### Responders:

Community Bridges, Inc.  
Griffiths, Prince & Associates Consulting  
Horizon Health and Wellness  
Elevated Synergy Group\*\* (non responsive)

### Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 251730RFP Court Ordered Evaluations to Community Bridges, Inc. and Horizon Health and Wellness. The term of the proposed contract is an initial one (1) year term beginning March 22, 2025 through March 21, 2026 with four (4) one-year optional extensions. The estimated cost to the County for the initial contract term is \$1,100,000.

The Board is also requested to authorize the Office of Budget and Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to Kristen Grieco, Procurement Officer.

### **Office of Budget and Finance**

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132  
T 520-866-6250 F 520-866-6944

[www.pinal.gov](http://www.pinal.gov)



Respectfully submitted,

*Kristen Grieco*

Kristen Grieco  
Procurement Officer  
(520) 866-6639  
Kristen.Grieco@pinal.gov

Attachment: Evaluation and Award Determination

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**RFP 251730 Court Ordered Evaluations  
Evaluation and Award Determination**

In accordance with the Pinal County Procurement Code, Community Bridges, Inc. and Horizon Health and Wellness have been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

|                                      | <b>Total</b>       | <b>Capacity of the Responder</b> | <b>Method of Approach</b> | <b>Conformance</b> | <b>Cost</b>      |
|--------------------------------------|--------------------|----------------------------------|---------------------------|--------------------|------------------|
| <b>Supplier</b>                      | <b>/ 1,000 pts</b> | <b>/ 280 pts</b>                 | <b>/ 520 pts</b>          | <b>/ 100 pts</b>   | <b>/ 100 pts</b> |
| Community Bridges, Inc.              | 852                | 249                              | 415                       | 100                | 88               |
| Horizon Health and Wellness          | 790                | 258                              | 335                       | 100                | 97               |
| Griffiths, Prince & Assoc Consulting | 415                | 63                               | 170                       | 100                | 82               |
| Elevated Synergy Group**             | 143                | 0                                | 0                         | 100                | 43               |

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Kristen Grieco.

Kristen Grieco  
Procurement Officer  
(520) 866-6639  
Kristen.Grieco @pinal.gov

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## Contract 251730RFP Court Ordered Evaluations

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Community Bridges, Inc. (Contractor), whose primary address is 1855 W. Baseline Road, Mesa, AZ 85202.

1. **CONTRACT TERM.** The resultant contract term will commence on March 22, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **CONTRACT TYPE.**

**Firm-Fixed Lump Sum Price.** The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an mitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

## 5. INVOICING AND PAYMENTS.

### 5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Contract Pricing form with the following stated information:
  - i. Date of Service
  - ii. Number of Service Days
  - iii. MH Court Number if Court Ordered Evaluation or Date of Birth if Pre-Petition Screening

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)  
Pinal County Office of Budget & Finance  
Attn: Accounts Payable  
PO Box 1348  
Florence, AZ 85132

### 5.2 Milestones and Retainage. N/A

### 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

### 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

### 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
  - b. Contract
  - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
  - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
  - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
  - f. Other Contract Exhibits
  - g. Orders, in reverse chronological order

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
13. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
14. **CONTRACT ADMINISTRATION AND OPERATION.**

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

| County                                                                     | Contractor                                                 |
|----------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Name:</b> Kristen Grieco                                                | <b>Name:</b> Megan Lee                                     |
| <b>Address:</b><br>31 N. Pinal Street<br>PO Box 1348<br>Florence, AZ 85132 | <b>Address:</b><br>1855 W. Baseline Road<br>Mesa, AZ 85202 |
| <b>Title:</b> Procurement Officer                                          | <b>Title:</b> Grants Manager                               |
| <b>Email:</b> Purchasing@Pinal.gov                                         | <b>Email:</b> grd@cbridges.com                             |

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where

an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to

Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

#### 14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
  - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
  - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County



makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the 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 are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.



- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

## 15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.
- (1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit (CSL) 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 under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (3) **Workers' Compensation and Employer's Liability.**

|                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employer's Liability    |             |
| Each Accident           | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |
| Disease – Policy Limit  | \$1,000,000 |

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

- (4) **Professional Errors and Omissions Liability.** Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- (5) **Public Health Information Liability.** Contractor shall obtain no later than one (1) month from Effective Date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$ 1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage. A copy of such policy or certificate evidencing the policy shall be provided to District upon written notice.

- b. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor 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 rating of not less than A-6. 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 the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. **Excusable Delay is Not a Default.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. **Default Diminishes Relief.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

- 16.7 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
  - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the foregoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
    - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
    - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.



- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

- 17.6 **Intellectual Property.** Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 **Compliance with Applicable Laws, Licensing and Permits.** Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 **Lobbying.** Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for



lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.

- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

## 18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor’s non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

## 19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be



effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
  - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
  - c. Make satisfactory progress in carrying out the work; or
  - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work

accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

## 20. CONTRACT CLAIMS

- 20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



**PINAL COUNTY**

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PINAL COUNTY**  
31 N. Pinal Street  
Florence, AZ 85132

**COMMUNITY BRIDGES, INC.**  
1855 W. Baseline Road  
Mesa, AZ 85202

BY: Stephen Q. Miller  
(Name)

BY: John Hogeboom  
(Name)

Chairman, Pinal County Board of Supervisors  
(Title)

President and CEO  
(Title)

(Signature)  
(Signature)

(Signature)  
(Signature)

DATE: 2/19/2025

DATE: 1/28/2025

Approved as to Legal Content:

(Signature) 1/30/25  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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To be included as a separate exhibit to the contract.  
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B  
Contract Pricing

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To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

## Contract 251730RFP Court Ordered Evaluations

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Horizon Health and Wellness, (Contractor), whose primary address is 625 N. Plaza Drive, Apache Junction, AZ 85120.

1. **CONTRACT TERM.** The resultant contract term will commence on March 22, 2025, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

**Firm-Fixed Lump Sum Price.** The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.
4. **PRICING**
  - 4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.
  - 4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and



profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an mitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted sixty (60) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. Requests for price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

## 5. INVOICING AND PAYMENTS.

### 5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Contract Pricing form with the following stated information:
  - i. Date of Service
  - ii. Number of Service Days
  - iii. MH Court Number if Court Ordered Evaluation or Date of Birth if Pre-Petition Screening

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

[financeinvoices@pinal.gov](mailto:financeinvoices@pinal.gov)  
Pinal County Office of Budget & Finance  
Attn: Accounts Payable  
PO Box 1348  
Florence, AZ 85132

### 5.2 Milestones and Retainage. N/A

### 5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

### 5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

### 5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

- 5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 5.8 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County
9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
  - b. Contract
  - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
  - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
  - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
  - f. Other Contract Exhibits
  - g. Orders, in reverse chronological order

10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.
12. **NO PAROLE EVIDENCE.** The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
13. **NO WAIVER.** Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.
14. **CONTRACT ADMINISTRATION AND OPERATION.**

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

| County                                                                     | Contractor                                                         |
|----------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Name:</b> Kristen Grieco                                                | <b>Name:</b> Mary Jo Silcox                                        |
| <b>Address:</b><br>31 N. Pinal Street<br>PO Box 1348<br>Florence, AZ 85132 | <b>Address:</b><br>625 N. Plaza Drive<br>Apache Junction, AZ 85120 |
| <b>Title:</b> Procurement Officer                                          | <b>Title:</b> Chief Strategic Initiatives Officer                  |
| <b>Email:</b> Purchasing@Pinal.gov                                         | <b>Email:</b> maryjo.silcox@hhwaz.org                              |

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

- 14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where

an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

- 14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to

Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

- b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

#### 14.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
  - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
  - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

- (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
- (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
- (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County



makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

- 14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the 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 are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if

that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on County Premises.

- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
- b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.



- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

## 15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
  - b. Revision to Procurement Officer appointment or contact information; or
  - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

## 16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

- a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.
- (1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit (CSL) 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 under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (3) **Workers' Compensation and Employer's Liability.**

|                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employer's Liability    |             |
| Each Accident           | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |
| Disease – Policy Limit  | \$1,000,000 |

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

- (4) **Professional Errors and Omissions Liability.** Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- (5) **Public Health Information Liability.** Contractor shall obtain no later than one (1) month from Effective Date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$ 1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage. A copy of such policy or certificate evidencing the policy shall be provided to District upon written notice.

- b. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

- c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.
- d. Acceptability of Insurers. Contractor 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 rating of not less than A-6. 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 the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Public Health Information Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities ("Indemnitees"), costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind, including but not limited to, personal injury or property damage, loss or injury, including death, violations of HIPAA (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Contractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Contractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

16.5 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

#### 16.6 Force Majeure.

- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. **Excusable Delay is Not a Default.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. **Default Diminishes Relief.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

- 16.7 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

### 17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
  - a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

- b. Be free from defects of material and workmanship;
- c. Conform to or perform in a manner consistent with current industry standards; and
- d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the foregoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
    - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
    - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.



- b. **Personally Identifiable Information.** Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

- c. **Protected Health Information.** Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

- 17.6 **Intellectual Property.** Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 **Compliance with Applicable Laws, Licensing and Permits.** Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 **Lobbying.** Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for



lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.

- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

## 18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor’s non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

## 19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be



effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;
  - b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
  - c. Make satisfactory progress in carrying out the work; or
  - d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work

accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

## 20. CONTRACT CLAIMS

- 20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



## PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PINAL COUNTY**  
31 N. Pinal Street  
Florence, AZ 85132

**HORIZON HEALTH AND WELLNESS**  
625 N. Plaza Drive  
Apache Junction, AZ 85120

BY: Stephen Q. Miller  
(Name)

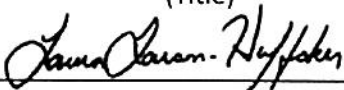
Chairman, Pinal County Board of Supervisors  
(Title)

\_\_\_\_\_  
(Signature)

DATE: 2/19/2025

BY: Laura Larson-Huffaker  
(Name)

CEO  
(Title)

  
(Signature)

DATE: 1/29/2025

Approved as to Legal Content:

 1/30/25  
Pinal County Attorney's Office (Date)

Exhibit A  
**Scope of Work**

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To be included as a separate exhibit to the contract.  
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B  
Contract Pricing

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To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C  
**Responder's Proposal**

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To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

To: Pinal County Board of Supervisors

From: Lorina Gillette, CPPB, Procurement Officer

Date: February 19, 2025

Re: Contract Amendment for RFP #232928 Federal Lobbyist Services

It is requested the Board approve a contract term extension with Capitol Strategies, LLC who provides Federal Lobbyist Services for the County Managers Office.

The County has spent approximately \$96,000.00 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on February 28, 2025. The new term, if approved, will begin on March 1, 2025, and will continue through February 28, 2026. After this extension, two (2) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Lorina Gillette*

Lorina Gillette, CPPB  
Procurement Officer  
(520) 866-6262  
Lorina.Gillette@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132  
T 520-866-6250 F 520-866-6944

[www.pinal.gov](http://www.pinal.gov)



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
(520) 866-6008

**Contract: 232928RFP**  
**Amendment # 1**  
Procurement Officer: Lorina Gillette, CPPB  
Lorina.Gillette@pinal.gov

### Federal Lobbyist Services

Contractor Name: **Capitol Strategies, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to February 28, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>X</b>                          | <b>X</b> February 19, 2025 |
| Stephen Q. Miller, Chairman       | Date                       |
| Pinal County Board of Supervisors |                            |

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: February 19, 2025

Re: Contract Amendment for RFP #242729 Landscaping Services

It is requested the Board approve a contract term extension with Epifini Landscaping, Inc. who provides Landscaping Services for Pinal County Departments Countywide .

The County has spent approximately \$150,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 5, 2025. The new term, if approved, will begin on March 6, 2025, and will continue through March 5, 2026. After this extension, three (3) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Eric Zander*

Eric Zander, CSCP  
Procurement Officer  
(520) 866-6644  
Eric.Zander@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132  
T 520-866-6250 F 520-866-6944

[www.pinal.gov](http://www.pinal.gov)



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
(520) 866-6008

**Contract: #242729 RFP**  
**Amendment # 1**  
Procurement Officer: Eric Zander, CSCP  
Eric.Zander@pinal.gov

### Landscaping Services

Contractor Name: **Epifini Landscaping, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 5, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>X</b>                          | <b>X</b> February 19th, 2025 |
| Stephen Q. Miller, Chairman       | Date                         |
| Pinal County Board of Supervisors |                              |

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: February 19, 2025

Re: Contract Amendment for RFP #243628 Courier Services

It is requested the Board approve a contract term extension with Mercury Delivery Services who provides Courier Services for the Pinal County Library and Countywide Departments.

The County has spent approximately \$100,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 5, 2025. The new term, if approved, will begin on March 6, 2025, and will continue through March 5, 2026. After this extension, three (3) one-year optional extensions will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

*Eric Zander*

Eric Zander, CSCP  
Procurement Officer  
(520) 866-6644  
Eric.Zander@pinal.gov

Office of Budget and Finance

31 N. Pinal Street, Building A, P.O. Box 1348, Florence, AZ 85132  
T 520-866-6250 F 520-866-6944

[www.pinal.gov](http://www.pinal.gov)



## Contract Amendment

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The Office of Budget and Finance – Purchasing Division  
31 N. Pinal Street, PO Box 1348  
Florence, AZ 85132  
(520) 866-6008

**Contract: #243628 RFP**  
**Amendment # 1**  
Procurement Officer: Eric Zander, CSCP  
Eric.Zander@pinal.gov

### Courier Services

Contractor Name: **Mercury Delivery Services**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 5, 2026.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>X</b>                          | <b>X</b> February 19th, 2025 |
| Stephen Q. Miller, Chairman       | Date                         |
| Pinal County Board of Supervisors |                              |



## Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**253639**

This number must appear on all documents pertaining to this order.

**PO Date: 1/28/2025**

**Page: 1 of 2**

| Mail Invoice to:                                                                                                                                                                            | Ship to:                                                                           | Supplier:                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a> | PUBLIC WORKS- ADMIN OFFICES<br>85 N. FLORENCE ST<br>2ND FLOOR<br>FLORENCE AZ 85132 | EMPIRE MACHINERY<br>PO BOX 842381<br>LOS ANGELES CA 90084-2381 |

Phone: 602 - 898-4789

Fax: 602 - 898-4637

**Confirming to:**

|                                                                                                                                                       |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Buyer:</b> Maegan Queen, Buyer<br><b>Phone:</b> 520 - 866-6265<br><b>Email:</b> <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a> | <b>Requested Delivery Date:</b> 1/28/2025<br><b>Payment Terms:</b> Net 30<br><b>Shipping Terms:</b> FOB Destination |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** Omnia Partners  
**Contract Number** 212816-01  
**Contract Expiry** 10/2/2026

**Reference:**

2 - 2025 Trail King TK24LP Backhoe Trailer, 2 - 2025 Trail King TKT16U Tilt-Utility Trailer

Vendor Contact Information: Joe Flores (760)457-6005 [Joe.Flores@empire-cat.com](mailto:Joe.Flores@empire-cat.com)

Department Contact: Jim Stalter (520)866-7037 [Jim.Stalter@pinal.gov](mailto:Jim.Stalter@pinal.gov) | Michele Kim (520)866-6453 [Michele.Kim@pinal.gov](mailto:Michele.Kim@pinal.gov)

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

| Line | Quantity | UOM | Item Number | Item Description                               | Unit Cost   | Extended Cost |
|------|----------|-----|-------------|------------------------------------------------|-------------|---------------|
| 1    | 2.00     | EA  | 11201       | 2025 Trail King TK24LP<br>Backhoe Trailer      | \$32,000.00 | \$64,000.00   |
| 2    |          | LS  |             | Sales Tax                                      | \$0.00      | \$5,490.00    |
| 3    | 2.00     | EA  |             | F.E.T                                          | \$3,840.00  | \$7,680.00    |
| 4    |          | LS  |             | Freight                                        | \$0.00      | \$4,000.00    |
| 5    | 2.00     | EA  | 13925       | 2025 Trail King TKT16U<br>Tilt-Utility Trailer | \$22,300.00 | \$44,600.00   |
| 6    |          | LS  |             | Sales Tax                                      | \$0.00      | \$3,920.40    |
| 7    |          | LS  |             | Freight                                        | \$0.00      | \$3,800.00    |

**Total Order : \$133,490.40**

**NOTE :**

Failure to send invoice to above address will result in delay of payment.

Direct all payment questions to Accounts Payable at 520-866-6397.

Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



**To:** Pinal County

**Attn:** Jim Stalter  
**Phone:** 520-251-2259

**Fax:**  
**Email:** Jim.stalter@pinalcountyaz.gov  
**PO #:**

**Issued:** January 16, 2025

**Quote #:** TK-89155.01

**Ref:** TKT16U - Pinal County

**Contact:** Joe Flores  
**Phone:** 760-457-6005

**Fax:**  
**Email:** [Joe.flores@empire-cat.com](mailto:Joe.flores@empire-cat.com)

**Est.** Pending  
**Comp.**

**Expires:** February 28, 2025

**FOB:** Factory

## **\*\*TKT16U Tilt-Utility Trailer, 16,000 lb capacity**

### **13925-TKT16U\_New**

13925 - STANDARD EQUIPMENT  
 Structural steel main frame  
 Steel crossmembers

Red and white conspicuity markings

### **13925-Base**

| Item # | Category  | Description                                       | Weight (lbs) | Qty | Unit Price | Total |
|--------|-----------|---------------------------------------------------|--------------|-----|------------|-------|
| 13925  | Open Deck | **TKT16U Tilt-Utility Trailer, 16,000 lb capacity |              |     |            |       |

### **13925-General**

| Item # | Category      | Description                                   | Weight (lbs) | Qty | Unit Price | Total |
|--------|---------------|-----------------------------------------------|--------------|-----|------------|-------|
| 14469  | Overall Width | 102" overall width, 82" width between fenders |              |     |            |       |
| 14468  | Landing Gear  | 12,000 lb. HD jack with spring foot           |              |     |            |       |
| 08029  | Paint         | GM12 White with black decals                  |              |     |            |       |
| 17866  | Paint         | Zinc-rich Primer                              |              |     |            |       |
| 18508  | Paint         | Red & white conspicuity markings              |              |     |            |       |



# TRUCK & TRAILER

## 13925-Tongue

| Item # | Category | Description                                        | Weight (lbs) | Qty | Unit Price | Total |
|--------|----------|----------------------------------------------------|--------------|-----|------------|-------|
| 11298  | Hitch    | Pintle Eye w/ 5' Tongue; adjustable coupler height |              |     |            |       |
| 14467  | Hitch    | Safety chains with hooks                           |              |     |            |       |
| 11321  | Tongue   | Bolt-on lockable tool box lid                      |              |     |            |       |

## 13925-Deck

| Item # | Category    | Description                                                        | Weight (lbs) | Qty | Unit Price | Total |
|--------|-------------|--------------------------------------------------------------------|--------------|-----|------------|-------|
| 11305  | Deck Length | 20' Deck (4' stationary with 16' tilt deck) - 11 degree load angle |              |     |            |       |
| 14470  | Main Deck   | 23" Loaded deck height                                             |              |     |            |       |
| 14471  | Main Deck   | 4" Safety headboard                                                |              |     |            |       |
| 14472  | Main Deck   | Cushioning cylinder                                                |              |     |            |       |
| 14473  | Main Deck   | Star traction covered approach                                     |              |     |            |       |
| 11309  | Decking     | 1-3/8" Apitong (raised)                                            |              |     |            |       |
| 14474  | Tie Downs   | (6) pair D-rings, 2 pair on stationary deck, 4 pair on tilt deck   |              |     |            |       |
| 11326  | Deck        | Bolt-on spare tire carrier (on side of deck)                       |              |     |            |       |

## 13925-Suspension

| Item # | Category            | Description                 | Weight (lbs) | Qty | Unit Price | Total |
|--------|---------------------|-----------------------------|--------------|-----|------------|-------|
| 14475  | Suspensions / Axles | 8000 lb. Capacity (2 Axles) |              |     |            |       |
| 14476  | Axle Spacing        | 34" Axle spacing            |              |     |            |       |



## TRUCK & TRAILER

|       |                  |                                                                                 |   |
|-------|------------------|---------------------------------------------------------------------------------|---|
| 14478 | Brakes           | 12-1/4" X 3-3/8" electric brakes on both axles, breakaway switch (with battery) |   |
| 08182 | Wheels (outside) | 6.75 x 17.5 8-hole steel disc wheel                                             | 4 |
| 15302 | Spare Wheel      | 6.75 x 17.5 8-hole steel disc wheel (per wheel)                                 |   |
| 13969 | Tires            | Provider 215/75R17.5 - 16 ply                                                   | 4 |
| 16967 | Spare Tires      | Provider 215/75R17.5 - 16 ply (tire only) (per tire)                            |   |

### 13925-Wheel Area

| Item # | Category                    | Description                                         | Weight (lbs) | Qty | Unit Price | Total |
|--------|-----------------------------|-----------------------------------------------------|--------------|-----|------------|-------|
| 14436  | Flaps, Mud Guards & Fenders | 14 ga steel enclosed fenders ( with fender bracket) |              |     |            |       |

### 13925-Lights / Electrical

| Item # | Category            | Description                            | Weight (lbs) | Qty | Unit Price | Total |
|--------|---------------------|----------------------------------------|--------------|-----|------------|-------|
| 11318  | Lights / Electrical | 7 Pole RV style electrical plug        |              |     |            |       |
| 14648  | Lights / Electrical | Grote LED Lights                       |              |     |            |       |
| 18726  | Lights / Electrical | Grote sealed electrical harness system |              |     |            |       |

### 13925-Miscellaneous

| Item # | Category        | Description         | Weight (lbs) | Qty | Unit Price | Total |
|--------|-----------------|---------------------|--------------|-----|------------|-------|
| 14481  | Document Holder | Registration holder |              |     |            |       |



:

#### TOTALS

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Trailer Pricing per: City of \$22,300.00  
Tucson Omnia Partners  
Cooperative Pricing  
Agreement #212816-01:

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**Sales Tax:** \$1,960.20

**F.E.T:** NA

**Freight:** \$1,900.00

---

**Total Sale Price:** \$26,160.20

---

---

**Sign Here:**

---

**Date:**

---





To: Pinal County

Attn: Jim Stalter  
Phone: 520-251-2259  
Fax:  
Email: Jim.stalter@pinalcountyaz.gov  
PO #:  
  
Issued:

Quote #: TK-89186.00

Ref: TK24LP - Pinal County

Contact: Joe Flores  
Phone: 760-457-6005  
Fax:  
Email: [Joe.flores@empire-cat.com](mailto:Joe.flores@empire-cat.com)  
Est. Pending  
Comp.  
Expires: February 28, 2025  
FOB: Factory

---

**\*\*TK24LP TAG, 24,000 lbs. capacity**  
**11201-TK24LP\_New**

**11201-Base**

| Item # | Category  | Description                        | Weight (lbs) | Qty | Unit Price | Total |
|--------|-----------|------------------------------------|--------------|-----|------------|-------|
| 11201  | Open Deck | **TK24LP TAG, 24,000 lbs. capacity |              |     |            |       |

**11201-General**

| Item # | Category      | Description                      | Weight (lbs) | Qty | Unit Price | Total |
|--------|---------------|----------------------------------|--------------|-----|------------|-------|
| 14535  | Overall Width | 102" overall width               |              |     |            |       |
| 08029  | Paint         | GM12 White with black decals     |              |     |            |       |
| 17866  | Paint         | Zinc-rich Primer                 |              |     |            |       |
| 18508  | Paint         | Red & white conspicuity markings |              |     |            |       |

**11201-Tongue**

| Item # | Category | Description | Weight (lbs) | Qty | Unit Price | Total |
|--------|----------|-------------|--------------|-----|------------|-------|
|--------|----------|-------------|--------------|-----|------------|-------|



|       |              |                                                                                   |
|-------|--------------|-----------------------------------------------------------------------------------|
| 14509 | Hitch        | 5' Tongue, pintle eye with adjustable coupler;<br>19" - 30" Hitch Height (Loaded) |
| 14533 | Hitch        | Safety chains with hooks                                                          |
| 14515 | Hitch        | Lockable tool box                                                                 |
| 11334 | Landing Gear | 12K HD jack with spring foot                                                      |
| 14552 | Tongue       | Spare tire carrier on Tongue                                                      |

#### 11201-Deck

| Item # | Category    | Description                                               | Weight (lbs) | Qty | Unit Price | Total |
|--------|-------------|-----------------------------------------------------------|--------------|-----|------------|-------|
| 18723  | Deck Length | 21' Flat Deck                                             |              |     |            |       |
| 14471  | Main Deck   | 4" Safety headboard                                       |              |     |            |       |
| 14517  | Main Deck   | 33" Loaded deck height                                    |              |     |            |       |
| 15782  | Main Deck   | 4" Full width I-beam crossmembers 16" OC mainframe        |              |     |            |       |
| 15785  | Main Deck   | 7" Mill channel outer rail                                |              |     |            |       |
| 15794  | Main Deck   | 10" Mill Beam Mainframe                                   |              |     |            |       |
| 11219  | Beavertail  | Self-cleaning beavertail (includes mudflaps)              |              |     |            |       |
| 18524  | Beavertail  | 5' Beavertail                                             |              |     |            |       |
| 11216  | Decking     | 1-3/8" Apitong (raised)                                   |              |     |            |       |
| 11223  | Ramps       | 19" X 5' Adjustable Black Ladder Style with spring assist |              |     |            |       |
| 13092  | Tie Downs   | 5 Pair bent D-rings (main deck only)                      |              |     |            |       |

#### 11201-Suspension

| Item # | Category | Description | Weight (lbs) | Qty | Unit Price | Total |
|--------|----------|-------------|--------------|-----|------------|-------|
|--------|----------|-------------|--------------|-----|------------|-------|



|       |                     |                                                                                        |   |  |
|-------|---------------------|----------------------------------------------------------------------------------------|---|--|
| 13131 | Suspensions / Axles | 2 Axle, H9700 Spring suspension (TK20/24/40) (49" axle spacing)                        |   |  |
| 14521 | Suspensions / Axles | (2) 12,000 lb. capacity axles                                                          |   |  |
| 14545 | Axle Spacing        | 49" Axle spacing                                                                       |   |  |
| 15738 | Brakes              | Air Brakes 4S/2M (12 1/4 x 7 1/2), must select 17.5" wheels and tires                  |   |  |
| 15353 | Wheels (inside)     | 6.75 x 17.5 8-hole steel disc dual wheel, ILO 6 x 16 steel disc dual wheel (per wheel) | 4 |  |
| 15353 | Wheels (outside)    | 6.75 x 17.5 8-hole steel disc dual wheel, ILO 6 x 16 steel disc dual wheel (per wheel) | 4 |  |
| 15358 | Spare Wheel         | 6.75 x 17.5 8-hole steel disc dual wheel (per wheel)                                   |   |  |
| 16500 | Tires               | Provider 215/75R17.5 - 16 ply/ ILO Provider ST235/80R16 10 ply                         | 8 |  |
| 16967 | Spare Tires         | Provider 215/75R17.5 - 16 ply (tire only) (per tire)                                   |   |  |

#### 11201-Lights / Electrical

| Item # | Category            | Description                                                     | Weight (lbs) | Qty | Unit Price | Total |
|--------|---------------------|-----------------------------------------------------------------|--------------|-----|------------|-------|
| 14530  | Lights / Electrical | 7 Pole RV style electrical plug (standard with electric brakes) |              |     |            |       |
| 14648  | Lights / Electrical | Grote LED Lights                                                |              |     |            |       |
| 18528  | Lights / Electrical | Two pair oval red S/T/T lights                                  |              |     |            |       |
| 18726  | Lights / Electrical | Grote sealed electrical harness system                          |              |     |            |       |

#### 11201-Miscellaneous

| Item # | Category | Description | Weight (lbs) | Qty | Unit Price | Total |
|--------|----------|-------------|--------------|-----|------------|-------|
|--------|----------|-------------|--------------|-----|------------|-------|



14481 Document Registration holder  
Holder

#### TOTALS

Trailer PRICE PER: City \$32,000.00  
of Tucson Omnia  
Partners Cooperative  
Pricing Agreement  
#212816-01:

**Sales Tax:** \$2,745.00

**F.E.T:** \$3,840.00

**Freight:** \$2,000.00

**Total Sale Price:** \$40,585.00

**Sign Here:**

**Date:**



CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-3801 / FAX: (520) 791-4735  
OLGA.CULP@TUCSONAZ.GOV  
ISSUE DATE: August 12, 2024

CONTRACT # 212816-01  
CONTRACT ADDENDUM NUMBER: TWO (2)  
PAGE 1 of 13  
OC  
SENIOR CONTRACT OFFICER: OLGA CULP

Heavy Equipment, Parts, Accessories, Supplies and Related Services (OMNIA Partners)  
THIS CONTRACT IS AMENDED AS FOLLOW

ITEM ONE (1): RENEWAL

In accordance with Contract Special Terms and Conditions section F.5, "Term and Renewal" the City hereby exercises its option to renew the contract for the period of **October 3, 2024 through October 2, 2026**.

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions section F.6, " Price Adjustment" the City hereby amends the price pages as shown in **Attachment A**.

ITEM THREE (3): CONTRACT AMENDMENTS

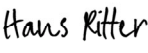
In accordance with Contract Standard Terms and Conditions section H.10, "Contract Amendments" the City hereby amends contract to include the addition of Fleet Management Services through Caterpillar Job Site Solutions (JSS).

\*\*\*END OF ADDENDUM ITEMS\*\*\*

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar, INC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE ADDENDUM

DocuSigned by:  
  
8/30/2024  
Signature of person authorized to sign Date

Hans Ritter, Vice President of Marketing & Sales  
Name and Title (typed or printed legibly)

Caterpillar Inc.  
Company Name

5205 N. O'Connor Blvd., Ste.100  
Address

Ritter\_Hans\_E@cat.com  
Email Address

Irving, TX 75039  
City State Zip

Contact information for Sales/Account  
Representative for daily business operations:

Lynsey Stoick, Government Market Reserach Consultant  
Name and Title (typed or printed legibly)

(309) 273-9555  
Phone Number

Stoick\_Lynsey\_M@cat.com  
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM  
IS HEREBY EXECUTED THIS 10.00 DAY  
OF September, 2024, AT TUCSON, ARIZONA.

DocuSigned by:  
  
Director of Business Services and not personally



## Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**253643**

This number must appear on all documents pertaining to this order.

**PO Date: 1/29/2025**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                                                                                                                                       | Ship to:                                                                                                            | Supplier:                                                                                                                        |                                                                                                                                                       |                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a>                                                                                                                            | INFORMATION TECHNOLOGY DEPARTMENT<br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132                    | MOTOROLA SOLUTIONS INC<br>13104 COLLECTIONS CENTER DR<br>CHICAGO IL 60693<br><br>Phone: -<br>Fax: -<br><br><b>Confirming to:</b> |                                                                                                                                                       |                                                                                                                     |
| <table><tr><td><b>Buyer: Maegan Queen, Buyer</b><br/><b>Phone: 520 - 866-6265</b><br/><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b></td><td><b>Requested Delivery Date: 1/29/2025</b><br/><b>Payment Terms: Net 30</b><br/><b>Shipping Terms: FOB Destination</b></td></tr></table> |                                                                                                                     |                                                                                                                                  | <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b> | <b>Requested Delivery Date: 1/29/2025</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |
| <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b>                                                                                                                                                                  | <b>Requested Delivery Date: 1/29/2025</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |                                                                                                                                  |                                                                                                                                                       |                                                                                                                     |

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** State of Arizona  
**Contract Number** CTR046830  
**Contract Expiry** 10/9/2026

**Reference:** Quote: 2810776

Vendor Contact: Mike Colvin 520-631-5394 [Mike.Colvin@motorolasolutions.com](mailto:Mike.Colvin@motorolasolutions.com)

Department Contacts: Chris Combs 520-866-6650 [chris.combs@pinal.gov](mailto:chris.combs@pinal.gov) | [ITAdmins@pinal.gov](mailto:ITAdmins@pinal.gov)

ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line | Quantity | UOM | Item Number | Item Description                              | Unit Cost | Extended Cost |
|------|----------|-----|-------------|-----------------------------------------------|-----------|---------------|
| 1    | 188.00   | EA  |             | Astro 25 OTAR w/ multikey<br>APX8000Flashport | \$683.28  | \$128,456.64  |
| 2    |          | LS  |             | Sales Tax                                     | \$0.00    | \$11,819.00   |

**Total Order : \$140,275.64**

**NOTE :**

Failure to send invoice to above address will result in delay of payment.  
Direct all payment questions to Accounts Payable at 520-866-6397.  
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Billing Address:  
PINAL COUNTY ARIZONA  
PO BOX 6638 MAIL DROP 1330  
PHOENIX, AZ 85005  
US

Quote Date:09/18/2024  
Expiration Date:04/21/2025  
Quote Created By:  
Michael Colvin  
Sr Account Manager  
Mike.Colvin@  
motorolasolutions.com  
(520) 631-5394

End Customer:  
PINAL COUNTY ARIZONA  
Chris Combs  
chris.combs@pinal.gov  
5208666650

Contract: AZ STATE CONTRACT  
CTR046830

| Line #        | Item Number      | Description                              | Qty | List Price        | Sale Price | Ext. Sale Price |
|---------------|------------------|------------------------------------------|-----|-------------------|------------|-----------------|
|               | FLASHport Series | APX8000FLASHPORT                         |     |                   |            |                 |
| 1             | T8627A           | TDMA*                                    | 1   | \$0.00            | \$0.00     | \$0.00          |
| 1a            | QA07682AB        | ADD: SMARTCONNECT                        | 188 | \$0.00            | \$0.00     | \$0.00          |
| 1b            | UA00083AA        | ADD: SOFTWARE LICENSE<br>ONLINE DELIVERY | 1   | \$0.00            | \$0.00     | \$0.00          |
| 1c            | Q498AX           | ENH: ASTRO 25 OTAR W/<br>MULTIKEY        | 188 | \$936.00          | \$683.28   | \$128,456.64    |
| Subtotal      |                  |                                          |     |                   |            | \$128,456.64    |
| Estimated Tax |                  |                                          |     |                   |            | \$11,819.00     |
| Grand Total   |                  |                                          |     | \$140,275.64(USD) |            |                 |

## Notes:

- Additional information is required for one or more items on the quote for an order.



|                                                                                  |                           |                   |                                                                                                                                 |
|----------------------------------------------------------------------------------|---------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Contract Amendment</b> |                   | <b>Arizona Department of<br/>Administration<br/>State Procurement Office<br/>1802 W Jackson St., #100<br/>Phoenix, AZ 85007</b> |
|                                                                                  | CTR046830                 | Amendment One (1) |                                                                                                                                 |
|                                                                                  |                           |                   |                                                                                                                                 |

|                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b><br>MOTOROLA SOLUTIONS INC<br>3332 E. Broadway Rd.<br>Phoenix, AZ 85040<br><br><b>CONTACT:</b> Walter Whately<br><b>PHONE:</b> (520) 457-8604<br><b>EMAIL:</b> <a href="mailto:walter.whately@motorolasolutions.com">walter.whately@motorolasolutions.com</a> | <b>STATE AGENCY:</b><br>AZ Department of Administration (ADOA)<br>State Procurement Office<br>1400 W Washington St. 3100<br>Phoenix, AZ 85007<br><br><b>CONTACT:</b> Jim Atkins<br><b>PHONE:</b> (602) 245-8268<br><b>EMAIL:</b> <a href="mailto:james.atkins@azdoa.gov">james.atkins@azdoa.gov</a> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

- 1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

*\* Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



## Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**253650**

This number must appear on all documents pertaining to this order.

**PO Date: 1/30/2025**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                | Ship to:                                                                               | Supplier:                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br><br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a> | PUBLIC WORKS- ADMIN OFFICES<br><br>85 N. FLORENCE ST<br>2ND FLOOR<br>FLORENCE AZ 85132 | UNITED TRUCK & EQUIPMENT<br>INC<br>2045 W BUCKEYE RD<br>PHOENIX AZ 85009<br><br>Phone: -<br>Fax: -<br><br>Confirming to: |

**Buyer: Maegan Queen, Buyer**  
**Phone: 520 - 866-6265**  
**Email: [Maegan.Queen@pinal.gov](mailto:Maegan.Queen@pinal.gov)**

**Requested Delivery Date: 1/30/2025**  
**Payment Terms: Net 30**  
**Shipping Terms: FOB Destination**

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** Maricopa County  
**Contract Number** 200209-C  
**Contract Expiry** 9/30/2025

**Reference:**

Reference Number: MQ000655

Vendor Contact: Evan Barrick (602)253-7739 [evan@watertrucks.com](mailto:evan@watertrucks.com)

Department Contact: Jim Stalter (520)866-7037 [Jim.Stalter@pinal.gov](mailto:Jim.Stalter@pinal.gov) | Michele Kim (520)866-6453 [Michele.Kim@pinal.gov](mailto:Michele.Kim@pinal.gov)

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

| Line | Quantity | UOM | Item Number | Item Description               | Unit Cost | Extended Cost |
|------|----------|-----|-------------|--------------------------------|-----------|---------------|
| 1    |          | LS  | 0010351     | 6500 Gallon Water Tanker Trail | \$0.00    | \$165,750.00  |
| 2    |          | LS  |             | Freight/Handling               | \$0.00    |               |
| 3    |          | LS  |             | Labor/FET/MISC                 | \$0.00    |               |
| 4    |          | LS  |             | Sales Tax                      | \$0.00    | \$13,798.91   |

**Total Order : \$179,548.91**

**NOTE :**

Failure to send invoice to above address will result in delay of payment.  
Direct all payment questions to Accounts Payable at 520-866-6397.  
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

# Purchase Request

Req # \_\_\_\_\_

PO # \_\_\_\_\_

☐ CONTRACT☐ BPO FY: \_\_\_\_\_

(PW Finance Only) Vendor: United Truck &amp; Equipment

Vendor #: \_\_\_\_\_

1 Requestor / Date

Jim Stalter

1/16/2025

2.a Item # / Description

2025 6500 Gal Water tanker trailer A36

2.b Item # / Description

2.c Item # / Description

2.d Item # / Description

3 Quantity

#2.a

1

#2.b

#2.c

#2.d

4 Unit of Measure

#2.a

\$

#2.b

#2.c

#2.d

5 Unit Cost

#2.a

\$179,548.91

#2.b

#2.c

#2.d

6 Extended Cost

#2.a

\$ 179,548.91

#2.b

\$ -

#2.c

\$ -

#2.d

\$ -

7 Cost Center (Project)

#2.a

#2.b

#2.c

#2.d

8 Cost Type (Admin Only)

#2.a

#2.b

#2.c

#2.d

9 Cost Code (Activity)

#2.a

#2.b

#2.c

#2.d

10 Subledger (Admin Only)

#2.a

#2.b

#2.c

#2.d

11 Contract # / BOS:

Budget Available:

12 Recommended Vendor

13 Scope of Work:

Deliver to-Pickup By / When: 3535 Hunt Hwy Santan Valley Az.

Attn / Phone:

Jim Stalter 520 866 7037

14 Approval / Date

15 Approval / Date

Admin Use Only:

Req Entered Date/By  
Req Approval Date/By  
Req Turned Date/By

PO Closed Date/By



United Truck & Equipment, Inc.  
DBA UnitedBuilt Equipment  
2045 West Buckeye Road  
Phoenix, AZ, 85009-5936  
United States of America  
Phone: 602-253-7739  
watertrucks.com

## Quote MFG

Reference Number: MQ000655  
Order Date: 1/15/2025  
Requested Ship Date: 1/15/2025  
Customer ID: C003322  
Sales Person: Evan Barrick  
Shipping Rule: Back Order Allowed

| FOR:                                                                                                                           | SHIP TO:                                                                                                                                              | BILL TO:                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence, AZ, 85132-3027<br>United States of America<br>Phone: 520-866-7037 | Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence, AZ, 85132-3027<br>United States of America<br>Attn: john holmes<br>Phone: 15-208-6679 29 | Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence AZ 85132-3027<br>United States of America<br>Attn: john holmes<br>Phone: 15-208-6679 29 |

| PO NUMBER       | TERMS          | CONTACT     | PHONE           | EMAIL                 |
|-----------------|----------------|-------------|-----------------|-----------------------|
|                 | 30 Days        | Jim Stalter | 520-866-7037    | jim.stalter@pinal.gov |
| FOB POINT       | SHIPPING TERMS | SHIP VIA    | CARRIER ACCOUNT |                       |
| FOB Destination | Will Call      | Will Call   |                 |                       |

| # | PART NO.        | DESCRIPTION                                                                                                                                              | ORDER QTY | SHIPPED QTY | OPEN QTY | UOM | UNIT PRICE   | EXTENSION    |
|---|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|----------|-----|--------------|--------------|
| 1 | 0010351         | 6500 Gallon 37' Water Tanker Trailer, Mild Steel ASTM A36, Tandem Axle 50,000#, HT6500<br>Brand: UnitedBuilt<br>Made in United States of America         | 1.0000    | 0.0000      | 0.0000   | EA  | \$165,750.00 | \$165,750.00 |
|   | 5TH WHEEL       | Revolver King Pin Plate 48" Height; King Pin Minimum 18"                                                                                                 |           |             |          |     |              |              |
|   | TRAILER AXLES   | Tandem (2) Dayton R Series R22S67L8HSMCC Axles, 25,000 LBS Each, 77.5" Axle Track                                                                        |           |             |          |     |              |              |
|   | TRAILER SUSP    | Spring Suspension                                                                                                                                        |           |             |          |     |              |              |
|   | TRAILER BRAKES  | Full Air Brakes, Outboard Mounted Drums, ABS, Spring Brake Chambers All Axles, Automatic Slack Adjusters Bendix ASA5 or Equal, Non-Asbestos Brake Lining |           |             |          |     |              |              |
|   | TRAILER WHEELS  | Steel Wheels w/ 11R 22.5 16 PLY Tires                                                                                                                    |           |             |          |     |              |              |
|   | HUBOMETER       | For Maintenance and Mileage, Stemco or Equal.                                                                                                            |           |             |          |     |              |              |
|   | TRAILER TIRES   | (8) Tubeless Radial Rated for Weight of Tanker                                                                                                           |           |             |          |     |              |              |
|   | LANDING GEAR    | 2 Speed Cranked Legs 12x12 Sand Pads                                                                                                                     |           |             |          |     |              |              |
|   | TRACTOR HOOK-UP | Include All Necessary Components                                                                                                                         |           |             |          |     |              |              |
|   | REAR BUMPER     | Constructed of 3" x 6" 1/4", Attached Directly to Tanker Subframe                                                                                        |           |             |          |     |              |              |
|   | MUD FLAPS       | Non-Logo Anti-Sail Mud Flaps Installed on the Front and Rear of All Fenders                                                                              |           |             |          |     |              |              |
|   | TANK            | 6500 Gallon ST-33, 33' Bottle Neck Tank                                                                                                                  |           |             |          |     |              |              |
|   | TANK DIMENSIONS | Tank Model: ST-33 Bottle Neck; Length: 33 Feet; Width: 96 Inches; Front Section Height: 41.5 Inches; Rear Section Height: 53"                            |           |             |          |     |              |              |
|   | TANK BAFFLES    | (5) Baffles Curved and Fitted, Welded Inside and Out 100%, 20" Lined Crawl Holes 3/16" ASTM 36                                                           |           |             |          |     |              |              |
|   | ANODES          | Sacrificial Magnesium Anodes (2) Per Baffle                                                                                                              |           |             |          |     |              |              |
|   | TANK CRAWLRINGS | Baffle Crawl Hole Liner Rings (1) Per Baffle                                                                                                             |           |             |          |     |              |              |
|   | TANK HEADS      | Curved and Fitted, Welded Inside and Out 100%                                                                                                            |           |             |          |     |              |              |
|   | TANK BELLYPLATE | Full-Length of Tank 60" Width; 100% Full Penetration Welds; All Tanks 3,000 Gallons Plus                                                                 |           |             |          |     |              |              |
|   | TANK SUBFRAME   | Heavy Duty 1/4" U-Shaped Cradle Runners Full Length of Tank                                                                                              |           |             |          |     |              |              |
|   | TANK FENDERS    | Full Length and Width of Area Over the Wheels, Outside Edges Rolled to meet I.C.C. Requirements                                                          |           |             |          |     |              |              |
|   | TANK MANWAY     | (1) 20" Vented Sealing Manway Mounted (1) 20" Sealing Inspection Manway                                                                                  |           |             |          |     |              |              |
|   | TANK LADDER     | Anti-Slip Rungs, Grab Handles, Front of Tank Center   Anti-Slip Rungs, Grab Handles, Platform Step, Rear of Tank Driver Side                             |           |             |          |     |              |              |
|   | TANK HYD FILL   | 2-1/2" SCH40, Swing Spout to Fill Hole with Cap, Driver Side Rear Tank, Air Gap, Hammer Union with Y Strainer and Male Camlock                           |           |             |          |     |              |              |
|   | TANK WARRANTY   | UnitedBuilt Standard 5-Year Limited Tank Construction Warranty                                                                                           |           |             |          |     |              |              |
|   | EXTERIOR FINISH | Painted White                                                                                                                                            |           |             |          |     |              |              |

Continued...



United Truck & Equipment, Inc.  
DBA UnitedBuilt Equipment  
2045 West Buckeye Road  
Phoenix, AZ, 85009-5936  
United States of America  
Phone: 602-253-7739  
watertrucks.com

## Quote MFG

Reference Number: **MQ000655**  
Order Date: 1/15/2025  
Requested Ship Date: 1/15/2025  
Customer ID: C003322  
Sales Person: Evan Barrick  
Shipping Rule: Back Order Allowed

| FOR:                                                                                                                           | SHIP TO:                                                                                                                                              | BILL TO:                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence, AZ, 85132-3027<br>United States of America<br>Phone: 520-866-7037 | Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence, AZ, 85132-3027<br>United States of America<br>Attn: john holmes<br>Phone: 15-208-6679 29 | Pinal County Fleet<br>Building A<br>PO Box 1348<br>Florence AZ 85132-3027<br>United States of America<br>Attn: john holmes<br>Phone: 15-208-6679 29 |

| PO NUMBER       | TERMS          | CONTACT     | PHONE           | EMAIL                 |
|-----------------|----------------|-------------|-----------------|-----------------------|
|                 | 30 Days        | Jim Stalter | 520-866-7037    | jim.stalter@pinal.gov |
| FOB POINT       | SHIPPING TERMS | SHIP VIA    | CARRIER ACCOUNT |                       |
| FOB Destination | Will Call      | Will Call   |                 |                       |

| # | PART NO.        | DESCRIPTION                                                                                                                  | ORDER QTY | SHIPPED QTY | OPEN QTY | UOM | UNIT PRICE | EXTENSION |
|---|-----------------|------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|----------|-----|------------|-----------|
|   | SIGHT GAUGE     | 5/8" Clear Flexible PVC Tubing with Brass Hardware, Front and Rear D/S                                                       |           |             |          |     |            |           |
|   | LIGHTS          | Standard DOT LED Lights with Universal Adapter Harness                                                                       |           |             |          |     |            |           |
|   | BEACON LIGHT    | Amber Beacon Light Bar, Top Rear Driver Side                                                                                 |           |             |          |     |            |           |
|   | DOT TAPE        | DOT Reflective Conspicuity Tape on Rear and Sides of Tank                                                                    |           |             |          |     |            |           |
|   | LP BRACKET      | License Plate Holder Installed Rear of Tank with LED License Light                                                           |           |             |          |     |            |           |
|   | HYDRAULIC LINES | SCH80 Pipe, Low Pressure and High Pressure Lines Through Tank Frame and Properly Supported                                   |           |             |          |     |            |           |
|   | WATER PUMP      | B4ZRKS 4x4 Self-Priming Style, Centrifugal, Cast Iron, Mechanical Seal, 650GPM, Mounted Rear Deck                            |           |             |          |     |            |           |
|   | PUMP DRIVE      | Hydraulic Motor, Direct Mount, Commercial                                                                                    |           |             |          |     |            |           |
|   | REAR SPRAY      | (2) UnitedBuilt AV1100 Air-to-Close Spray Valves with BC2384 Fan Nozzles on 90 Degree                                        |           |             |          |     |            |           |
|   | REAR SPRAY      | (1) UnitedBuilt AV1100 Air-to-Close Spray Valve Mounted Rear Center with BC2384 Fan Nozzle Facing Toward Ground on 90 Degree |           |             |          |     |            |           |
|   | SIDE SPRAY      | (2) UnitedBuilt AV1100 Air-to-Close Spray Valve with BC2179 Duckbill Side Nozzle on 90-Degree Elbow                          |           |             |          |     |            |           |
|   | JET VALVE       | 1-1/2" & 2" Brass Ball Valves Off Manifold on Curb Side for Manual Discharge                                                 |           |             |          |     |            |           |
|   | JET VALVE       | 1-1/2" & 2-1/2" Brass Ball Valves Off Rear Pump Riser                                                                        |           |             |          |     |            |           |
|   | TANK DRAIN      | 1-1/2" Brass Ball Valve Rear Bottom of Tanker                                                                                |           |             |          |     |            |           |
|   | SUCTION FILL    | 3" x 25' Suction Hose with Strainer, Retainer Brackets Along Curbside of Tank for Secure Storage                             |           |             |          |     |            |           |
|   | SHUT OFF VALVE  | All Suction Fill/Shut Off Valves Mounted in Position to Operate On Ground                                                    |           |             |          |     |            |           |
|   | HOSE RACK       | Hose Rack on Driver's Side                                                                                                   |           |             |          |     |            |           |
|   | PLUMBING        | SCH40 Black Pipe with Groove Style Couplings/Fittings                                                                        |           |             |          |     |            |           |
|   | PLUMB WARRANTY  | UnitedBuilt Standard 1-Year Limited Plumbing Warranty                                                                        |           |             |          |     |            |           |

### BUYER APPROVAL

Purchase Order Number \_\_\_\_\_ Full Name \_\_\_\_\_  
Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

UnitedBuilt Equipment thanks you for considering this proposal, and we will sincerely appreciate your acceptance. All sales are subject to taxes applicable at time of invoice. Tank gallon capacities are nominal and may vary +/- 5%. Prices are subject to supply chain surcharges at time of invoice.

Please indicate Yes or No for Option Lines.

By signing I agree to UnitedBuilt terms & conditions of sale.

#### NOTE:

Contract Entity: Maricopa County  
Contract Number: 200209-C

Order parts online at [watertrucks.com](http://watertrucks.com)!

Received by Signature \_\_\_\_\_

Date \_\_\_\_\_

Sales Total: \$165,750.00  
Freight/Handling: \$.00  
Labor/FET/MISC: \$.00

Tax Total: \$13,798.91  
Total (USD): \$179,548.91

**SERIAL 200209-C      HEAVY DUTY FLEET, CONSTRUCTION AND  
AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DATE OF LAST REVISION: August 15, 2024      CONTRACT END DATE: September 30, 2025**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2021 2022-2024 2025**

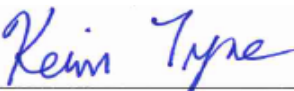
TO:                      All Departments

FROM:                  Office of Procurement Services

SUBJECT:              Contract for **HEAVY DUTY FLEET, CONSTRUCTION AND  
AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

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 **September 16, 2020 (Eff. 10/01/20)**.

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

**RN/ia**  
Attach

Copy to:                      Office of Procurement Services  
Erick Van Hofwegen, Equipment Services  
**Oscar Matus, Equipment Services**

(Please remove Serial 15021-C from your contract notebooks)

**BALAR HOLDING CORP DBA: BALAR EQUIPMENT CORP, P.O. Box 83118 PHOENIX, AZ 85029, 11023 N 22ND AVE., PHOENIX AZ. 85029**

|                                                                        |                                      |                          |        |
|------------------------------------------------------------------------|--------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | BALAR HOLDING CORP                   |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          | BALAR EQUIPMENT                      |                          |        |
| MAILING ADDRESS:                                                       | 11023 N 22ND AVE., PHOENIX AZ. 85029 |                          |        |
| REMIT TO ADDRESS:                                                      | P.O. Box 83118 Phoenix, AZ 85029     |                          |        |
| TELEPHONE NUMBER:                                                      | 602-944-1933                         |                          |        |
| FACSIMILE NUMBER:                                                      | 602-944-9687                         |                          |        |
| WEB SITE:                                                              | BALAR.COM                            |                          |        |
| REPRESENTATIVE NAME:                                                   | PETER EVANS                          |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-944-1933                         |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | PEVANS@BALAR.COM                     |                          |        |
|                                                                        | YES                                  | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>  | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>  | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                      |                          |        |

ATTACHMENT D PRICING SHEET

15021-C

Serial 200209-C

NIGP CODE(S): 02093, 05564, 06066, 07546, 14533, 34006, 45053, 56056, 72056, 76006, 76575, 02093

SUBMITTING RESPONDENT'S NAME: BALAR HOLDING CORP.

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED   | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
|-------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------|
| SCHWARZE SWEEPERS       | LIST MINUS 0%                 | 1/1/2020        |                               |                 |                  |          |
| PB LOADER               | LIST MINUS 0%                 | 2019            |                               |                 |                  |          |
| VAC-CON                 | LIST MINUS 0%                 | 2/1/2020        |                               |                 |                  |          |
| SYANLEY HYDRAULIC TOOLS | LIST MINUS 0%                 | 1/1/2020        |                               |                 |                  |          |

|                                                                      |                                                                    |
|----------------------------------------------------------------------|--------------------------------------------------------------------|
| Labor rate at Contractor's facility(ies)                             | \$120.00/hour<br>Eff 10/1/22 \$135.00/hour<br>Eff 10/1/24 \$142.00 |
| Labor rate for field service                                         | \$150.00/hour<br>Eff 10/1/24 \$170.00                              |
| Labor rate for field service call (if applicable)                    | \$150.00/hour<br>Eff 10/1/24 \$170.00                              |
| Labor rate afterhours/overtime                                       | \$180.00/hour<br>Eff 10/1/24 \$201.00                              |
| Additional labor rates for other vehicles and equipment applications |                                                                    |

**BALAR HOLDING CORP DBA: BALAR EQUIPMENT CORP**

\$

\$

\$

\$

\$

Mileage or fuel charge (see 2.3.1.2.5.) \$1.85 per mile OR \$ flat rate

Business hours 7 AM TO 5 PM

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

|                             | MONDAY         | TUESDAY        | WEDNESDAY      | THURSDAY       | FRIDAY         |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|
| Durango Main Service Center | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     |
| Mesa Service Center         | BEFORE 2:30 PM | BEFORE 2:30 PM | BEFORE 2:30 PM | BEFORE 2:30 PM | BEFORE 2:30 PM |
| Dysart Service Center       | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  |
| Downtown Service Center     | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     | BEFORE 4PM     |
| Buckeye Service Center      | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  | BEFORE 3:30PM  |

Return policy if more advantageous than the County's (reference section 2.5) N/A

Restocking charge, if applicable (reference section 2.5.3.) 15%

Additional services offered:

Warranties may vary by parts manufacturers

Warranty on labor minimum 12 months (reference section 3.12)

12 MONTHS

Additional participating locations: N/A

NIGP CODE:

06066

Terms:

NET 30 DAYS

Vendor Number:

VC0000006367

Certificates of Insurance

Required

Contract Period:

To cover the period ending **September 30, 2021 2022 2024 2025.**

**CANYON STATE BUS SALES, 5600 WEST CLAREMONT STREET, GLENDALE, AZ 85301**

|                                                                        |                                                                                                                                                        |                                     |        |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------|
| COMPANY NAME:                                                          | Canyon State Bus Sales                                                                                                                                 |                                     |        |
| DOING BUSINESS AS (DBA) NAME:                                          |                                                                                                                                                        |                                     |        |
| MAILING ADDRESS:                                                       | 5600 West Claremont Street, Glendale, AZ 85301                                                                                                         |                                     |        |
| REMIT TO ADDRESS:                                                      | Same                                                                                                                                                   |                                     |        |
| TELEPHONE NUMBER:                                                      | 602 230-1515                                                                                                                                           |                                     |        |
| FACSIMILE NUMBER:                                                      | 602 230-1519                                                                                                                                           |                                     |        |
| WEB SITE:                                                              | <a href="http://www.canyonstatebus.com">www.canyonstatebus.com</a>                                                                                     |                                     |        |
| REPRESENTATIVE NAME:                                                   | Michael McGrath<br><b>Justin Honeycutt</b>                                                                                                             |                                     |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-390-6912, 602-230-1515 ext.205                                                                                                                     |                                     |        |
| REPRESENTATIVE E-MAIL:                                                 | <a href="mailto:Michael@canyonstatebus.com">Michael@canyonstatebus.com</a><br><a href="mailto:justin@canyonstatebus.com">justin@canyonstatebus.com</a> |                                     |        |
|                                                                        | YES                                                                                                                                                    | NO                                  | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input type="checkbox"/>                                                                                                                               | <input checked="" type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>                                                                                                                    | <input type="checkbox"/>            |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                                                                                                                                        |                                     |        |

Serial 200209-C

NIGP CODE(S): 02093, 05564, 06066, 07546, 14533, 34006, 45053, 56056, 72056, 76006, 76575, 02093

SUBMITTING RESPONDENT'S NAME:

Canyon State Bus Sales, Inc.

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|-------------------------|
| Blue Bird parts       | -30%                          | 7/20/2020       |                               |                 |                  | See attached price list |
|                       |                               |                 |                               |                 |                  |                         |
|                       |                               |                 |                               |                 |                  |                         |
|                       |                               |                 |                               |                 |                  |                         |

| Labor rates may vary by vehicle and equipment                        |  |               |             |             |             |
|----------------------------------------------------------------------|--|---------------|-------------|-------------|-------------|
|                                                                      |  |               |             | Eff 10/1/22 | Eff 10/1/24 |
| Labor rate at Contractor's facility(ies)                             |  | \$116.00/hr   | \$135.00/hr | \$155.00/hr | \$180.00/hr |
|                                                                      |  | -             | -           | -           |             |
| Labor rate for field service                                         |  | \$116.00/hr   | \$135.00/hr | \$155.00/hr | \$180.00/hr |
|                                                                      |  | -             | -           | -           |             |
| Labor rate for field service call (if applicable)                    |  | \$116.00/hr   | \$135.00/hr | \$155.00/hr | \$180.00/hr |
|                                                                      |  | -             | -           | -           |             |
| Labor rate afterhours/overtime                                       |  | \$165.00/hour | \$180.00/hr | \$185.00/hr | \$200.00/hr |
|                                                                      |  | -             |             |             |             |
| Additional labor rates for other vehicles and equipment applications |  |               |             |             |             |
|                                                                      |  |               |             | Eff 10/1/22 | Eff 10/1/24 |
| Body Shop Labor                                                      |  | \$75.00/hour  | \$125.00/hr | \$125.00/hr |             |
|                                                                      |  |               | -           |             |             |
| Body shop labor overtime                                             |  | \$110.00/hour | \$155.00/hr | \$155.00/hr |             |

**CANYON STATE BUS SALES**

|                                                                                                                         |                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                         | \$ _____                                                                                                                     |
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | \$ _____ per mile OR \$ <u>90</u> flat rate                                                                                  |
| Business hours                                                                                                          | <u>Monday - Friday 7AM - 5PM</u>                                                                                             |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                                                                              |
| Durango Main Service Center                                                                                             | <u>MONDAY</u> <u>TUESDAY</u> <u>WEDNESDAY</u> <u>THURSDAY</u> <u>FRIDAY</u>                                                  |
| Mesa Service Center                                                                                                     | <u>8-4</u> <u>8-4</u> <u>8-4</u> <u>8-4</u> <u>8-4</u>                                                                       |
| Dysart Service Center                                                                                                   | <u>8-2:30</u> <u>8-2:30</u> <u>8-2:30</u> <u>8-2:30</u> <u>8-2:30</u>                                                        |
| Downtown Service Center                                                                                                 | <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u>                                                        |
| Buckeye Service Center                                                                                                  | <u>8-4</u> <u>8-4</u> <u>8-4</u> <u>8-4</u> <u>8-4</u>                                                                       |
|                                                                                                                         | <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u> <u>8-3:30</u>                                                        |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | <u>per county guidelines</u>                                                                                                 |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | <u>15%</u>                                                                                                                   |
| Additional services offered:                                                                                            | _____<br>_____<br>_____                                                                                                      |
| Warranties may vary by parts manufacturers                                                                              | <u>will honor part's warranties provided by</u><br><u>manufacturers, part's warranties are typically</u><br><u>one year.</u> |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | <u>One year labor warranty for workmanship</u><br><u>on repairs that have been performed by</u><br><u>contractor</u>         |
| Additional participating locations:                                                                                     | _____<br>_____<br>_____<br>_____                                                                                             |

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 30 DAYS                                                          |
| Vendor Number:            | VC0000006611                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021 2022 2024 2025.</b> |

**CP COMPANY LLC, DBA: CT POWER & ICEBERG ENTERPRISES, 802 S. 70TH AVE., PHOENIX, AZ 85043**

|                                                                        |                                                                                                                         |                          |        |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | CP COMPANY, LLC                                                                                                         |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          | Ct Power & Iceberg Enterprises                                                                                          |                          |        |
| MAILING ADDRESS:                                                       | 802 South 70th Avenue, Phoenix, Az 85043                                                                                |                          |        |
| REMIT TO ADDRESS:                                                      | <b>P.O. Box 17231 Denver, CO 80217-0231</b>                                                                             |                          |        |
| TELEPHONE NUMBER:                                                      | 623-907-9300                                                                                                            |                          |        |
| FACSIMILE NUMBER:                                                      | 623-907-9307                                                                                                            |                          |        |
| WEB SITE:                                                              | <a href="https://ctpower.com/">https://ctpower.com/</a>                                                                 |                          |        |
| REPRESENTATIVE NAME:                                                   | DOUG HAZEL <b>Alex Juarez</b>                                                                                           |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | <b>480-415-4716</b>                                                                                                     |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | <a href="mailto:dhazel@ctpower.com">dhazel@ctpower.com</a> <a href="mailto:ajuarez@ctpower.com">ajuarez@ctpower.com</a> |                          |        |
|                                                                        | YES                                                                                                                     | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>                                                                                     | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>                                                                                     | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                                                                                                         |                          |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "*CURRENT PRICING*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED                            | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                   |
|--------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------------------------|
| Carrier Transicold Truck Refrigeration Units     | List Minus                    | 2024            | Minus 15%                     | 2022<br>2020    | 15%              | COST VARIES BY APPLICATION |
| Carrier Transicold Trailer Refrigeration Units   | List Minus                    | 2024            | Minus 15%                     | 2022<br>2020    | 15%              | COST VARIES BY APPLICATION |
| Carrier Transicold Cargo Van Refrigeration Units | List Minus                    | 2024            | Minus 15%                     | 2022<br>2020    | 15%              | COST VARIES BY APPLICATION |
| Carrier Transicold Auxiliary Power Units (APU)   | List Minus                    | 2024            | Minus 15%                     | 2022<br>2020    | 15%              | COST VARIES BY APPLICATION |
| Carrier Sea Container Refrigeration Units        | List Minus                    | 2024            | Minus 10%                     | 2022<br>2020    | 10%              | COST VARIES BY APPLICATION |
| Maxon Lift Gate                                  | List Minus                    | 2024            | Minus 10%                     | 2022<br>2020    | 10%              | COST VARIES BY APPLICATION |
| Anthony Lift Gate                                | List Minus                    | 2024            | Minus 10%                     | 2022<br>2020    | 10%              | COST VARIES BY APPLICATION |

**CP COMPANY, DBA: CT POWER & ICEBERG ENTERPRISE**

|                                 |                   |             |                      |              |            |                            |
|---------------------------------|-------------------|-------------|----------------------|--------------|------------|----------------------------|
| Palfinger Lift Gate             | <b>List Minus</b> | <b>2024</b> | <del>Minus 10%</del> | 2022<br>2020 | <b>10%</b> | COST VARIES BY APPLICATION |
| Leyman Lift Gate                | <b>List Minus</b> | <b>2024</b> | <del>Minus 10%</del> | 2022<br>2020 | <b>10%</b> | COST VARIES BY APPLICATION |
| Hyundai Translead Semi Trailers | <b>List Minus</b> | <b>2024</b> | <del>Minus 10%</del> | 2022<br>2020 | <b>10%</b> | COST VARIES BY APPLICATION |
| AutoCar Terminal Tractor        | <b>List Minus</b> | <b>2024</b> | <del>Minus 10%</del> | 2022<br>2020 | <b>10%</b> | COST VARIES BY APPLICATION |
| Coretex Telematics              | <b>List Minus</b> | <b>2024</b> | <del>Minus 10%</del> | 2022<br>2020 | <b>15%</b> | COST VARIES BY APPLICATION |

Installation Times may vary by vehicle and equipment: Every application will require a quote to order which will reflect cost Minus appropriate percentage.

|                                                                      |                          |                        |                    |
|----------------------------------------------------------------------|--------------------------|------------------------|--------------------|
|                                                                      |                          | <del>Eff 10/1/22</del> | <b>Eff 10/1/24</b> |
| Labor rate at Contractor's facility(ies)                             | <del>\$95.00/hour</del>  | <del>\$105.00/hr</del> | <b>\$133.00/hr</b> |
|                                                                      | -                        | -                      |                    |
| Labor rate for field service                                         | <del>\$95.00/hour</del>  | <del>\$105.00/hr</del> | <b>\$133.00/hr</b> |
|                                                                      | -                        | -                      |                    |
| Labor rate for field service call (if applicable)                    | <del>\$95.00/hour</del>  | <del>\$105.00/hr</del> | <b>\$133.00/hr</b> |
|                                                                      | -                        | -                      |                    |
| Labor rate afterhours/overtime                                       | <del>\$142.50/hour</del> | <del>\$157.50/hr</del> | <b>\$199.50/hr</b> |
|                                                                      |                          |                        |                    |
| Additional labor rates for other vehicles and equipment applications |                          | <del>Eff 10/1/22</del> | <b>Eff 10/1/24</b> |
|                                                                      |                          |                        |                    |
| New Equipment Install Labor Rate                                     | <del>\$82.25/hour</del>  | <del>\$98.00/hr</del>  | <b>\$106.00/hr</b> |
|                                                                      |                          |                        |                    |
| Field Service Call Drive Time                                        | <del>\$95.00/hour</del>  | <del>\$105.00/hr</del> | <b>\$133.00/hr</b> |
|                                                                      |                          |                        |                    |
| <b>Trailer Repair Labor Rate at Contractor's facility</b>            |                          |                        | <b>\$104.00/hr</b> |
|                                                                      |                          |                        |                    |
| <b>Lift Gate Labor Rate at Contractor's facility</b>                 |                          |                        | <b>\$104.00/hr</b> |

|                                         |                                  |               |    |    |                     |  |
|-----------------------------------------|----------------------------------|---------------|----|----|---------------------|--|
| Mileage or fuel charge (see 2.3.1.2.5.) |                                  | per mile      | OR | \$ | flat rate           |  |
|                                         | <b>Mileage</b>                   | <b>\$1.50</b> |    |    |                     |  |
|                                         | <b>Fuel</b>                      |               |    |    | <b>\$15.00/trip</b> |  |
| Business hours                          | Monday - Friday: 8:00AM - 5:00PM |               |    |    |                     |  |
|                                         |                                  |               |    |    |                     |  |

**CP COMPANY, DBA: CT POWER & ICEBERG ENTERPRISE**

|                                                                                                                         |                                  |                                  |                                  |                                  |                                  |  |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--|
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                  |                                  |                                  |                                  |                                  |  |
|                                                                                                                         | <b>MONDAY</b>                    | <b>TUESDAY</b>                   | <b>WEDNESDAY</b>                 | <b>THURSDAY</b>                  | <b>FRIDAY</b>                    |  |
| Durango Main Service Center                                                                                             | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> |  |
| Mesa Service Center                                                                                                     | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> |  |
| Dysart Service Center                                                                                                   | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> |  |
| Downtown Service Center                                                                                                 | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> |  |
| Buckeye Service Center                                                                                                  | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> | 8:00AM - 4:30PM<br><b>5:00PM</b> |  |

Return policy if more advantageous than the County's (reference section 2.5)

Restocking charge, if applicable (reference section 2.5.3.)

**15%**

Additional services offered:

**Refrigerated trailer rentals 28ft to 53ft**  
**10% discount on base rate (daily, weekly, monthly)**  
**0% discount on variable charges (delivery/pickup, reefer running charge, fuel usage, fuel drop, mileage).**

Warranties may vary by parts manufacturers

See attached manufacturers' warranties for additional information on the scope and limitations of the manufacturers' warranties.

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000006742

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**CUMMINS, INC. 7401 CHURCH RANCH BLVD. STE 206, WESTMINSTER, CO 80021**  
**390 INTERLOCKEN CRESCENT STE. 200 BROOMFIELD, CO 80021**

|                                                                        |                                                                                                                                                                                                                                        |                          |        |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | Cummins, Inc.                                                                                                                                                                                                                          |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          | Cummins Sales and Services                                                                                                                                                                                                             |                          |        |
| MAILING ADDRESS:                                                       | 390 Interlocken Crescent Ste. 200 Broomfield, CO 80021                                                                                                                                                                                 |                          |        |
| REMIT TO ADDRESS:                                                      | 390 Interlocken Crescent Ste. 200 Broomfield, CO 80021                                                                                                                                                                                 |                          |        |
| TELEPHONE NUMBER:                                                      | 623-474-2600                                                                                                                                                                                                                           |                          |        |
| FACSIMILE NUMBER:                                                      | 623-474-2730                                                                                                                                                                                                                           |                          |        |
| WEB SITE:                                                              | www.cumminsrockymountain.com                                                                                                                                                                                                           |                          |        |
| REPRESENTATIVE NAME:                                                   | Theresa Gardner Phil Cochren                                                                                                                                                                                                           |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 623-474-2600                                                                                                                                                                                                                           |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | <a href="mailto:theresa.gardner@cummins.com">theresa.gardner@cummins.com</a><br><a href="mailto:rockymountainar@cummins.com">rockymountainar@cummins.com</a><br><a href="mailto:phil.cochren@cummins.com">phil.cochren@cummins.com</a> |                          |        |
|                                                                        | YES                                                                                                                                                                                                                                    | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>                                                                                                                                                                                                    | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>                                                                                                                                                                                                    | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                                                                                                                                                                                                                        |                          |        |

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manuf price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED           | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK       |
|---------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------------|
| Cummins OEM Genuine Parts       | Minus                         | 7/2020          |                               |                 | 20%              | see attachment |
| Fleet Guard Filters and Coolant | Minus                         | 7/2020          |                               |                 | 62%              |                |
| Onan Power Generators and Parts | Minus                         | 7/2020          |                               |                 | 20%              |                |
| Valvoline Oil                   | Minus                         | 7/2020          |                               |                 | 33%              |                |
| Valvoline Grease                | Minus                         | 7/2020          |                               |                 | 33%              |                |
|                                 |                               |                 |                               |                 |                  |                |
|                                 |                               |                 |                               |                 |                  |                |
|                                 |                               |                 |                               |                 |                  |                |

Labor rates may vary by vehicle and equipment

**\$110.00 per hour Eff. 10/01/21**

Labor rate at Contractor's facility(ies) ~~\$ \$102 per hour~~ \$ \_\_\_\_\_

Labor rate for field service \$ \$112 per hour \$ \_\_\_\_\_

Labor rate for field service call (if applicable) \$ N/A \$ \_\_\_\_\_

Labor rate afterhours/overtime \$ \$120 per hour \$ \_\_\_\_\_

Additional labor rates for other vehicles and equipment applications

N/A

\$ 0

CUMMINS, INC

PRICING EFF. 10/1/2024

| Labor Category                           | Labor Rate | Unit of Measure |
|------------------------------------------|------------|-----------------|
| Labor Rate at Contractor's Facility(ies) | \$120.00   | HR              |
| After Hours Labor Rate                   | \$130.00   | HR              |
| Weekend Labor Rate                       | \$130.00   | HR              |
| Mileage or Fuel Charge                   | \$115.00   | Flat Rate       |
|                                          |            |                 |
| Discount Pricing                         |            |                 |
| Cummins OEM Genuine Parts:               | 20% off    | Cummins MSRP    |
| Fleetguard Filters and Coolant           | 62% off    | MSRP            |
| Valvoline Oil and Grease                 | 33% off    | MSRP            |

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

~~Mileage or fuel charge (see 2.5.1.2.5.)~~ ~~\$ \$2.50~~ ~~per mile~~ ~~OR~~ ~~\$ N/A~~ ~~flat rate~~

Business hours \_\_\_\_\_ 6 a.m. to 6 p.m. Mon. thru Fri. \_\_\_\_\_

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

|                             | <u>MONDAY</u> | <u>TUESDAY</u> | <u>WEDNESDAY</u> | <u>THURSDAY</u> | <u>FRIDAY</u> |
|-----------------------------|---------------|----------------|------------------|-----------------|---------------|
| Durango Main Service Center | Afternoon     | Afternoon      | Afternoon        | Afternoon       | Afternoon     |
| Mesa Service Center         |               |                |                  |                 |               |
| Dysart Service Center       |               |                |                  |                 |               |
| Downtown Service Center     |               |                |                  |                 |               |
| Buckeye Service Center      |               |                |                  |                 |               |

(Applies to all locations)

Return policy if more advantageous than the County's (reference section 2.5)  
\_\_\_\_\_ N/A \_\_\_\_\_

Restocking charge, if applicable (reference section 2.5.3.)  
\_\_\_\_\_ 10% Restocking Fee on special orders/non-stock \_\_\_\_\_

Additional services offered:  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warranties may vary by parts manufacturers  
\_\_\_\_\_ yes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUMMINS, INC**

**ATTACHMENT D PRICING SHEET**

Warranty on labor minimum 12 months (reference section 3.12)

Mini/Max 12 months

Additional participating locations:

N/A

|                           |                                                                                                    |
|---------------------------|----------------------------------------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                                              |
| Terms:                    | NET 30 DAYS                                                                                        |
| Vendor Number:            | VS0000001881                                                                                       |
| Certificates of Insurance | Required                                                                                           |
| Contract Period:          | To cover the period ending <b>September 30, 2021</b> <del>2022</del> <del>2024</del> <b>2025</b> . |

**DRAKE TRUCK BODIES, LLC. DBA: DRAKE EQUIPMENT OF ARIZONA, 2235 S 19TH AVE., PHOENIX AZ 85009**

|                                                                        |                                                                                                                                              |                                     |        |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------|
| COMPANY NAME:                                                          | DRAKE TRUCK BODIES, LLC. EQUIPMENT                                                                                                           |                                     |        |
| DOING BUSINESS AS (DBA) NAME:                                          | DRAKE EQUIPMENT OF ARIZONA                                                                                                                   |                                     |        |
| MAILING ADDRESS:                                                       | 2235 S 19TH AVE., PHOENIX AZ 85009                                                                                                           |                                     |        |
| REMIT TO ADDRESS:                                                      | SAA                                                                                                                                          |                                     |        |
| TELEPHONE NUMBER:                                                      | 602-278-2552                                                                                                                                 |                                     |        |
| FACSIMILE NUMBER:                                                      | 602-278-0427                                                                                                                                 |                                     |        |
| WEB SITE:                                                              | WWW.DRAKEEQUIPMENT.COM                                                                                                                       |                                     |        |
| REPRESENTATIVE NAME:                                                   | DAVE DRAKE <b>Mark Kruse</b>                                                                                                                 |                                     |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-278-2552 <b>x2102</b>                                                                                                                    |                                     |        |
| REPRESENTATIVE E-MAIL:                                                 | <a href="mailto:dave@drakeequipment.com">dave@drakeequipment.com</a><br><a href="mailto:mark@drakeequipment.com">mark@drakeequipment.com</a> |                                     |        |
|                                                                        | YES                                                                                                                                          | NO                                  | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>                                                                                                          | <input type="checkbox"/>            | 0      |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input type="checkbox"/>                                                                                                                     | <input checked="" type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 10 DAYS                        |                                                                                                                                              |                                     |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING                | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
|-----------------------|-------------------------------|--------------------------------|-------------------------------|-----------------|------------------|----------|
| BUYERS                | LIST                          | 6/1/2019<br><b>7/5/2022</b>    | N/A                           | N/A             | 15               |          |
| DELTA TOOLBOXES       | LIST                          | 09/01/2019<br><b>7/5/2022</b>  | N/A                           | N/A             | 40               |          |
| KNAACK                | <u>LIST</u>                   | 03/31/2020<br><b>7/18/2022</b> | N/A                           | N/A             | 15               |          |
| MASTERACK             | <u>LIST</u>                   | 40/21/2018                     | N/A                           | N/A             | 0                |          |
| WEATHERGUARD          | <u>LIST</u>                   | 04/24/2020<br><b>7/18/2022</b> | N/A                           | N/A             | 15               |          |
| DRAKE LADDER RACK     | LIST                          | 03/01/2018<br><b>7/1/2022</b>  | N/A                           | N/A             | 0                |          |
| KARGOMASTER           | LIST                          | 02/07/2020<br><b>5/18/2022</b> | N/A                           | N/A             | 15               |          |
| FILL-RITE             | <u>LIST</u>                   | 07/16/2020<br><b>1/17/2022</b> | N/A                           | N/A             | 10               |          |
| CURT                  | LIST                          | 01/06/2020<br><b>7/2/2022</b>  | N/A                           | N/A             | 30               |          |
| RETRAX                | <u>LIST</u>                   | 02/05/2020<br><b>1/31/2022</b> | N/A                           | N/A             | 0                |          |
| RANCHHAND             | LIST                          | 02/13/2020                     | N/A                           | N/A             | 0                |          |
| GO INDUSTRIES         | <u>LIST</u>                   | 12/11/2019                     | N/A                           | N/A             | 0                |          |

**DRAKE TRUCK BODIES, LLC. DBA: DRAKE EQUIPMENT OF ARIZON**

|                  |      |                                |     |     |    |  |
|------------------|------|--------------------------------|-----|-----|----|--|
| UWS              | LIST | 07/14/2020<br><b>7/2/2022</b>  | N/A | N/A | 0  |  |
| B&W              | LIST | 06/01/2019<br><b>5/31/2022</b> | N/A | N/A | 7  |  |
| REEL CRAFT       | LIST | 01/01/2019<br><b>9/6/2021</b>  | N/A | N/A | 0  |  |
| ECCO             | LIST | 07/01/2019<br><b>1/3/2022</b>  | N/A | N/A | 25 |  |
| SOLAR TECHNOLOGY | LIST | 07/20/2020<br><b>6/1/2022</b>  | N/A | N/A | 0  |  |

|                                                                                                                         |  |                                                                          |                |                  |                 |               |
|-------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|----------------|------------------|-----------------|---------------|
| Labor rates may vary by vehicle and equipment                                                                           |  |                                                                          | Eff 10/1/22    |                  |                 |               |
| Labor rate at Contractor's facility(ies)                                                                                |  | \$89.00                                                                  | \$118.00       | \$               |                 |               |
| Labor rate for field service                                                                                            |  | \$159.00                                                                 | \$236.00       | \$               |                 |               |
| Labor rate for field service call (if applicable)                                                                       |  | \$253.00                                                                 | \$367.00       | \$               |                 |               |
| Labor rate afterhours/overtime                                                                                          |  | \$218.00                                                                 | \$323.00       | \$               |                 |               |
| Additional labor rates for other vehicles and equipment applications                                                    |  |                                                                          |                |                  |                 |               |
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 |  | \$                                                                       | per mile       | OR               | \$              | flat rate     |
| Business hours                                                                                                          |  |                                                                          | 7:30-5:30 M-F  |                  |                 |               |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |  | N/A                                                                      |                |                  |                 |               |
|                                                                                                                         |  | <b>MONDAY</b>                                                            | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b> |
| Durango Main Service Center                                                                                             |  |                                                                          |                |                  |                 |               |
| Mesa Service Center                                                                                                     |  |                                                                          |                |                  |                 |               |
| Dysart Service Center                                                                                                   |  |                                                                          |                |                  |                 |               |
| Downtown Service Center                                                                                                 |  |                                                                          |                |                  |                 |               |
| Buckeye Service Center                                                                                                  |  |                                                                          |                |                  |                 |               |
| Return policy if more advantageous than the County's (reference section 2.5)                                            |  | Stocking items within 30 days                                            |                |                  |                 |               |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             |  | None for stocked items....non stock are 25% plus freight back to factory |                |                  |                 |               |

**DRAKE TRUCK BODIES, LLC. DBA: DRAKE EQUIPMENT OF ARIZON**

|                                            |  |                 |  |  |  |  |
|--------------------------------------------|--|-----------------|--|--|--|--|
| Additional services offered:               |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |
| Warranties may vary by parts manufacturers |  | Varies with mfg |  |  |  |  |
|                                            |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |
|                                            |  |                 |  |  |  |  |

|                                                              |  |           |  |  |  |  |
|--------------------------------------------------------------|--|-----------|--|--|--|--|
| Warranty on labor minimum 12 months (reference section 3.12) |  | 12 MONTHS |  |  |  |  |
|                                                              |  |           |  |  |  |  |
|                                                              |  |           |  |  |  |  |
| Additional participating locations:                          |  |           |  |  |  |  |

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 10 DAYS                                                          |
| Vendor Number:            | VC0000008038                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021-2022 2024 2025.</b> |

**EMPIRE SOUTHWEST, LLC, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210**

|                                  |                                                                                                                                                                      |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Empire Southwest, LLC                                                                                                                                                |
| DOING BUSINESS AS (dba):         |                                                                                                                                                                      |
| MAILING ADDRESS:                 | 1725 S Country Club Drive, Mesa, AZ 85210                                                                                                                            |
| REMIT TO ADDRESS:                |                                                                                                                                                                      |
| TELEPHONE NUMBER:                | 480-633-4000                                                                                                                                                         |
| FAX NUMBER:                      | 480-633-4626                                                                                                                                                         |
| WWW ADDRESS:                     | www.empire-cat.com                                                                                                                                                   |
| REPRESENTATIVE NAME:             | Mark D Vander Giessen <b>Mike Knapp</b>                                                                                                                              |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-639-0582 <b>602-621-1922</b>                                                                                                                                     |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:mark.vandergiessen@empire-cat.com">mark.vandergiessen@empire-cat.com</a><br><a href="mailto:mike.knapp@empire-cat.com">mike.knapp@empire-cat.com</a> |

|                                                                        |                                     |                          |        |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|--------|
|                                                                        | YES                                 | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 0      |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 0      |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                     |                          |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "*CURRENT PRICING*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED   | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                 |
|-------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------------------------------------------------------|
| Caterpillar             |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| American Compaction     |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Arrow Material Handling | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| BLS                     | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Braden Winch            | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Broce                   |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Custom Hoist            | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Dymax                   |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Enerpac                 | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Epiroc                  |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Genie                   | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Goundforce              |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| HKX                     | -                             |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| JLG                     |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| JRB                     |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Mega                    |                               |                 |                               |                 | 0                | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |

**EMPIRE SOUTHWEST, LLC**

|                    |   |  |  |  |   |                                                          |
|--------------------|---|--|--|--|---|----------------------------------------------------------|
| Metso              | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Milwaukee Cylinder |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Multiquip          | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Paladin            |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Permco             |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Ring o Matic       | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Rockland           |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Summit             | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| T Y Cushion        | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Tink               | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Weiler             |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Werk-Brau          | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Woods              |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Fuso               | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Mac                |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Maintainer         | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Murray Trailers    |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Trail King         | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| UTB                |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Challenger         | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Claas              |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Gearmore           | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Grouser            |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Lexion             | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Massey Furguson    |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Mil-Stak Inc       | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Nikkel Iron Works  |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Reynolds           |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Rogator            | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Rome Plow          |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Schmeiser          | - |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Stinger            |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Sunflower          |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| T. G. Schmeiser    |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Terragator         |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Valmar             |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Wilcox             |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Willmar            |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |
| Woods              |   |  |  |  | 0 | <a href="http://www.parts.cat.com">www.parts.cat.com</a> |

Labor rates may vary by vehicle and equipment

|                                                   |             |                        |  |
|---------------------------------------------------|-------------|------------------------|--|
|                                                   |             |                        |  |
| Labor rate at Contractor's facility(ies)          | \$128.80/hr | \$148.35/hr Eff 4/1/24 |  |
| Labor rate for field service                      | \$172.25/hr | \$205.00/hr Eff 4/1/24 |  |
| Labor rate for field service call (if applicable) | \$172.25/hr | \$205.00/hr Eff 4/1/24 |  |
| Labor rate afterhours/overtime                    | \$217.90/hr | \$260.35/hr Eff 4/1/24 |  |

**EMPIRE SOUTHWEST, LLC**

|                                                                                                                         |                                                                        |                |                  |                 |               |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------|------------------|-----------------|---------------|
| Additional labor rates for other vehicles and equipment applications                                                    |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | Eff. 04/01/24<br>\$172.25/hr<br><b>\$205.00/hr</b>                     | per mile       | OR               | \$              | flat rate     |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Business hours                                                                                                          | 8am-5pm                                                                |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                        |                |                  |                 |               |
|                                                                                                                         | <b>MONDAY</b>                                                          | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b> |
| Durango Main Service Center                                                                                             | parts can be picked up at any Empire location                          |                |                  |                 |               |
| Mesa Service Center                                                                                                     |                                                                        |                |                  |                 |               |
| Dysart Service Center                                                                                                   |                                                                        |                |                  |                 |               |
| Downtown Service Center                                                                                                 |                                                                        |                |                  |                 |               |
| Buckeye Service Center                                                                                                  |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Return policy if more advantageous than the County's (reference section 2.5)                                            |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Restocking charge, if aplicable (reference section 2.5.3.)                                                              | <u>no charge 0-15 days, 15% 16-60 days, 20% or non-stock 0-60 days</u> |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Additional services offered:                                                                                            |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Warranties may vary by parts manufacturers                                                                              | 12 months on material                                                  |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | 12 months on workmanship                                               |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
|                                                                                                                         |                                                                        |                |                  |                 |               |
| Additional participating locations:                                                                                     |                                                                        |                |                  |                 |               |

**EMPIRE SOUTHWEST, LLC**

200209-Pricing-Page-Empire Southwest Labor Rates Eff. 10-01-21.pdf

Effective 10/01/2021

| <b>EMPIRE MACHINERY LABOR RATES</b>  |          |          |
|--------------------------------------|----------|----------|
| <b>01/01/2021 to 12/31/2021</b>      |          |          |
| <b>ARIZONA LOCATIONS</b>             |          |          |
|                                      | Regular  | Overtime |
| <b>Shop Rates / All Stores</b>       |          |          |
| Construction Equipment               | \$131.20 | \$172.05 |
| Welding                              | \$131.70 | \$172.05 |
| AGCO / BCO / CCE                     | \$127.70 | \$168.60 |
| Lube Services                        | \$140.10 | \$149.95 |
| Ag Special Rate **                   | \$124.65 | \$165.55 |
| <b>Machinery Field Service (All)</b> |          |          |
| 1st Man                              | \$175.45 | \$221.95 |
| 2nd Man                              | \$122.95 | \$169.45 |
| Lube Services                        | \$136.05 | \$182.55 |
| Boom Truck                           | \$175.45 | \$221.95 |
| <b>Empire Precision Machine</b>      |          |          |
| Inspection                           | \$130.35 | \$171.25 |
| Weld Shop                            | \$130.35 | \$171.25 |
| Small Machines                       | \$130.35 | \$171.25 |
| Medium Machines                      | \$161.85 | \$202.80 |
| Large Machines                       | \$180.05 | \$221.00 |
| Metal Spray                          | \$171.85 | \$212.75 |
| <b>Empire Hydraulics</b>             |          |          |
| Shop Service                         | \$120.25 | \$161.10 |
| <b>PER DIEM</b>                      |          |          |
|                                      | \$203.65 |          |

**EMPIRE SOUTHWEST, LLC**Effective 10/1/2022

| <b>EMPIRE MACHINERY LABOR RATES</b><br><b>01/31/2022 to 12/31/2022</b> |          |          |
|------------------------------------------------------------------------|----------|----------|
|                                                                        | Regular  | Overtime |
| <b>Shop Rates / All Stores</b>                                         |          |          |
| Construction Equipment                                                 | \$136.55 | \$179.05 |
| Welding                                                                | \$136.55 | \$179.05 |
| AGCO / BCP / CCE                                                       | \$132.90 | \$175.50 |
| Lube Services                                                          | \$114.60 | \$156.05 |
| Ag Special Rate **                                                     | \$129.75 | \$172.30 |
| <b>Machinery Field Service (All)</b>                                   |          |          |
| 1st Man                                                                | \$182.60 | \$231.00 |
| 2nd Man                                                                | \$127.95 | \$176.35 |
| Lube Services                                                          | \$141.60 | \$190.00 |
| Boom Truck                                                             | \$182.60 | \$231.00 |
| <b>Mining Shop</b>                                                     |          |          |
| All Other Mining                                                       | \$144.30 | \$193.40 |
| <b>Mining Field</b>                                                    |          |          |
| All Other Mining                                                       | \$185.25 | \$234.45 |
| Mining Lube                                                            | \$141.60 | \$190.00 |
| <b>Empire Precision Machine</b>                                        |          |          |
| Inspection                                                             | \$135.65 | \$178.25 |
| Weld Shop                                                              | \$135.65 | \$178.25 |
| Small Machines                                                         | \$135.65 | \$178.25 |
| Medium Machines                                                        | \$168.45 | \$211.10 |
| Large Machines                                                         | \$187.40 | \$230.00 |
| Metal Spray                                                            | \$178.85 | \$221.45 |
| <b>Empire Hydraulics</b>                                               |          |          |
| Shop Service                                                           | \$125.15 | \$167.70 |
| <b>PER DIEM</b>                                                        |          |          |
|                                                                        | \$211.95 |          |

**EMPIRE SOUTHWEST, LLC**

| <b>EMPIRE MACHINERY LABOR RATES</b><br><b>Maricopa County</b><br><b>Effective: 4/01/2024</b><br><b>ARIZONA LOCATIONS</b> |          |          |
|--------------------------------------------------------------------------------------------------------------------------|----------|----------|
|                                                                                                                          | Regular  | Overtime |
| <b>CONSTRUCTION RATES</b>                                                                                                |          |          |
| Shop                                                                                                                     | \$148.35 | \$197.35 |
| Weld                                                                                                                     | \$148.35 | \$197.35 |
| Weld - Wear Surfaces Shop                                                                                                | \$89.25  | \$118.70 |
| AGCO/BCP/CCE                                                                                                             | \$144.40 | \$192.00 |
| CI Lube Services Shop                                                                                                    | \$128.70 | \$171.15 |
| AG Special Rate                                                                                                          | \$140.95 | \$187.50 |
| CI Field 1st Man                                                                                                         | \$205.00 | \$260.35 |
| CI Field 2nd Man                                                                                                         | \$143.65 | \$182.45 |
| Weld - Wear Surfaces Field                                                                                               | \$124.75 | \$157.85 |
| Lube Services Field - CVA                                                                                                | \$158.95 | \$211.40 |
| Lube Services Field - Non-CVA                                                                                            | \$158.95 | \$211.40 |
| Boom Truck                                                                                                               | \$205.00 | \$260.35 |
| <b>MINING RATES</b>                                                                                                      |          |          |
| RI Field                                                                                                                 | \$208.00 | \$263.20 |
| RI field 2nd Man                                                                                                         | \$145.60 | \$184.25 |
| RI Lube Services                                                                                                         | \$158.95 | \$211.40 |
| Mining Shop                                                                                                              | \$156.75 | \$210.15 |
| Field Underground                                                                                                        | \$216.50 | \$274.00 |
| Shop Underground                                                                                                         | \$189.50 | \$239.50 |
| <b>HYDRAULIC RATES</b>                                                                                                   |          |          |
| Shop                                                                                                                     | \$135.95 | \$180.85 |
| <b>MACHINING RATES</b>                                                                                                   |          |          |
| EPM Inspection                                                                                                           | \$147.35 | \$193.65 |
| EPM Weld                                                                                                                 | \$147.35 | \$193.65 |
| EPM Small Machine                                                                                                        | \$147.35 | \$193.65 |
| EPM Medium Machine                                                                                                       | \$183.00 | \$240.50 |
| EPM Large Machine                                                                                                        | \$203.60 | \$267.55 |
| EPM Metal Spray                                                                                                          | \$194.30 | \$255.35 |
| <b>PER DIEM</b>                                                                                                          | \$230.25 |          |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000008334

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021-2022 2024 2025.**

**FLEETPRIDE, 1801 N. BLACK CYN. HWY PHOENIX, AZ 85009, 650 N. 99TH AVENUE, AVONDALE, AZ 85323**

|                                                                        |                                                                 |                          |        |
|------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | Fleetpride                                                      |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          |                                                                 |                          |        |
| MAILING ADDRESS:                                                       | 1801 N. Black Cyn. Hwy Phoenix, Az 85009                        |                          |        |
| REMIT TO ADDRESS:                                                      | PO Box 847118, Dallas, TX 75284-7118                            |                          |        |
| TELEPHONE NUMBER:                                                      | 623-907-1298                                                    |                          |        |
| FACSIMILE NUMBER:                                                      | 623-936-2223                                                    |                          |        |
| WEB SITE:                                                              | wwwW.Fleetpride.com                                             |                          |        |
| REPRESENTATIVE NAME:                                                   | Bob Shoufler <b>Gary Price</b>                                  |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 623-907-1298 <b>602-258-8851</b>                                |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | Bob.Shoufler@fleetpride.com<br><b>Gary.price@fleetpride.com</b> |                          |        |
|                                                                        | YES                                                             | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>                             | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>                             | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                                                 |                          |        |

### 1.0 PRICING:

#### HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------|
| Euclid                | Minus                         | 07/01/2020      |                               |                 | 55%              |          |
| OTR Slacks            | Minus                         | 07/01/2020      |                               |                 | 50%              |          |
| OTR Electrical        | Minus                         | 07/01/2020      |                               |                 | 50%              |          |
| Wabco                 | Minus                         | 07/01/2020      |                               |                 | 58%              |          |
| Hal dex New           | Minus                         | 07/01/2020      |                               |                 | 64%              |          |
| Hal dex Reman         | Minus                         | 07/01/2020      |                               |                 | 64%              |          |
| Cargo Control         | Minus                         | 07/01/2020      |                               |                 | 60%              |          |
| Federal Signal        | Minus                         | 07/01/2020      |                               |                 | 60%              |          |
| OTR Drums             | Minus                         | 07/01/2020      |                               |                 | 65%              |          |
| Webb                  | Minus                         | 07/01/2020      |                               |                 | 62%              |          |
| Bendix Hyd Brake      | Minus                         | 07/01/2020      |                               |                 | 55%              |          |
| OTR Air               | Minus                         | 07/01/2020      |                               |                 | 60%              |          |
| OTR Loom              | Minus                         | 07/01/2020      |                               |                 | 60%              |          |
| CEC Lighting          | Minus                         | 07/01/2020      |                               |                 | 60%              |          |
| GE Lighting           | Minus                         | 07/01/2020      |                               |                 | 65%              |          |
| Stemco                | Minus                         | 07/01/2020      |                               |                 | 68%              |          |

**FLEETPRIDE, 1801 N. BLACK CYN. HWY PHOENIX**

|                        |       |            |  |  |     |  |
|------------------------|-------|------------|--|--|-----|--|
| Exhaust pipe & flex    | Minus | 07/01/2020 |  |  | 60% |  |
| Exhaust Chrome         | Minus | 07/01/2020 |  |  | 65% |  |
| Exhaust Elbows & acces | Minus | 07/01/2020 |  |  | 60% |  |
| OTR Brass              | Minus | 07/01/2020 |  |  | 68% |  |
| PP Electrical          | Minus | 07/01/2020 |  |  | 65% |  |
| OTR Chambers           | Minus | 07/01/2020 |  |  | 70% |  |
| Dayton 261             | Minus | 07/01/2020 |  |  | 60% |  |
| OTR Clutch             | Minus | 07/01/2020 |  |  | 65% |  |
| Grote                  | Minus | 07/01/2020 |  |  | 64% |  |
| Trucklite              | Minus | 07/01/2020 |  |  | 70% |  |
| SAF Holland            | Minus | 07/01/2020 |  |  | 65% |  |
| TIMKEN                 | Minus | 07/01/2020 |  |  | 73% |  |
| National               | Minus | 07/01/2020 |  |  | 68% |  |
| National Seal          | Minus | 07/01/2020 |  |  | 68% |  |
| Gates Hyd              | Minus | 07/01/2020 |  |  | 60% |  |
| Gates Water Pumps      | Minus | 07/01/2020 |  |  | 60% |  |
| Breeze                 | Minus | 07/01/2020 |  |  | 60% |  |
| OTR Brakes             | Minus | 07/01/2020 |  |  | 60% |  |
| Autotech Wipers        | Minus | 07/01/2020 |  |  | 68% |  |
| Gunite                 | Minus | 07/01/2020 |  |  | 70% |  |
| Bendix New             | Minus | 07/01/2020 |  |  | 55% |  |
| Horton                 | Minus | 07/01/2020 |  |  | 55% |  |
| Cole Hersee            | Minus | 07/01/2020 |  |  | 65% |  |
| Monroe                 | Minus | 07/01/2020 |  |  | 65% |  |
| hendrickson            | Minus | 07/01/2020 |  |  | 50% |  |
| Krylon                 | Minus | 07/01/2020 |  |  | 65% |  |
| Spicer                 | Minus | 07/01/2020 |  |  | 60% |  |
| Air Bags               | Minus | 07/01/2020 |  |  | 82% |  |
| Buyers                 | Minus | 07/01/2020 |  |  | 50% |  |
| Muncie                 | Minus | 07/01/2020 |  |  | 52% |  |
| Hayden                 | Minus | 07/01/2020 |  |  | 60% |  |
| Dorman Hardware        | Minus | 07/01/2020 |  |  | 62% |  |
| Dayco Belts & pully    | Minus | 07/01/2020 |  |  | 68% |  |
| Chelsea                | Minus | 07/01/2020 |  |  | 56% |  |
| mudflaps               | Minus | 07/01/2020 |  |  | 62% |  |
| Permatex               | Minus | 07/01/2020 |  |  | 70% |  |
| Permco                 | Minus | 07/01/2020 |  |  | 55% |  |
| Meritor                | Minus | 07/01/2020 |  |  | 55% |  |
| Meritor                | Minus | 07/01/2020 |  |  | 55% |  |
| Hella                  | Minus | 07/01/2020 |  |  | 67% |  |
| Parker                 | Minus | 07/01/2020 |  |  | 55% |  |

**FLEETPRIDE, 1801 N. BLACK CYN. HWY PHOENIX**

|                  |       |            |  |  |     |  |
|------------------|-------|------------|--|--|-----|--|
| Dorman           | Minus | 07/01/2020 |  |  | 62% |  |
| Preco            | Minus | 07/01/2020 |  |  | 55% |  |
| Red Dot          | Minus | 07/01/2020 |  |  | 45% |  |
| MEI              | Minus | 07/01/2020 |  |  | 60% |  |
| PTAC             | Minus | 07/01/2020 |  |  | 70% |  |
| Whelen           | Minus | 07/01/2020 |  |  | 62% |  |
| Bendix Reman     | Minus | 07/01/2020 |  |  | 58% |  |
| Bulldog          | Minus | 07/01/2020 |  |  | 50% |  |
| Reyco            | Minus | 07/01/2020 |  |  | 55% |  |
| OTR DPF Products | Minus | 07/01/2020 |  |  | 50% |  |
| Unity            | Minus | 07/01/2020 |  |  | 45% |  |
| Tomkins          | Minus | 07/01/2020 |  |  | 68% |  |
| Milton           | Minus | 07/01/2020 |  |  | 55% |  |
| Ecco             | Minus | 07/01/2020 |  |  | 50% |  |
| 3-M              | Minus | 07/01/2020 |  |  | 40% |  |
| OTR Turbo        | Minus | 07/01/2020 |  |  | 50% |  |
| Antifreeze       | Minus | 07/01/2020 |  |  | 62% |  |
| Grease. ATF, oil | Minus | 07/01/2020 |  |  | 62% |  |
| OTR DEF Fluid    | Minus | 07/01/2020 |  |  | 65% |  |
| Waltco           | Minus | 07/01/2020 |  |  | 50% |  |
| OTR Radiator     | Minus | 07/01/2020 |  |  | 50% |  |
| OTR Suspension   | Minus | 07/01/2020 |  |  | 52% |  |
|                  |       |            |  |  |     |  |

Labor rates may vary by vehicle  
and equipment

Labor rate at Contractor's  
faciliy(ies) \$65.00 Driveline \$95.00 PTO, Trans & Diff \$105 Hydraulic Work

Labor rate for field service N/A \$

Labor rate for field service call (if  
applicable) N/A \$

Labor rate afterhours/overtime \$65.00 Driveline \$95.00 PTO, Trans & Diff \$105 Hydraulic Work

Mileage or fuel charge  
(see 2.3.1.2.5.) N/A per mile OR N/A flat rate

Business hours 7:00-5:30 Mon -Fri 8:00 to 1:00 Saturday

**FLEETPRIDE, 1801 N. BLACK CYN. HWY PHOENIX**

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

|                             | <b>MONDAY</b>                  | <b>TUESDAY</b>                 | <b>WEDNESDAY</b>               | <b>THURSDAY</b>                | <b>FRIDAY</b>                  |
|-----------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Durango Main Service Center | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day |
| Mesa Service Center         | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day |
| Dysart Service Center       | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day |
| Downtown Service Center     | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day | Daily / Multiple Times Per Day |
| Buckeye Service Center      | Daily                          | Daily                          | Daily                          | Daily                          | Daily                          |

Return policy if more advantageous than the County's (reference section 2.5)

Restocking charge, if applicable (reference section 2.5.3.)

Additional services offered:

Drive Line Manufacturing, Transmission & Diff Rebuilding, Hydraulic Cylinder Rebuilding, Hydraulic Hose Mfg,

Warranties may vary by parts manufacturers

Fleetpride bases warranty on manufactures warranty

Warranty on labor minimum 12 months (reference section 3.12)

Fleetpride bases any labor claim on warranty on manufactures warranty

Additional participating locations:

Fleetpride Mesa  
Fleetpride Avondale  
Fleetpride Deer Valley

FLEETPRIDE, 1801 N. BLACK CYN. HWY PHOENIX

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 30 DAYS                                                          |
| Vendor Number:            | VC0000006206                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021-2022 2024 2025.</b> |

**KENZ & LESLIE OF ARIZONA, INC. PO BOX 1066, ARVADA, CO 80001**

|                                  |                                                                                                                                                                                                                                                      |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Kenz & Leslie of Arizona                                                                                                                                                                                                                             |
| DOING BUSINESS AS (DBA) NAME:    | Kenz & Leslie Distributing                                                                                                                                                                                                                           |
| MAILING ADDRESS:                 | 1820 W Knudsen Dr Phoenix, AZ 85027                                                                                                                                                                                                                  |
| REMIT TO ADDRESS:                | PO BOX 1066, Arvada, CO 80001                                                                                                                                                                                                                        |
| TELEPHONE NUMBER:                | 800-342-5445                                                                                                                                                                                                                                         |
| FACSIMILE NUMBER:                | 303-432-2190                                                                                                                                                                                                                                         |
| WEB SITE:                        | www.kenzandleslie.com                                                                                                                                                                                                                                |
| REPRESENTATIVE NAME:             | Kris Hammon <b>Mike Leslie</b>                                                                                                                                                                                                                       |
| REPRESENTATIVE TELEPHONE NUMBER: | 3036195125 <b>623-293-7218</b>                                                                                                                                                                                                                       |
| REPRESENTATIVE E-MAIL:           | <a href="mailto:kris@kenzandleslie.com">kris@kenzandleslie.com</a><br><a href="mailto:mike.leslie@kenzandleslie.com">mike.leslie@kenzandleslie.com</a><br><a href="mailto:Heather.florence@kenzandleslie.com">Heather.florence@kenzandleslie.com</a> |

|                                                                        | YES                                 | NO                                  | REBATE |
|------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                     |                                     |        |

**ATTACHMENT D - PRICING SHEET**

DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidder(s) shall submit with their bid response, manufacturers' published price lists(s) for each product line offered in order to provide the greatest coverage of related products. Price list(s) may be physical catalogs (two minimum) or a digital catalog in PDF format. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

**ITEM DESCRIPTION**

HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES

| MANUFACTURERS (List manufacturers offered below) | CURRENT PRICE LIST AT DATE OF ISSUE | PRICE COLUMN TO BE USED | DISCOUNT (% OFF) |
|--------------------------------------------------|-------------------------------------|-------------------------|------------------|
| BG Products                                      | 2020                                | Column D                | ~60%             |
|                                                  |                                     |                         |                  |

# KENZ & LESLIE OF ARIZONA

Mileage (see 2.3.1.1.4.)/fuel charge (see 2.3.1.1.5.) NA per mile NA flat rate

Business hours Monday - Friday 7AM - 4PM

Return policy if more advantageous than the County's (see Section 2.5) NA

Restocking charge (see section 2.5.3.) NA

Additional services offered: As-Needed

Warranty (coverage period for parts and services) Lifetime Warranty on All Equipment with BG Usage

Additional participating locations:

| Delivery schedule to:       | MONDAY    | TUESDAY   | WEDNESDAY | THURSDAY  | FRIDAY    |
|-----------------------------|-----------|-----------|-----------|-----------|-----------|
| Durango Main Service Center | As-Needed | As-Needed | As-Needed | As-Needed | As-Needed |
| Mesa Service Center         | As-Needed | As-Needed | As-Needed | As-Needed | As-Needed |
| Dysart Service Center       | As-Needed | As-Needed | As-Needed | As-Needed | As-Needed |
| Downtown Service Center     | As-Needed | As-Needed | As-Needed | As-Needed | As-Needed |
| Buckeye Service Center      | As-Needed | As-Needed | As-Needed | As-Needed | As-Needed |

| Manufacturer Part Number | Description                                            | Ordering UOM | 2020 Price  | MSRP        | DISCOUNT | Manufacturer    | Vendor Name              | Contract ID                 |
|--------------------------|--------------------------------------------------------|--------------|-------------|-------------|----------|-----------------|--------------------------|-----------------------------|
| 001290                   | AUTO CHEM BG1290 X-TREME MOTORCYCLE KIT                | EA           | \$ 16.15    | \$ 39.40    | 59.01%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 002088                   | AUTO CHEM BG2088 FUEL INDUCTION KIT                    | EA           | \$ 38.20    | \$ 96.70    | 60.50%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 003020                   | AUTO CHEM BG3020 TRANNY ADDITIVE KIT                   | EA           | \$ 21.35    | \$ 52.90    | 59.64%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 003050                   | AUTO CHEM BG003050 108/332                             | EA           | \$ 33.70    | \$ 85.00    | 60.35%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 007050                   | AUTO CHEM BG007050 708/31709                           | EA           | \$ 27.20    | \$ 68.10    | 60.06%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 008010                   | AUTO CHEM BG008010 STOP SOOT KIT                       | EA           | \$ 10.60    | \$ 24.95    | 57.52%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 106                      | AUTO CHEM BG106 AUTOMATIC TRANSMISSION                 | EA           | \$ 8.35     | \$ 21.70    | 61.52%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 107                      | AUTO CHEM BG107 RF-7                                   | EA           | \$ 9.60     | \$ 24.95    | 61.52%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 108                      | AUTO CHEM BG108 QUICK CLEAN FOR POWER STEERING         | EA           | \$ 9.40     | \$ 24.45    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 109                      | AUTO CHEM BG109 COMPRESSION PERFORMANCE RESTORATION    | EA           | \$ 8.20     | \$ 21.30    | 61.50%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 10932                    | AUTO CHEM BG10932 COMPRESSION PERFORMANCE RESTORATION  | EA           | \$ 23.35    | \$ 60.70    | 61.53%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 110                      | AUTO CHEM BG110 MOTOR OIL ADDITIVE                     | EA           | \$ 9.80     | \$ 25.50    | 61.57%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 1102                     | AUTO CHEM BG1102 MOTOR OIL ADDITIVE 2.5 GALLON JUG     | EA           | \$ 241.00   | \$ 626.60   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 11232                    | AUTO CHEM BG11232 DIESEL OIL CONDITIONER (D.O.C.)      | EA           | \$ 22.55    | \$ 58.65    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 116                      | AUTO CHEM BG116 ENGINE PERFORMANCE CONCENTRATE         | EA           | \$ 8.15     | \$ 21.20    | 61.56%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 12032                    | AUTO CHEM BG12032 ENGINE PURGE 1 QUART                 | EA           | \$ 28.80    | \$ 74.90    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 2021                     | AUTO CHEM BG2021 SUPERCHARGE II (GALLON)               | GAL          | \$ 57.50    | \$ 149.50   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 2022                     | AUTO CHEM BG2022 SUPERCHARGE II (2.5 GAL)              | EA           | \$ 142.70   | \$ 371.00   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 2026                     | AUTO CHEM BG202 SUPERCHARGE II                         | EA           | \$ 7.15     | \$ 18.60    | 61.56%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 203                      | AUTO CHEM BG203 CF5                                    | EA           | \$ 9.95     | \$ 25.85    | 61.51%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 203100                   | AUTO CHEM BG203100 CF5 (3.0 OZ. BOTTLE)                | EA           | \$ 5.95     | \$ 15.45    | 61.49%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 206                      | AUTO CHEM BG206 AIR INTAKE CLEANER                     | EA           | \$ 9.45     | \$ 24.55    | 61.51%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 208                      | AUTO CHEM BG208 CLEANER FUEL INJECTOR 4                | EA           | \$ 18.00    | \$ 46.80    | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 208100                   | AUTO CHEM BG208100 44K (3.0 OZ. BOTTLE)                | EA           | \$ 10.90    | \$ 28.35    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 20932                    | AUTO CHEM BG20932 FUEL INDUCTION SYSTEM CLEANER        | EA           | \$ 24.05    | \$ 62.55    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 210                      | AUTO CHEM BG210 CONCENTRATED FUEL INJECTION CLEANER    | EA           | \$ 12.10    | \$ 31.45    | 61.53%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 23032                    | AUTO CHEM BG23032 DFC PLUS DIESEL FUEL CONDITIONER     | EA           | \$ 24.15    | \$ 62.80    | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 24432                    | AUTO CHEM BG24432 244 DIESELS ONLY                     | EA           | \$ 40.75    | \$ 105.95   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 248                      | AUTO CHEM BG248 MAXIMUM DIESEL PERFORMANCE             | EA           | \$ 10.90    | \$ 28.35    | 61.55%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 25632                    | AUTO CHEM BG25632 DIESEL THAW                          | EA           | \$ 12.25    | \$ 31.85    | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 280                      | AUTO CHEM BG280 FUEL SYSTEM DRIER                      | EA           | \$ 7.05     | \$ 18.35    | 61.58%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 310                      | AUTO CHEM BG310 CONDITIONER PLUS AUTOMA                | EA           | \$ 11.70    | \$ 30.40    | 61.51%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31216                    | AUTO CHEM BG31216 UNIV. SYNTH. ATF 16-GAL. DRUM        | EA           | \$ 579.25   | \$ 1,506.05 | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31232                    | AUTO CHEM BG31232 UNIVERSAL SYNTHETIC AUTOMATIC TRAN   | EA           | \$ 13.60    | \$ 35.35    | 61.53%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 3124                     | AUTO CHEM BG3124 UNIV SYNTHETIC ATF 4-GAL              | EA           | \$ 150.55   | \$ 391.45   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 3125                     | AUTO CHEM BG3125 UNIV SYNTHETIC ATF 5-GAL              | EA           | \$ 181.55   | \$ 472.05   | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31253                    | AUTO CHEM BG31253 UNIV SYNTHETIC AUTO TRANS FLUID 53 G | EA           | \$ 1,722.65 | \$ 4,478.90 | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 3128                     | AUTO CHEM BG3128 UNIV SYNTHETIC ATF (BULK)             | GAL          | \$ 29.00    | \$ 75.40    | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31432                    | AUTO CHEM BG31432 AUTOMATIC TRANSMISSION FLUID (1-QU   | EA           | \$ 11.75    | \$ 30.55    | 61.54%   | BG PRODUCTS INC | KENZ & LESLIE of ARIZONA | HEAVY DUTY FLEET...200209-C |

**KENZ & LESLIE OF ARIZONA**

|       |                                                       |     |             |              |        |                 |                          |                             |
|-------|-------------------------------------------------------|-----|-------------|--------------|--------|-----------------|--------------------------|-----------------------------|
| 31453 | AUTO CHEM BG31453 FULL-SYNTHETIC AUTO TRANSMISSION FL | EA  | \$ 1,556.70 | \$ 4,047.40  | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31454 | AUTO CHEM BG31454 FULL-SYNTHETIC AUTO TRANSMISSION FL | GAL | \$ 25.05    | \$ 65.15     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31832 | AUTO CHEM BG31832 FULL-SYNTHETIC CVT FLUID            | EA  | \$ 19.05    | \$ 49.55     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 31932 | AUTO CHEM BG31932 UNIV SYNTHETIC DTC FLUID            | EA  | \$ 21.80    | \$ 56.70     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 325   | AUTO CHEM BG325 MULTI-GEAR CONCENTRATE (MGC)          | EA  | \$ 8.60     | \$ 22.35     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 328   | AUTO CHEM BG328 ADDITIVE LIMITED SLIP                 | EA  | \$ 9.60     | \$ 24.95     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 330   | AUTO CHEM BG330 CONDITIONER POWER STEER               | EA  | \$ 7.50     | \$ 19.50     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 332   | AUTO CHEM BG332 POWER STEERING FLUID                  | EA  | \$ 22.95    | \$ 59.65     | 61.53% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 334   | AUTO CHEM BG334 POWER STEERING FLUID                  | EA  | \$ 59.35    | \$ 154.30    | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 334H5 | AUTO CHEM BG334H5 PREMIUM SYNTHETIC HYDRAULIC OIL (5  | EA  | \$ 217.20   | \$ 564.70    | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 406   | AUTO CHEM BG406 CLEANER AIR INTAKE SYST               | EA  | \$ 9.45     | \$ 24.55     | 61.51% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 4073  | AUTO CHEM BG4073 MASS AIR FLOW CLEANER AEROSOL        | EA  | \$ 8.50     | \$ 22.10     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 412   | AUTO CHEM BG412 CLEANER HI-DELIVERY CAR               | EA  | \$ 7.60     | \$ 19.75     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 416   | AUTO CHEM BG416 SILICONE SPRAY                        | EA  | \$ 7.15     | \$ 18.60     | 61.56% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 438   | AUTO CHEM BG438 OIL IN-FORCE PENETRATIN               | EA  | \$ 11.20    | \$ 29.10     | 61.51% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 460   | AUTO CHEM BG460 GLASS CLEANER                         | EA  | \$ 6.05     | \$ 15.75     | 61.59% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 483   | AUTO CHEM BG483 DIELECTRIC GREASE                     | EA  | \$ 11.65    | \$ 30.30     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 485   | AUTO CHEM BG485 BATTERY TERMINAL CLEANER AEROSOL      | EA  | \$ 7.50     | \$ 19.50     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 490   | AUTO CHEM BG490 BATTERY TERMINAL SEALER               | EA  | \$ 9.35     | \$ 24.30     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 498   | AUTO CHEM BG498 HCF GREASE AEROSOL                    | EA  | \$ 9.25     | \$ 24.05     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 511   | AUTO CHEM BG511 SEALER COOLING SYSTEM                 | EA  | \$ 7.10     | \$ 18.45     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 540   | AUTO CHEM BG540 FLUSH COOLING SYSTEM                  | EA  | \$ 7.95     | \$ 20.65     | 61.50% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 546   | AUTO CHEM BG546 SUPER COOL                            | EA  | \$ 12.85    | \$ 33.40     | 61.53% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 607   | AUTO CHEM BG607 SLC GREASE (CARTRIDGE)                | EA  | \$ 6.80     | \$ 17.70     | 61.58% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 698   | AUTO CHEM BG698 INTERIOR RENEWAL NEW CAR SCENT        | EA  | \$ 15.70    | \$ 40.80     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 699   | AUTO CHEM BG699 INTERIOR RENEWAL LEATHER SCENT        | EA  | \$ 15.70    | \$ 40.80     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 7018  | AUTO CHEM BG7018 UNIVERSAL FRIGI-QUIET II             | EA  | \$ 22.75    | \$ 58.15     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 708   | AUTO CHEM BG708 FRIGI-FRESH                           | EA  | \$ 7.20     | \$ 18.70     | 61.50% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 7141  | AUTO CHEM BG7141 EXTRA-DUTY 15W-40                    | EA  | \$ 23.80    | \$ 61.90     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 7161  | AUTO CHEM BG7161 SHEAR POWER HD FULL-SYNTHETIC 15W-4  | GAL | \$ 37.30    | \$ 97.00     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 71632 | AUTO CHEM BG71632 SHEAR POWER HD FULL-SYNTHETIC 15W-  | EA  | \$ 11.35    | \$ 30.05     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 7168  | AUTO CHEM BG7168 SHEAR POWER HD FULL-SYNTHETIC 15W-4  | GAL | \$ 26.55    | \$ 69.05     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 74516 | AUTO CHEM BG74516 GEAR ALL80W-90 W/MGC (16-GAL)       | EA  | \$ 445.10   | \$ 1,157.25  | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 75032 | AUTO CHEM BG75032 ULTRA GUARD 75W-90                  | EA  | \$ 17.55    | \$ 45.65     | 61.56% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 75216 | AUTO CHEM BG75216 ULTRA GUARD HD 16-GAL               | EA  | \$ 1,032.75 | \$ 2,685.15  | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 75232 | AUTO CHEM BG75232 ULTRA GUARD 75W-140                 | EA  | \$ 21.65    | \$ 56.30     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 75253 | AUTO CHEM BG75253 ULTRA GUARD HD. 53-GAL DRUM         | EA  | \$ 4,076.90 | \$ 10,599.95 | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 7731  | AUTO CHEM BG7731 UNIVERSAL 2-STROKE ENGINE OIL        | EA  | \$ 43.90    | \$ 114.15    | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 77332 | AUTO CHEM BG77332 UNIVERSAL 2-STROKE ENGINE OIL       | QTL | \$ 12.75    | \$ 33.15     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 79232 | AUTO CHEM BG79232 SYNCRO SHIFT II                     | EA  | \$ 20.05    | \$ 52.15     | 61.55% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 825   | AUTO CHEM BG825 GREASE PRE-LUBE ENGINE                | EA  | \$ 7.60     | \$ 19.75     | 61.52% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 84032 | AUTO CHEM BG84032 DUTY 4 BRAKE FLUID                  | EA  | \$ 15.60    | \$ 40.55     | 61.53% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 979-1 | AUTO CHEM BG979-1 BATTERY CABLE SAVER                 | EA  | \$ 16.50    | \$ 42.90     | 61.54% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 985   | AUTO CHEM BG985 TOP POST BATTERY PADS                 | EA  | \$ 4.30     | \$ 11.20     | 61.61% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |
| 986   | AUTO CHEM BG986 SIDE POST BATTERY PADS                | EA  | \$ 4.30     | \$ 11.20     | 61.61% | BG PRODUCTS INC | KENZ & LESLIE OF ARIZONA | HEAVY DUTY FLEET...200209-C |

KENZ & LESLIE OF ARIZONA

Effective July 11, 2023

| Manufacturer | Part Number | Description                                                 | UOM    | 2023 Price | MSRP       | Discount | Manufacturer     | Vendor Name                                         | Contract ID |
|--------------|-------------|-------------------------------------------------------------|--------|------------|------------|----------|------------------|-----------------------------------------------------|-------------|
|              | 002016      | AUTO CHEM BG002016 208/260 KIT                              | each   | \$41.65    | \$104.15   | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 00208       | AUTO CHEM BG002088 FUEL INDUCTION KIT                       | each   | \$41.25    | \$103.15   | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 002186      | AUTO CHEM BG002186 2086/210 KIT                             | each   | \$29.75    | \$74.40    | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 003020      | AUTO CHEM BG003020 TRANNY ADDITIVE KIT                      | each   | \$24.70    | \$61.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 003050      | AUTO CHEM BG003050 108/332 KIT                              | each   | \$37.70    | \$94.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 003053      | AUTO CHEM BG003053 108/332R KIT                             | each   | \$37.70    | \$94.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 003066      | AUTO CHEM BG003066 108/334 KIT                              | each   | \$77.25    | \$193.15   | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 005058      | AUTO CHEM BG005058 540/(2) 546 KIT                          | each   | \$38.75    | \$96.90    | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 005068      | AUTO CHEM BG005068 540/546 KIT                              | each   | \$23.00    | \$57.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 005400      | AUTO CHEM BG005400 54032/54632 KIT                          | each   | \$64.85    | \$162.15   | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 007050      | AUTO CHEM BG007050 7083/709 KIT                             | each   | \$40.20    | \$100.50   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 008010      | AUTO CHEM BG008010 STOP SQUEAL KIT                          | each   | \$12.25    | \$30.65    | 60.03%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 008402C     | AUTO CHEM BG008402 UNBROKEN CASE 8402                       | CASE   | \$278.30   | \$695.75   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 0084032C    | AUTO CHEM BG0084032 UNBROKEN CASE 84032                     | CASE   | \$163.40   | \$408.50   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 106         | AUTO CHEM BG106 AUTOMATIC TRANSMISSION                      | each   | \$9.70     | \$24.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 107         | AUTO CHEM BG107 RF-7                                        | each   | \$10.80    | \$27.00    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 108         | AUTO CHEM BG108 QUICK CLEAN FOR POWER STEERING              | each   | \$9.95     | \$24.90    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 109         | AUTO CHEM BG109 COMPRESSION PERFORMANCE RESTORATION         | each   | \$8.75     | \$21.90    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 10932       | AUTO CHEM BG10932 COMPRESSION PERFORMANCE RESTORATION QUART | each   | \$25.10    | \$62.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 1121        | AUTO CHEM BG1121 DIESEL OIL CONDITIONER GALLON              | each   | \$97.60    | \$244.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 1122        | AUTO CHEM BG1122 DIESEL OIL CONDITIONER 2.5 GALLON          | each   | \$236.65   | \$591.65   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 11232       | AUTO CHEM BG11232 DIESEL OIL CONDITIONER QUART              | each   | \$24.80    | \$62.00    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 115         | AUTO CHEM BG115 ADVANCED FORMULA MOW                        | each   | \$10.55    | \$26.40    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 1166        | AUTO CHEM BG1166 ENGINE PERFORMANCE CONCENTRATE             | each   | \$9.30     | \$23.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 201         | AUTO CHEM BG201 FUEL INJ. & COMBUSTION CHAMBER CLEANER      | each   | \$22.95    | \$57.40    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 2021        | AUTO CHEM BG2021 SUPERCHARGE II GALLON                      | each   | \$62.80    | \$157.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 2026        | AUTO CHEM BG2026 SUPERCHARGE II                             | each   | \$7.95     | \$19.90    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 203         | AUTO CHEM BG203 CF5                                         | each   | \$11.35    | \$28.40    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 206         | AUTO CHEM BG206 AIR INTAKE SYSTEM CLEANER                   | each   | \$10.50    | \$26.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 210         | AUTO CHEM BG210 CONCENTRATED FUEL INJECTION CLEANER         | each   | \$13.05    | \$32.65    | 60.03%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 24532       | AUTO CHEM BG24532 PREMIUM DIESEL FUEL SYSTEM CLEANER        | each   | \$46.70    | \$116.70   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 260         | AUTO CHEM BG260 GDI INTAKE VALVE CLEANER                    | each   | \$21.40    | \$57.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 310         | AUTO CHEM BG310 ATC PLUS TRANS CONDITIONER                  | each   | \$13.70    | \$34.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31216       | AUTO CHEM BG31216 PREMIUM FULL SYNTHETIC ATF 16 GALLON      | each   | \$710.00   | \$1,775.00 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3123        | AUTO CHEM BG3123 PREMIUM FULL SYNTHETIC ATF 3 GALLON        | each   | \$141.75   | \$353.25   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31232       | AUTO CHEM BG31232 PREMIUM FULL SYNTHETIC ATF QUARTS         | each   | \$17.65    | \$41.65    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3124        | AUTO CHEM BG3124 PREMIUM FULL SYNTHETIC ATF 4 GALLON        | each   | \$384.40   | \$461.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3125        | AUTO CHEM BG3125 PREMIUM FULL SYNTHETIC ATF 5 GALLON        | each   | \$222.50   | \$556.25   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31416       | AUTO CHEM BG31416 FULL SYNTHETIC ATF 16 GALLON              | each   | \$993.60   | \$1,584.00 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3143        | AUTO CHEM BG3143 FULL SYNTHETIC ATF 3 GALLONS               | each   | \$121.40   | \$303.50   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31432       | AUTO CHEM BG31432 FULL SYNTHETIC ATF QUARTS                 | each   | \$14.70    | \$36.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3144        | AUTO CHEM BG3144 FULL SYNTHETIC ATF 4 GALLONS               | each   | \$160.00   | \$400.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3145        | AUTO CHEM BG3145 FULL SYNTHETIC ATF 5 GALLONS               | each   | \$198.50   | \$496.25   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31453       | AUTO CHEM BG31453 FULL SYNTHETIC ATF 53 GALLONS             | each   | \$1,866.90 | \$4,667.25 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3148        | AUTO CHEM BG3148 FULL SYNTHETIC ATF 275 GALLONS             | GALLON | \$29.80    | \$74.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31516       | AUTO CHEM BG31516 LOW VISCOSITY SYNTHETIC ATF 16 GALLON     | each   | \$754.55   | \$1,886.40 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3153        | AUTO CHEM BG3153 LOW VISCOSITY SYNTHETIC ATF 3 GALLON       | each   | \$148.75   | \$371.90   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31532       | AUTO CHEM BG31532 LOW VISCOSITY SYNTHETIC ATF QUARTS        | each   | \$17.55    | \$43.90    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3154        | AUTO CHEM BG3154 LOW VISCOSITY SYNTHETIC ATF 4 GALLON       | each   | \$195.90   | \$489.75   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31553       | AUTO CHEM BG31553 LOW VISCOSITY SYNTHETIC ATF 53 GALLON     | each   | \$2,223.10 | \$5,557.75 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 3158        | AUTO CHEM BG3158 LOW VISCOSITY SYNTHETIC ATF 270 GALLONS    | GALLON | \$38.55    | \$96.40    | 60.01%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31832       | AUTO CHEM BG31832 PREMIUM FULL SYNTHETIC CVT FLUID QUART    | each   | \$22.45    | \$56.15    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 31932       | AUTO CHEM BG31932 PREMIUM FULL SYNTHETIC DCT FLUID QUART    | each   | \$25.90    | \$64.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 328         | AUTO CHEM BG328 UNIVERSAL MULTI GEAR CONCENTRATE            | each   | \$10.75    | \$26.90    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 330         | AUTO CHEM BG330 POWER STEERING CONDITIONER                  | each   | \$8.15     | \$20.40    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 332         | AUTO CHEM BG332 POWERSTEERING FLUID                         | each   | \$26.45    | \$66.15    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 332R        | AUTO CHEM BG332R POWERSTEERING FLUID                        | each   | \$26.45    | \$66.15    | 60.02%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 334         | AUTO CHEM BG334 SYNTHETIC POWERSTEERING FLUID               | each   | \$66.00    | \$165.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 334H5       | AUTO CHEM BG334H5 PREMIUM SYNTHETIC HYDROLIC OIL 5 GALLON   | each   | \$264.40   | \$661.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 403         | AUTO CHEM BG403 NON-CHLORINATED BRAKE CLEANER               | each   | \$10.20    | \$25.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 4035        | AUTO CHEM BG4035 NON-CHLORINATED BRAKE CLEANER 5 GALLON     | each   | \$203.45   | \$508.65   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 406         | AUTO CHEM BG406 AIR INTAKE SYSTEM CLEANER                   | each   | \$12.10    | \$30.25    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 4073        | AUTO CHEM BG4073 MASS AIR FLOW SENSOR CLEANER               | each   | \$10.60    | \$26.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 412         | AUTO CHEM BG412 HI-DELIVERY CARB & CHOKE CLEANER            | each   | \$9.75     | \$24.40    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 416         | AUTO CHEM BG416 SILICONE LUBRICANT                          | each   | \$9.15     | \$22.90    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 438         | AUTO CHEM BG438 IN-FORCE PENETRATING OIL                    | each   | \$13.90    | \$34.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 460         | AUTO CHEM BG460 GLASS CLEANER                               | each   | \$7.75     | \$19.40    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 485         | AUTO CHEM BG485 BATTERY CLEANER/ACID DETECTOR               | each   | \$9.55     | \$23.90    | 60.04%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 490         | AUTO CHEM BG490 BATTERY & IGNITION SEALER                   | each   | \$15.00    | \$37.50    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 498         | AUTO CHEM BG498 HCF WATERPROOF SPRAY GREASE                 | each   | \$11.90    | \$29.75    | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 511         | AUTO CHEM BG511 UNIVERSAL COOLING SYSTEM SEALER             | each   | \$7.95     | \$19.90    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 540         | AUTO CHEM BG540 UNIVERSAL RADIATOR FLUSH                    | each   | \$8.75     | \$21.90    | 60.05%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 546         | AUTO CHEM BG 546 UNIVERSAL SUPER COOL                       | each   | \$14.35    | \$35.90    | 60.03%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 600         | AUTO CHEM BG600 PREMIUM LUBRICATING GREASE                  | each   | \$7.25     | \$18.15    | 60.06%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 600120      | AUTO CHEM BG600120 PREMIUM LUBRICATING GREASE 120 LBS       | each   | \$745.90   | \$1,864.75 | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |
|              | 60035       | AUTO CHEM BG60035 PREMIUM LUBRICATING GREASE 35 LB          | each   | \$249.20   | \$623.00   | 60.00%   | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet..... | 200209-C    |

KENZ & LESLIE OF ARIZONA

|           |                                                               |        |            |            |        |                  |                                                    |          |
|-----------|---------------------------------------------------------------|--------|------------|------------|--------|------------------|----------------------------------------------------|----------|
| 607       | AUTO CHEM BG607 SLC GREASE CARTRIDGE                          | each   | \$7.60     | \$19.00    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 607120    | AUTO CHEM BG607120 SLC GREASE 120 LBS                         | each   | \$901.30   | \$2,253.25 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 608       | AUTO CHEM BG608 SS-2000 GREASE                                | each   | \$10.50    | \$26.25    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 6081      | AUTO CHEM BG6081 SS-2000 GREASE 1# TUB                        | each   | \$15.00    | \$37.50    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7011      | AUTO CHEM BG7011 UNIVERSAL FRIGI-QUIET                        | each   | \$329.05   | \$822.65   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7018      | AUTO CHEM BG7018 UNIVERSAL FRIGI-QUIET                        | each   | \$25.30    | \$63.25    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7028      | AUTO CHEM BG7028 FRIGI QUIET FOR R1234YF SYSTEMS              | each   | \$24.30    | \$60.75    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 708       | AUTO CHEM BG708 FRIGI-FRESH                                   | each   | \$12.05    | \$30.15    | 60.03% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7141      | AUTO CHEM BG7141 EXTRA DUTY 15W40 OIL GALLON                  | each   | \$35.25    | \$88.15    | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 71453     | AUTO CHEM BG71453 EXTRA DUTY 15W40 OIL GALLON 53 GALLON       | each   | \$1,731.60 | \$4,329.00 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7148      | AUTO CHEM BG7148 EXTRA DUTY 15W40 OIL 250 GALLON              | GALLON | \$28.20    | \$70.50    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7161      | AUTO CHEM BG7161 SHEAR POWER HD 15W40 GALLON                  | each   | \$47.25    | \$118.15   | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 71653     | AUTO CHEM BG71653 SHEAR POWER HD 15W40 3/4 GALLON             | each   | \$2,225.75 | \$5,564.40 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75116     | AUTO CHEM BG75116 ULTRA GUARD LS 75W90 FULL SYN 16 GALLON     | each   | \$1,378.75 | \$3,446.90 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75132     | AUTO CHEM BG75132 ULTRA GUARD LS 75W90 FULL SYN QUART         | each   | \$23.75    | \$57.90    | 60.02% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75164     | AUTO CHEM BG75164 ULTRA GUARD LS 75W90 FULL SYN 64 OZ         | each   | \$46.20    | \$115.50   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75196     | AUTO CHEM BG75196 ULTRA GUARD LS 75W90 FULL SYN 96 OZ         | each   | \$66.20    | \$165.50   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75316     | AUTO CHEM BG75316 ULTRA GUARD LS HD 75W140 FULL SYN 16 GALLON | each   | \$1,665.60 | \$4,164.00 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75332     | AUTO CHEM BG75332 ULTRA GUARD LS HD 75W140 FULL SYN QUART     | each   | \$27.40    | \$68.50    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75364     | AUTO CHEM BG75364 ULTRA GUARD LS HD 75W140 FULL SYN 64 OZ     | each   | \$45.55    | \$136.40   | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 75396     | AUTO CHEM BG75396 ULTRA GUARD LS HD 75W140 FULL SYN 96 OZ     | each   | \$82.45    | \$206.40   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 7731      | AUTO CHEM BG7731 UNIVERSAL 2-CYCLE ENGINE OIL GALLON          | each   | \$53.30    | \$133.25   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 77332     | AUTO CHEM BG77332 UNIVERSAL 2-CYCLE ENGINE OIL QUART          | each   | \$13.10    | \$37.75    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 79216     | AUTO CHEM BG79216 SYNCRO SHIFT II 16 GALLON                   | each   | \$1,212.65 | \$3,031.65 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 79232     | AUTO CHEM BG79232 SYNCRO SHIFT II QUART                       | each   | \$23.30    | \$58.25    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 79264     | AUTO CHEM BG79264 SYNCRO SHIFT II 64 OZ                       | each   | \$46.45    | \$116.15   | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 79296     | AUTO CHEM BG79296 SYNCRO SHIFT 96 OZ                          | each   | \$63.80    | \$159.50   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 825       | AUTO CHEM BG825 PRE-LUBE                                      | each   | \$8.80     | \$22.00    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 83532     | AUTO CHEM BG83532 SUPER DOT 4 BRAKE FLUID                     | each   | \$29.15    | \$72.90    | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 84132     | AUTO CHEM BG84132 LOW VISCOSITY DOT 4 BRAKE FLUID             | each   | \$27.95    | \$69.90    | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 860       | AUTO CHEM BG860 STOP SQUEAL                                   | each   | \$8.05     | \$20.15    | 60.05% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 876       | AUTO CHEM BG876 QUICK CURE HEADLAMP RESTORATION KIT           | each   | \$60.85    | \$152.15   | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 89053     | AUTO CHEM BG89053 WINDSHIELD WASHER CONCENTRATE               | each   | \$998.15   | \$2,495.40 | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 985       | AUTO CHEM BG985 ACP-45 TOP POST                               | each   | \$4.80     | \$12.00    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| 986       | AUTO CHEM BG986 ACP-45 SIDE POST                              | each   | \$4.80     | \$12.00    | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| KF65-N1T8 | AUTO CHEM BGKF65-N1T8 PLATINUM FUEL SERVICE                   | each   | \$101.05   | \$252.65   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| KF64-N1TD | AUTO CHEM BGKF64-N1TD PLATINUM FUEL SERVICE 2 PIECE           | each   | \$61.05    | \$152.65   | 60.01% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| P115-N1G1 | AUTO CHEM BG115-N1G1 EXTENDED LIFE MOA GALLON                 | each   | \$115.55   | \$288.90   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |
| P115-N1G2 | AUTO CHEM BG115-N1G2 EXTENDED LIFE MOA 2.5 GALLON             | each   | \$315.70   | \$789.25   | 60.00% | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Duty Fleet.... | 200209-C |

| Manufacturer Part Number | Description                                                 | Ordering UOM | 2023 Price | 2024 Price | MSRP     | MSRP       | MSRP       | Discount   | Manufacturer | Vendor Name      | Contract I                             |
|--------------------------|-------------------------------------------------------------|--------------|------------|------------|----------|------------|------------|------------|--------------|------------------|----------------------------------------|
| 002016                   | AUTO CHEM BG002016 208/260 KIT                              | each         | \$41.65    | \$44.98    | \$45.00  | \$108.00   | \$108.00   | \$66.35    | 61.44%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 002088                   | AUTO CHEM BG002088 FUEL INDUCTION KIT                       | each         | \$41.25    | \$44.55    | \$44.55  | \$106.92   | \$106.90   | \$65.65    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 002186                   | AUTO CHEM BG002186 2086/210 KIT                             | each         | \$29.75    | \$32.13    | \$32.15  | \$77.16    | \$77.15    | \$47.40    | 61.44%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 003020                   | AUTO CHEM BG003020 TRANNY ADDITIVE KIT                      | each         | \$24.70    | \$26.68    | \$26.70  | \$64.08    | \$64.10    | \$39.40    | 61.47%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 003050                   | AUTO CHEM BG003050 108/332 KIT                              | each         | \$37.70    | \$40.72    | \$40.70  | \$97.68    | \$97.70    | \$60.00    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 003053                   | AUTO CHEM BG003053 108/332R KIT                             | each         | \$37.70    | \$40.72    | \$40.70  | \$97.68    | \$97.70    | \$60.00    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 003066                   | AUTO CHEM BG003066 108/334 KIT                              | each         | \$77.25    | \$83.43    | \$83.45  | \$200.28   | \$200.30   | \$123.05   | 61.43%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 005058                   | AUTO CHEM BG005058 540/(2) 546 KIT                          | each         | \$38.75    | \$41.85    | \$41.85  | \$100.44   | \$100.45   | \$61.70    | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 005068                   | AUTO CHEM BG005068 540/546 KIT                              | each         | \$23.00    | \$24.84    | \$24.85  | \$59.64    | \$59.65    | \$36.65    | 61.44%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 005400                   | AUTO CHEM BG005400 54032/54632 KIT                          | each         | \$64.85    | \$70.04    | \$70.05  | \$168.12   | \$168.10   | \$103.25   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 007050                   | AUTO CHEM BG007050 7083/709 KIT                             | each         | \$40.20    | \$43.42    | \$43.40  | \$104.16   | \$104.15   | \$63.95    | 61.40%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 008010                   | AUTO CHEM BG008010 STOP SQUEAL KIT                          | each         | \$12.25    | \$13.23    | \$13.25  | \$31.80    | \$31.80    | \$19.55    | 61.48%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 008402C                  | AUTO CHEM BG008402 UNBROKEN CASE 8402                       | CASE         | \$278.30   | \$300.56   | \$300.55 | \$721.32   | \$721.30   | \$443.00   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 0084032C                 | AUTO CHEM BG0084032 UNBROKEN CASE 84032                     | CASE         | \$163.40   | \$176.47   | \$176.45 | \$423.48   | \$423.50   | \$260.10   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 106                      | AUTO CHEM BG106 AUTOMATIC TRANSMISSION                      | each         | \$9.70     | \$10.48    | \$10.50  | \$25.20    | \$25.20    | \$15.50    | 61.51%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 107                      | AUTO CHEM BG107 RF-7                                        | each         | \$10.80    | \$11.66    | \$11.65  | \$27.96    | \$27.95    | \$17.15    | 61.36%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 108                      | AUTO CHEM BG108 QUICK CLEAN FOR POWER STEERING              | each         | \$9.95     | \$10.75    | \$10.75  | \$25.80    | \$25.80    | \$15.85    | 61.43%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 109                      | AUTO CHEM BG109 COMPRESSION PERFORMANCE RESTORATION         | each         | \$8.75     | \$9.45     | \$9.45   | \$22.68    | \$22.70    | \$13.95    | 61.45%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 10932                    | AUTO CHEM BG10932 COMPRESSION PERFORMANCE RESTORATION QUART | each         | \$25.10    | \$27.11    | \$27.10  | \$65.04    | \$65.05    | \$39.95    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 1121                     | AUTO CHEM BG1121 DIESEL OIL CONDITIONER GALLON              | each         | \$97.60    | \$105.41   | \$105.40 | \$252.96   | \$252.95   | \$155.35   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 11232                    | AUTO CHEM BG11232 DIESEL OIL CONDITIONER QUART              | each         | \$24.80    | \$26.78    | \$26.80  | \$64.32    | \$64.30    | \$39.50    | 61.43%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 115                      | AUTO CHEM BG115 ADVANCED FORMULA MOA                        | each         | \$10.55    | \$11.39    | \$11.40  | \$27.36    | \$27.35    | \$16.80    | 61.43%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 1166                     | AUTO CHEM BG1166 ENGINE PERFORMANCE CONCENTRATE             | each         | \$9.30     | \$10.04    | \$10.05  | \$24.12    | \$24.10    | \$14.80    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 201                      | AUTO CHEM BG201 FUEL INJ. & COMBUSTION CHAMBER CLEANER      | each         | \$22.95    | \$24.79    | \$24.80  | \$59.52    | \$59.50    | \$36.55    | 61.43%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 2021                     | AUTO CHEM BG2021 SUPERCHARGE II GALLON                      | each         | \$62.80    | \$67.82    | \$67.80  | \$162.72   | \$162.70   | \$99.90    | 61.40%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 2026                     | AUTO CHEM BG2026 SUPERCHARGE II                             | each         | \$7.95     | \$8.59     | \$8.60   | \$20.64    | \$20.65    | \$12.70    | 61.50%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 203                      | AUTO CHEM BG203 CF5                                         | each         | \$11.35    | \$12.26    | \$12.25  | \$29.40    | \$29.40    | \$18.05    | 61.39%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 206                      | AUTO CHEM BG206 AIR INTAKE SYSTEM CLEANER                   | each         | \$10.50    | \$11.34    | \$11.35  | \$27.24    | \$27.25    | \$16.75    | 61.47%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 210                      | AUTO CHEM BG210 CONCENTRATED FUEL INJECTION CLEANER         | each         | \$13.05    | \$14.09    | \$14.10  | \$33.84    | \$33.85    | \$20.80    | 61.45%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 24532                    | AUTO CHEM BG24532 PREMIUM DIESEL FUEL SYSTEM CLEANER        | each         | \$46.70    | \$50.44    | \$50.45  | \$121.08   | \$121.10   | \$74.40    | 61.44%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 260                      | AUTO CHEM BG260 GDI INTAKE VALVE CLEANER                    | each         | \$21.40    | \$23.11    | \$23.10  | \$55.44    | \$55.45    | \$34.05    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 310                      | AUTO CHEM BG310 ATC PLUS TRANS CONDITIONER                  | each         | \$13.70    | \$14.80    | \$14.80  | \$35.52    | \$35.50    | \$21.80    | 61.41%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 31216                    | AUTO CHEM BG31216 PREMIUM FULL SYNTHETIC ATF 16 GALLON      | each         | \$710.00   | \$766.80   | \$766.80 | \$1,840.32 | \$1,840.30 | \$1,130.30 | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 3123                     | AUTO CHEM BG3123 PREMIUM FULL SYNTHETIC ATF 3 GALLON        | each         | \$141.30   | \$152.60   | \$152.60 | \$366.24   | \$366.25   | \$224.95   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 31232                    | AUTO CHEM BG31232 PREMIUM FULL SYNTHETIC ATF QUARTS         | each         | \$16.65    | \$17.98    | \$18.00  | \$43.20    | \$43.20    | \$26.55    | 61.46%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |
| 3124                     | AUTO CHEM BG3124 PREMIUM FULL SYNTHETIC ATF 4 GALLON        | each         | \$184.40   | \$199.15   | \$199.15 | \$477.96   | \$477.95   | \$293.55   | 61.42%       | BG Products Inc. | Kenz & Leslie of Arizona, Inc Heavy Du |

KENZ & LESLIE OF ARIZONA

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| 3125      | AUTO CHEM BG3125 PREMIUM FULL SYNTHETIC ATF 5 GALLON          | each   | \$222.50   | \$240.30   | \$240.30   | \$576.72   | \$576.70   | \$576.70   | \$354.20   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31416     | AUTO CHEM BG31416 FULL SYNTHETIC ATF 16 GALLON                | each   | \$633.60   | \$684.29   | \$684.30   | \$1,642.32 | \$1,642.30 | \$1,642.30 | \$1,008.70 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3143      | AUTO CHEM BG3143 FULL SYNTHETIC ATF 3 GALLONS                 | each   | \$121.40   | \$131.11   | \$131.10   | \$314.64   | \$314.65   | \$314.65   | \$193.25   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31432     | AUTO CHEM BG31432 FULL SYNTHETIC ATF QUARTS                   | each   | \$14.70    | \$15.88    | \$15.90    | \$38.16    | \$38.15    | \$38.15    | \$23.45    | 61.47% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3144      | AUTO CHEM BG3144 FULL SYNTHETIC ATF 4 GALLONS                 | each   | \$160.00   | \$172.80   | \$172.80   | \$414.72   | \$414.70   | \$414.70   | \$254.70   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3145      | AUTO CHEM BG3145 FULL SYNTHETIC ATF 5 GALLONS                 | each   | \$198.50   | \$214.38   | \$214.40   | \$514.56   | \$514.55   | \$514.55   | \$316.05   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31453     | AUTO CHEM BG31453 FULL SYNTHETIC ATF 53 GALLONS               | each   | \$1,866.90 | \$2,016.25 | \$2,016.25 | \$4,839.00 | \$4,839.00 | \$4,839.00 | \$2,972.10 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3148      | AUTO CHEM BG3148 FULL SYNTHETIC ATF 275 GALLONS               | GALLON | \$29.80    | \$32.18    | \$32.20    | \$77.28    | \$77.30    | \$77.30    | \$47.50    | 61.45% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31516     | AUTO CHEM BG31516 LOW VISCOSITY SYNTHETIC ATF 16 GALLON       | each   | \$754.55   | \$814.91   | \$814.90   | \$1,955.76 | \$1,955.75 | \$1,955.75 | \$1,201.20 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3153      | AUTO CHEM BG3153 LOW VISCOSITY SYNTHETIC ATF 3 GALLON         | each   | \$148.75   | \$160.65   | \$160.65   | \$385.56   | \$385.55   | \$385.55   | \$236.80   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31532     | AUTO CHEM BG31532 LOW VISCOSITY SYNTHETIC ATF QUARTS          | each   | \$17.55    | \$18.95    | \$18.95    | \$45.48    | \$45.50    | \$45.50    | \$27.95    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3154      | AUTO CHEM BG3154 LOW VISCOSITY SYNTHETIC ATF 4 GALLON         | each   | \$195.90   | \$211.57   | \$211.55   | \$507.72   | \$507.70   | \$507.70   | \$311.80   | 61.41% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31553     | AUTO CHEM BG31553 LOW VISCOSITY SYNTHETIC ATF 53 GALLON       | each   | \$2,223.10 | \$2,400.95 | \$2,400.95 | \$5,762.28 | \$5,762.30 | \$5,762.30 | \$3,539.20 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 3158      | AUTO CHEM BG3158 LOW VISCOSITY SYNTHETIC ATF 270 GALLONS      | GALLON | \$38.55    | \$41.63    | \$41.65    | \$99.96    | \$99.95    | \$99.95    | \$61.40    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31832     | AUTO CHEM BG31832 PREMIUM FULL SYNTHETIC CVT FLUID QUART      | each   | \$22.45    | \$24.25    | \$24.25    | \$58.20    | \$58.20    | \$58.20    | \$35.75    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 31932     | AUTO CHEM BG31932 PREMIUM FULL SYNTHETIC DCT FLUID QUART      | each   | \$25.90    | \$27.97    | \$27.95    | \$67.08    | \$67.10    | \$67.10    | \$41.20    | 61.40% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 328       | AUTO CHEM BG328 UNIVERSAL MULTI GEAR CONCENTRATE              | each   | \$10.75    | \$11.61    | \$11.60    | \$27.84    | \$27.85    | \$27.85    | \$17.10    | 61.40% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 330       | AUTO CHEM BG330 POWER STEERING CONDITIONER                    | each   | \$8.15     | \$8.80     | \$8.80     | \$21.12    | \$21.10    | \$21.10    | \$12.95    | 61.37% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 332       | AUTO CHEM BG332 POWERSTEERING FLUID                           | each   | \$26.45    | \$28.57    | \$28.55    | \$68.52    | \$68.50    | \$68.50    | \$42.05    | 61.39% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 332R      | AUTO CHEM BG332R POWERSTEERING FLUID                          | each   | \$26.45    | \$28.57    | \$28.55    | \$68.52    | \$68.50    | \$68.50    | \$42.05    | 61.39% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 334       | AUTO CHEM BG334 SYNTHETIC POWERSTEERING FLUID                 | each   | \$66.00    | \$71.28    | \$71.30    | \$171.12   | \$171.10   | \$171.10   | \$105.10   | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 334H5     | AUTO CHEM BG334H5 PREMIUM SYNTHETIC HYDROLIC OIL 5 GALLON     | each   | \$264.40   | \$285.55   | \$285.55   | \$685.32   | \$685.30   | \$685.30   | \$420.90   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 403       | AUTO CHEM BG403 NON-CHLORINATED BRAKE CLEANER                 | each   | \$10.20    | \$11.02    | \$11.00    | \$26.40    | \$26.40    | \$26.40    | \$16.20    | 61.36% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 4035      | AUTO CHEM BG4035 NON-CHLORINATED BRAKE CLEANER 5 GALLON       | each   | \$203.45   | \$219.73   | \$219.75   | \$527.40   | \$527.40   | \$527.40   | \$323.95   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 406       | AUTO CHEM BG406 AIR INTAKE SYSTEM CLEANER                     | each   | \$12.10    | \$13.07    | \$13.05    | \$31.32    | \$31.30    | \$31.30    | \$19.20    | 61.34% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 4073      | AUTO CHEM BG4073 MASS AIR FLOW SENSOR CLEANER                 | each   | \$10.60    | \$11.45    | \$11.45    | \$27.48    | \$27.50    | \$27.50    | \$16.90    | 61.45% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 412       | AUTO CHEM BG412 HI-DELIVERY CARB & CHOKE CLEANER              | each   | \$9.75     | \$10.53    | \$10.55    | \$25.32    | \$25.30    | \$25.30    | \$15.55    | 61.46% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 416       | AUTO CHEM BG416 SILICONE LUBRICANT                            | each   | \$9.15     | \$9.88     | \$9.90     | \$23.76    | \$23.75    | \$23.75    | \$14.60    | 61.47% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 438       | AUTO CHEM BG438 IN-FORCE PENETRATING OIL                      | each   | \$13.90    | \$15.01    | \$15.00    | \$36.00    | \$36.00    | \$36.00    | \$22.10    | 61.39% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 460       | AUTO CHEM BG460 GLASS CLEANER                                 | each   | \$7.75     | \$8.37     | \$8.35     | \$20.04    | \$20.05    | \$20.05    | \$12.30    | 61.35% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 485       | AUTO CHEM BG485 BATTERY CLEANER/ACID DETECTOR                 | each   | \$9.55     | \$10.31    | \$10.30    | \$24.72    | \$24.70    | \$24.70    | \$15.15    | 61.34% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 490       | AUTO CHEM BG490 BATTERY & IGNITION SEALER                     | each   | \$15.00    | \$16.20    | \$16.20    | \$38.88    | \$38.90    | \$38.90    | \$23.90    | 61.44% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 498       | AUTO CHEM BG498 HCF WATERPROOF SPRAY GREASE                   | each   | \$11.90    | \$12.85    | \$12.85    | \$30.84    | \$30.85    | \$30.85    | \$18.95    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 511       | AUTO CHEM BG511 UNIVERSAL COOLING SYSTEM SEALER               | each   | \$7.95     | \$8.59     | \$8.60     | \$20.64    | \$20.65    | \$20.65    | \$12.70    | 61.50% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 540       | AUTO CHEM BG540 UNIVERSAL RADIATOR FLUSH                      | each   | \$8.75     | \$9.45     | \$9.45     | \$22.68    | \$22.70    | \$22.70    | \$13.95    | 61.45% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 546       | AUTO CHEM BG 546 UNIVERSAL SUPER COOL                         | each   | \$14.35    | \$15.50    | \$15.50    | \$37.20    | \$37.20    | \$37.20    | \$22.85    | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 600       | AUTO CHEM BG600 PREMIUM LUBRICATING GREASE                    | each   | \$7.25     | \$7.83     | \$7.85     | \$18.84    | \$18.85    | \$18.85    | \$11.60    | 61.54% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 600120    | AUTO CHEM BG600120 PREMIUM LUBRICATING GREASE 120 LBS         | each   | \$745.80   | \$805.57   | \$805.55   | \$1,933.32 | \$1,933.30 | \$1,933.30 | \$1,187.40 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 60035     | AUTO CHEM BG60035 PREMIUM LUBRICATING GREASE 35 LB            | each   | \$249.20   | \$269.14   | \$269.15   | \$645.96   | \$645.95   | \$645.95   | \$396.75   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 607       | AUTO CHEM BG607 SLC GREASE CARTRIDGE                          | each   | \$7.60     | \$8.21     | \$8.20     | \$19.68    | \$19.70    | \$19.70    | \$12.10    | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 607120    | AUTO CHEM BG607120 SLC GREASE 120 LBS                         | each   | \$901.30   | \$973.40   | \$973.40   | \$2,336.16 | \$2,336.15 | \$2,336.15 | \$1,434.85 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 608       | AUTO CHEM BG608 SS-2000 GREASE                                | each   | \$10.50    | \$11.34    | \$11.35    | \$27.24    | \$27.25    | \$27.25    | \$16.75    | 61.47% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 6081      | AUTO CHEM BG6081 SS-2000 GREASE 1# TUB                        | each   | \$15.00    | \$16.20    | \$16.20    | \$38.88    | \$38.90    | \$38.90    | \$23.90    | 61.44% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7011      | AUTO CHEM BG7011 UNIVERSAL FRIGI-QUIET                        | each   | \$329.05   | \$355.37   | \$355.35   | \$852.84   | \$852.85   | \$852.85   | \$523.80   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7018      | AUTO CHEM BG7018 UNIVERSAL FRIGI-QUIET                        | each   | \$25.30    | \$27.32    | \$27.30    | \$65.52    | \$65.50    | \$65.50    | \$40.20    | 61.37% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7028      | AUTO CHEM BG7028 FRIGI QUIET FOR R1234YF SYSTEMS              | each   | \$24.30    | \$26.24    | \$26.25    | \$63.00    | \$63.00    | \$63.00    | \$38.70    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 708       | AUTO CHEM BG708 FRIGI-FRESH                                   | each   | \$12.05    | \$13.01    | \$13.00    | \$31.20    | \$31.20    | \$31.20    | \$19.15    | 61.38% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7141      | AUTO CHEM BG7141 EXTRA DUTY 15W40 OIL GALLON                  | each   | \$35.25    | \$38.07    | \$38.05    | \$91.32    | \$91.30    | \$91.30    | \$56.05    | 61.39% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 71453     | AUTO CHEM BG71453 EXTRA DUTY 15W40 OIL GALLON 53 GALLON       | each   | \$1,731.60 | \$1,870.13 | \$1,870.15 | \$4,488.36 | \$4,488.35 | \$4,488.35 | \$2,756.75 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7148      | AUTO CHEM BG7148 EXTRA DUTY 15W40 OIL 250 GALLON              | GALLON | \$28.20    | \$30.46    | \$30.45    | \$73.08    | \$73.10    | \$73.10    | \$44.90    | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7161      | AUTO CHEM BG7161 SHEAR POWER HD 15W40 GALLON                  | each   | \$47.25    | \$51.03    | \$51.05    | \$122.52   | \$122.50   | \$122.50   | \$75.25    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 71653     | AUTO CHEM BG71653 SHEAR POWER HD 15W40 53 GALLON              | each   | \$2,225.75 | \$2,403.81 | \$2,403.80 | \$5,769.12 | \$5,769.10 | \$5,769.10 | \$3,543.35 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75116     | AUTO CHEM BG75116 ULTRA GUARD LS 75W90 FULL SYN 16 GALLON     | each   | \$1,378.75 | \$1,489.05 | \$1,489.05 | \$3,573.72 | \$3,573.70 | \$3,573.70 | \$2,194.95 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75132     | AUTO CHEM BG75132 ULTRA GUARD LS 75W90 FULL SYN QUART         | each   | \$23.15    | \$25.00    | \$25.00    | \$60.00    | \$60.00    | \$60.00    | \$36.85    | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75164     | AUTO CHEM BG75164 ULTRA GUARD LS 75W90 FULL SYN 64 OZ         | each   | \$46.20    | \$49.90    | \$49.90    | \$119.76   | \$119.75   | \$119.75   | \$73.55    | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75196     | AUTO CHEM BG75196 ULTRA GUARD LS 75W90 FULL SYN 96 OZ         | each   | \$66.20    | \$71.50    | \$71.50    | \$171.60   | \$171.60   | \$171.60   | \$105.40   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75316     | AUTO CHEM BG75316 ULTRA GUARD LS HD 75W140 FULL SYN 16 GALLON | each   | \$1,665.60 | \$1,798.85 | \$1,798.85 | \$4,317.24 | \$4,317.25 | \$4,317.25 | \$2,651.65 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75332     | AUTO CHEM BG75332 ULTRA GUARD LS HD 75W140 FULL SYN QUART     | each   | \$27.40    | \$29.59    | \$29.60    | \$71.04    | \$71.05    | \$71.05    | \$43.65    | 61.44% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75364     | AUTO CHEM BG75364 ULTRA GUARD LS HD 75W140 FULL SYN 64 OZ     | each   | \$54.55    | \$58.91    | \$58.90    | \$141.36   | \$141.35   | \$141.35   | \$86.80    | 61.41% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 75396     | AUTO CHEM BG75396 ULTRA GUARD LS HD 75W140 FULL SYN 96 OZ     | each   | \$82.95    | \$89.59    | \$89.60    | \$215.04   | \$215.05   | \$215.05   | \$132.10   | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 7731      | AUTO CHEM BG7731 UNIVERSAL 2-CYCLE ENGINE OIL GALLON          | each   | \$53.30    | \$57.56    | \$57.55    | \$138.12   | \$138.10   | \$138.10   | \$84.80    | 61.40% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 77332     | AUTO CHEM BG77332 UNIVERSAL 2-CYCLE ENGINE OIL QUART          | each   | \$15.10    | \$16.31    | \$16.30    | \$39.12    | \$39.10    | \$39.10    | \$24.00    | 61.38% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 79216     | AUTO CHEM BG79216 SYNCRO SHIFT II 16 GALLON                   | each   | \$1,212.65 | \$1,309.66 | \$1,309.65 | \$3,143.16 | \$3,143.15 | \$3,143.15 | \$1,930.50 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 79232     | AUTO CHEM BG79232 SYNCRO SHIFT II QUART                       | each   | \$23.30    | \$25.16    | \$25.15    | \$60.36    | \$60.35    | \$60.35    | \$37.05    | 61.39% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 79264     | AUTO CHEM BG79264 SYNCRO SHIFT II 64 OZ                       | each   | \$46.45    | \$50.17    | \$50.15    | \$120.36   | \$120.35   | \$120.35   | \$73.90    | 61.40% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 79296     | AUTO CHEM BG79296 SYNCRO SHIFT 96 OZ                          | each   | \$63.80    | \$68.90    | \$68.90    | \$165.36   | \$165.35   | \$165.35   | \$101.55   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 825       | AUTO CHEM BG825 PRE-LUBE                                      | each   | \$8.80     | \$9.50     | \$9.50     | \$22.80    | \$22.80    | \$22.80    | \$14.00    | 61.40% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 83532     | AUTO CHEM BG83532 SUPER DOT 4 BRAKE FLUID                     | each   | \$29.15    | \$31.48    | \$31.50    | \$75.60    | \$75.60    | \$75.60    | \$46.45    | 61.44% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 84132     | AUTO CHEM BG84132 LOW VISCOSITY DOT 4 BRAKE FLUID             | each   | \$27.95    | \$30.19    | \$30.20    | \$72.48    | \$72.50    | \$72.50    | \$44.55    | 61.45% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 860       | AUTO CHEM BG860 STOP SQUEAL                                   | each   | \$8.05     | \$8.69     | \$8.70     | \$20.88    | \$20.90    | \$20.90    | \$12.85    | 61.48% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 876       | AUTO CHEM BG876 QUICK CURE HEADLITE RESTORATION KIT           | each   | \$60.85    | \$65.72    | \$65.70    | \$157.68   | \$157.70   | \$157.70   | \$96.85    | 61.41% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 89053     | AUTO CHEM BG89053 WINDSHIELD WASHER CONCENTRATE               | each   | \$998.15   | \$1,078.00 | \$1,078.00 | \$2,587.20 | \$2,587.20 | \$2,587.20 | \$1,589.05 | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 985       | AUTO CHEM BG985 ACP-45 TOP POST                               | each   | \$4.80     | \$5.18     | \$5.20     | \$12.48    | \$12.50    | \$12.50    | \$7.70     | 61.60% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| 986       | AUTO CHEM BG986 ACP-50 SIDE POST                              | each   | \$4.80     | \$5.18     | \$5.20     | \$12.48    | \$12.50    | \$12.50    | \$7.70     | 61.60% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| KF64-N1T8 | AUTO CHEM BGKF64-N1T8 PLATINUM FUEL SERVICE 3 PIECE           | each   | \$101.05   | \$109.13   | \$109.15   | \$261.96   | \$261.95   | \$261.95   | \$160.90   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| KF65-N1TD | AUTO CHEM BGKF65-N1TD PLATINUM FUEL SERVICE 2 PIECE           | each   | \$61.05    | \$65.93    | \$65.95    | \$158.28   | \$158.30   | \$158.30   | \$97.25    | 61.43% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |
| P115-N1G1 | AUTO CHEM P115-N1G1 EXTENDED LIFE MOA GALLON                  | each   | \$115.55   | \$124.79   | \$124.80   | \$299.52   | \$299.50   | \$299.50   | \$183.95   | 61.42% | BG Products Inc. | Ken & Leslie of Arizona, Inc Heavy Duty Fle |

**KENZ & LESLIE OF ARIZONA**

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 30 DAYS                                                          |
| Vendor Number:            | VC0000006768                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021 2022 2024 2025.</b> |

**LUBRICATION EQUIPMENT & SUPPLY COMPANY, 3526 E. BROADWAY RD. PHOENIX, ARIZONA 85040**

|                                                                        |                                              |                          |        |
|------------------------------------------------------------------------|----------------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | United Central Industrial Supply Co. LLC     |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          | LUBRICATION EQUIPMENT & SUPPLY COMPANY       |                          |        |
| MAILING ADDRESS:                                                       | 3526 E. BROADWAY RD., PHOENIX, ARIZONA 85040 |                          |        |
| REMIT TO ADDRESS:                                                      | p.o. Box 74007612 – Chicago, IL 60674-7612   |                          |        |
| TELEPHONE NUMBER:                                                      | 602-437-1245                                 |                          |        |
| FACSIMILE NUMBER:                                                      | 602-437-8862                                 |                          |        |
| WEB SITE:                                                              | lubequip.com                                 |                          |        |
| REPRESENTATIVE NAME:                                                   | Duane Richardson                             |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-437-1245 ext. 227                        |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | drichardson@lubequip.com                     |                          |        |
|                                                                        | YES                                          | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>          | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>          | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                              |                          |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "*CURRENT PRICING*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED (LES will provide digital price lists as provided by mfrs.) | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING (LES will provide current mfr date price lists) | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK (LES will provide digital price lists as provided by mfrs.) |
|-----------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------|-------------------------------|-----------------|------------------|----------------------------------------------------------------------|
| Alemite SPC-DF1,FML, GG1-3, LF1,LF3, PU3-5,                                       | minus                         | 2020                                                            |                               |                 | 5%               | NONE                                                                 |
| PU7, RL1-7.                                                                       |                               |                                                                 |                               |                 | 5%               | NONE                                                                 |
| LA1, MT1-4, PU1-2, PU6, PU9, SV1,UF1.                                             | minus                         | 2020                                                            |                               |                 | 10%              | NONE                                                                 |
| LF2,OM1, PU8,                                                                     | plus                          | 2020                                                            |                               |                 | POR              | NONE                                                                 |
| Scissor Lift Equipment Rental per day charge                                      |                               |                                                                 |                               |                 | \$560.00 per day |                                                                      |
| including delivery to and pickup from site charges.                               |                               |                                                                 |                               |                 |                  |                                                                      |
| (Maricopa County will only be charged actual rental                               |                               |                                                                 |                               |                 |                  |                                                                      |
| from vendor(s) plus 10%. )                                                        |                               |                                                                 |                               |                 |                  |                                                                      |

**LUBRICATION EQUIPMENT & SUPPLY COMPANY**

|                                                                          |              |      |  |  |      |                 |
|--------------------------------------------------------------------------|--------------|------|--|--|------|-----------------|
| Copperstate Nut & Bolt-<br>cost plus 20% from<br>internet website prices | <u>plus</u>  | 2020 |  |  |      | copperstate.com |
|                                                                          | <u>-</u>     |      |  |  |      |                 |
| Lincoln SPC-, GC-,GL-<br>,KS-, LP-,PM-,                                  | <u>minus</u> | 2020 |  |  | 10%  | NONE            |
| Mobile Lube System<br>Installations                                      | <u>minus</u> | NONE |  |  | LIST | NONE            |
| Parker Hose and<br>Fittings                                              | <u>minus</u> | 2020 |  |  | 60%  | NONE            |
| Parker Hose<br>Assemblies                                                | <u>minus</u> | 2020 |  |  | 50%  | NONE            |
| Wiggins                                                                  | <u>list</u>  |      |  |  |      | NONE            |

Labor rate at Contractor's facilit(ies) \$92.00/hr

Labor rate for field service \$106.00/hr

Field service call out charge (if  
applicable) \$90.00/per

Labor rate afterhours/overtime \$159.00/hr

Overtime Labor rates apply before 8 am and after 5 pm Monday through Friday, no weekend services available.

Mileage or fuel charge (see  
2.3.1.2.5.) \$1.00 per mile Portal To Portal per  
service call

Business hours Monday through Friday 8 am to 5 pm, no weekend services  
available

Delivery schedule to Service Center  
provide morning or afternoon  
deliveries (reference section 2.8 for  
business hours): No Scheduled delivery service available. No set response  
time per service call possible. We strive to respond as quick  
and safely as possible.

Return policy if more advantageous  
than the County's (reference section  
2.5) Must be OK'd by Store Manager.

Restocking charge, if applicable  
(reference section 2.5.3.) 25% restocking fee with store manager prior approval.

Additional services offered: Field Service, On-Site Training, Site Audits.

Warranties may vary by parts  
manufacturers 1 Year Manufacturer Warranty

**LUBRICATION EQUIPMENT & SUPPLY COMPANY**

Warranty on labor minimum 12 months (reference section 3.12)

Warranty on labor 12 months from service date

Additional participating locations:

Hose Advantage Store 3518 E. Broadway Rd. Phoenix Arizona

Hose Advantage Store 835 N. 43rd. Ave Phoenix Arizona

Hose Advantage Store 320 E. Baseline Rd. Mesa Arizona

NIGP CODE:

06066

Terms:

NET 30 DAYS

Vendor Number:

VC0000007367

Certificates of Insurance

Required

Contract Period:

To cover the period ending **September 30, 2021 2022 2024 2025.**

**RWC INTERNATIONAL, 600 N 75TH AVENUE., PHOENIX, AZ 85043**

|                                                                        |                                               |                                     |        |
|------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------|--------|
| COMPANY NAME:                                                          | RWC International                             |                                     |        |
| DOING BUSINESS AS (DBA) NAME:                                          | RWC Group                                     |                                     |        |
| MAILING ADDRESS:                                                       | 600 N 75th Ave ., Phoenix, AZ 85043           |                                     |        |
| REMIT TO ADDRESS:                                                      | 600 N 75th Ave., Phoenix, AZ 85043            |                                     |        |
| TELEPHONE NUMBER:                                                      | 602-307-1042                                  |                                     |        |
| FACSIMILE NUMBER:                                                      | 602-307-1051                                  |                                     |        |
| WEB SITE:                                                              | www.rwcgroup.com                              |                                     |        |
| REPRESENTATIVE NAME:                                                   | Tom McNamee <b>Mary Wilson</b>                |                                     |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-531-1195 <b>602-307-1037</b>              |                                     |        |
| REPRESENTATIVE E-MAIL:                                                 | tmcnamee@rwcgroup.com<br>mwilson@rwcgroup.com |                                     |        |
|                                                                        | YES                                           | NO                                  | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>           | <input type="checkbox"/>            |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input type="checkbox"/>                      | <input checked="" type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 60 DAYS                        |                                               |                                     |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED        | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (%) OFF | WEB LINK                 |
|------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------------|
| Allison                      | List Minus                    | 07/10/2020      | NA                            | NA              | 25%              | Allison Price File       |
| Cummins Engine Co            | Fleet Minus                   | 07/10/2020      | NA                            | NA              | 16%              | Cummins Fleet Price File |
| Dayton Springs               | List Minus                    | 07/10/2020      | NA                            | NA              | 50%              | Dayton Price file        |
| Fleetguard                   | Major Fleet Minus             | 07/10/2020      | NA                            | NA              | 62%              | PL322 Price File         |
| International                | Major Fleet Even              | 07/10/2020      | NA                            | NA              | 0%               | PL308 Price File         |
| Carrier Rooftop AC Units MCC | List Minus                    | 07/10/2020      | NA                            | NA              | 29%              | MCC Carrier Price File   |
| Bendix                       | National Fleet Minus          | 07/10/2020      | NA                            | NA              | 10%              | PL322 Price File         |
| Delco Remy                   | National Fleet Even           | 07/10/2020      | NA                            | NA              | 0%               | PL322 Price File         |
| Alcoa Wheels                 | Major Fleet Minus             | 07/10/2020      | NA                            | NA              | 15%              | PL322 Price File         |

**RWC INTERNATIONAL**

|                    |                   |            |    |    |     |                  |
|--------------------|-------------------|------------|----|----|-----|------------------|
| Timken             | Major Fleet Minus | 07/10/2020 | NA | NA | 10% | PL322 Price File |
| Firestone Air Bags | Major Fleet Minus | 07/10/2020 | NA | NA | 7%  | PL322 Price File |
| GE lamps           | Major Fleet Minus | 07/10/2020 | NA | NA | 0%  | PL322 Price File |
| Grote              | Major Fleet Minus | 07/10/2020 | NA | NA | 0%  | PL322 Price File |
| Gunite             | Major Fleet Minus | 07/10/2020 | NA | NA | 5%  | PL322 Price File |
| Maxon              | List Minus        | 07/10/2020 | NA | NA | 15% | Maxon Price File |

|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|----------------------------|-----------|
| Labor rates may vary by vehicle and equipment                        |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         | Eff 10/1/22 |    |                            |           |
| Labor rate at Contractor's faciliy(ies)                              | <del>\$119.00</del>                                                                                                                                                                                                                                                                                                                                     | \$135.00    | \$ |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
| Labor rate for field service                                         | <del>\$119.00</del>                                                                                                                                                                                                                                                                                                                                     | \$135.00    | \$ |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
| Labor rate for field service call (if applicable)                    | <del>\$119.00</del>                                                                                                                                                                                                                                                                                                                                     | \$135.00    | \$ |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
| Labor rate afterhours/overtime                                       | <del>\$119.00</del>                                                                                                                                                                                                                                                                                                                                     | \$135.00    | \$ |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
| Additional labor rates for other vehicles and equipment applications |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    |                            |           |
| Mileage or fuel charge (see 2.3.1.2.5.)                              | 0                                                                                                                                                                                                                                                                                                                                                       | per mile    | OR | EFF 10/1/22                | flat rate |
|                                                                      |                                                                                                                                                                                                                                                                                                                                                         |             |    | <del>119</del><br>\$135.00 |           |
| Business hours                                                       | Service<br>Monday 7:00am - 7:00pm Tuesday 7:00am - 7:00pm Wednesday 7:00am - 7:00pm Thursday 7:00am - 7:00pm Friday 7:00am - 7:00 pm Saturday 7:00am - 3:00pm Sunday Closed<br>Parts<br>Monday 7:00am - 9:00pm Tuesday 7:00am - 9:00pm Wednesday 7:00am - 9:00pm Thursday 7:00am - 9:00pm Friday 7:00am - 9:00pm Saturday 7:00am - 3:00pm Sunday Closed |             |    |                            |           |

**RWC INTERNATIONAL**

Return policy if more  
advantageous than the County's  
(reference section 2.5)

N/A

Restocking charge, if applicable  
(reference section 2.5.3.)

15% on special orders

Additional services offered:

Mobile maintenance, Dyno Testing, Alignments, Bodyshop  
Pick up and delivery available for all in shop repairs

Warranties may vary by parts  
manufacturers

Majority of parts are 1 year (some exceptions apply)

Warranty on labor minimum 12  
months (reference section 3.12)

Agree to county specifications

Additional participating locations:

2202 South Central Ave  
Phoenix, AZ, 85004

NIGP CODE:

06066

Terms:

NET 60 DAYS

Vendor Number:

VC0000002933

Certificates of Insurance

Required

Contract Period:

To cover the period ending **September 30, 2021 2022 2024 2025.**

**DON SANDERSON FORD INC DBA: SANDERSON FORD, PO BOX 1407 GLENDALE, AZ 85311**

|                                                                        |                                     |                          |        |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|--------|
| COMPANY NAME:                                                          | Don Sanderson Ford Inc.             |                          |        |
| DOING BUSINESS AS (DBA) NAME:                                          | Sanderson Ford                      |                          |        |
| MAILING ADDRESS:                                                       | 6300 N 51 <sup>st</sup> Ave.        |                          |        |
| REMIT TO ADDRESS:                                                      | P.O. Box 1407 Glendale, AZ 85311    |                          |        |
| TELEPHONE NUMBER:                                                      | 623-842-8846                        |                          |        |
| FACSIMILE NUMBER:                                                      | 623-842-8771                        |                          |        |
| WEB SITE:                                                              | http://www.sandersonford.com        |                          |        |
| REPRESENTATIVE NAME:                                                   | Tom Peterson                        |                          |        |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 623-842-8846                        |                          |        |
| REPRESENTATIVE E-MAIL:                                                 | tpeterson@sandersonford.com         |                          |        |
|                                                                        | YES                                 | NO                       | REBATE |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |        |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |        |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                     |                          |        |

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "*CURRENT PRICING*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED                 | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                            |
|---------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|---------------------------------------------------------------------|
| Ford / Motorcraft                     | N/A                           | N/A             | Cost Plus 8%-10%              | 07/01/2020      | N/A              | N/A                                                                 |
| Cummins On-Highway ISB, ISC, ISL, ISM | N/A                           | N/A             | Cost Plus 8%-10%              | 07/01/2020      | N/A              | <a href="https://parts.cummins.com/">https://parts.cummins.com/</a> |
| Caterpillar On-Highway Engines        | N/A                           | N/A             | Cost Plus 8%-10%              | 07/01/2020      | N/A              | <a href="https://shop.cat.com/">https://shop.cat.com/</a>           |
|                                       |                               |                 |                               |                 |                  |                                                                     |

|                                                   |                 |                   |
|---------------------------------------------------|-----------------|-------------------|
| Labor rates may vary by vehicle and equipment     |                 |                   |
| Labor rate at Contractor's facility(ies)          | Light Duty \$95 | Med & Hvy Duty105 |
|                                                   |                 |                   |
| Labor rate for field service                      | \$N/A           | \$N/A             |
|                                                   |                 |                   |
| Labor rate for field service call (if applicable) | \$              | \$                |
|                                                   |                 |                   |
| Labor rate afterhours/overtime                    | Light Duty \$95 | Med & Hvy Duty105 |

**DON SANDERSON FORD INC DBA: SANDERSON FORD**

Additional labor rates for other vehicles and equipment applications

\$

OEM Ford Light Duty On-Highway Vehicles \$95.00 / Hr

OEM Ford Medium Duty On-Highway Vehicles \$105.00 / Hr

Cummins On-Highway Engines \$110 / Hr

Caterpillar On-Highway Engines \$\$110.00 / Hr

\$

Mileage or fuel charge (see 2.3.1.2.5.) 0 per mile OR 0 flat rate

Business hours

|                                                                                                                         |                                                                       |                 |                 |                 |                 |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                       |                 |                 |                 |                 |
|                                                                                                                         | MONDAY                                                                | TUESDAY         | WEDNESDAY       | THURSDAY        | FRIDAY          |
| Durango Main Service Center                                                                                             | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Mesa Service Center                                                                                                     | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Dysart Service Center                                                                                                   | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Downtown Service Center                                                                                                 | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Buckeye Service Center                                                                                                  | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | Returns are acceptable under County approval in resellable condition. |                 |                 |                 |                 |
| Restocking charge, if aplicable (reference section 2.5.3.)                                                              | 0%                                                                    |                 |                 |                 |                 |
| Additional services offered:                                                                                            |                                                                       |                 |                 |                 |                 |
|                                                                                                                         |                                                                       |                 |                 |                 |                 |
|                                                                                                                         |                                                                       |                 |                 |                 |                 |
|                                                                                                                         |                                                                       |                 |                 |                 |                 |

**DON SANDERSON FORD INC DBA: SANDERSON FORD**

Warranties may vary by parts  
manufacturers

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Warranty on labor minimum  
12 months (reference section  
3.12)

Ford 2  
Years

---

Cummins 1 Year

---

Caterpillar 1 Year

---

---

Additional participating  
locations:

N/A

---

NIGP CODE:

06066

Terms:

NET 30 DAYS

Vendor Number:

VC0000006889

Certificates of Insurance

Required

Contract Period:

To cover the period ending **September 30, 2021 2022 2024 2025.**

**JB POINDEXTER & CO INC. DBA: READING TRUCK EQUIPMENT LLC DBA: AUTO SAFETY HOUSE,  
2630 WEST BUCKEYE RD., PHOENIX, ARIZONA 85009**  
**WW WILLIAMS COMPANY, LLC. DBA: AUTO SAFETY HOUSE,**

|                                  |                                                                                                                                                            |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | W.W.Williams<br><b>JB POINDEXTER &amp; CO INC.</b><br><del>READING TRUCK EQUIPMENT LLC</del>                                                               |
| DOING BUSINESS AS (dba):         | <b>Reading Truck Equipment LLC</b><br>Auto Safety House                                                                                                    |
| MAILING ADDRESS:                 | 2630 W Buckeye Rd                                                                                                                                          |
| REMIT TO ADDRESS:                |                                                                                                                                                            |
| TELEPHONE NUMBER:                | 602-269-9721 <b>602/386-5332</b>                                                                                                                           |
| FAX NUMBER:                      | 602-278-3916                                                                                                                                               |
| WWW ADDRESS:                     | <a href="http://www.autosafetyhouse.com">www.autosafetyhouse.com</a><br><a href="http://www.readingtruck.com">www.readingtruck.com</a>                     |
| REPRESENTATIVE NAME:             | Tony Swinson                                                                                                                                               |
| REPRESENTATIVE TELEPHONE NUMBER: | Mobile: 480/450-3427                                                                                                                                       |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:tswinson@autosafetyhouse.com">tswinson@autosafetyhouse.com</a><br><a href="mailto:tswinson@readingtruck.com">tswinson@readingtruck.com</a> |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

**[200209-Pricing Page-JB Poindexter & Co Inc..pdf](#)**

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000008514 **VS0000006353**

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**SONSRAY MACHINERY LLC 1411 N 27TH AVENUE, PHOENIX, ARIZONA 85009**  
**TITAN MACHINERY, INC.,**

|                                                                        |                                                                                                                   |                          |               |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------|---------------|
| COMPANY NAME:                                                          | <b>Sonsray Machinery LLC</b> Titan Machinery, Inc.                                                                |                          |               |
| DOING BUSINESS AS (DBA) NAME:                                          | <b>Sonsray Machinery LLC</b> Titan Machinery, Inc.                                                                |                          |               |
| MAILING ADDRESS:                                                       | 1411 N 27th Avenue, Phoenix, AZ                                                                                   |                          |               |
| REMIT TO ADDRESS:                                                      | 1411 N 27th Avenue, Phoenix, AZ                                                                                   |                          |               |
| TELEPHONE NUMBER:                                                      | 602-610-0671 602-269-3221 <b>844/766-7729 Ext. 408</b>                                                            |                          |               |
| FACSIMILE NUMBER:                                                      | 602-233-9371                                                                                                      |                          |               |
| WEB SITE:                                                              | www.titanmachinery.com                                                                                            |                          |               |
| REPRESENTATIVE NAME:                                                   | Doug Varner Jon Martin <b>Mike Wright</b>                                                                         |                          |               |
| REPRESENTATIVE TELEPHONE NUMBER:                                       | 602-610-0671 602-269-3221 <b>cell: 619.455.9524</b>                                                               |                          |               |
| REPRESENTATIVE E-MAIL:                                                 | dvarner@sonsray.com jon.martin@titanmachinery.com<br><a href="mailto:mwright@sonsray.com">mwright@sonsray.com</a> |                          |               |
|                                                                        | <b>YES</b>                                                                                                        | <b>NO</b>                | <b>REBATE</b> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/>                                                                               | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/>                                                                               | <input type="checkbox"/> |               |
| <input checked="" type="checkbox"/> NET 30 DAYS                        |                                                                                                                   |                          |               |

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK           |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------|
| Case                  | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |
| Bomag                 | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |
| JLG                   | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |
| Skyjack               | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |
| Woods Equipment       | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |
| Paladin Attachments   | MFG List                      | 07/14/2020      |                               |                 | 0                | TitanMachinery.com |

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK           |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------|
| Case                  | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |
| BOMAG                 | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |
| JLG                   | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |
| Skyjack               | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |
| Woods Equipment       | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |
| Paladin Attachments   | MFG List                      | 11/09/2020      |                               |                 | 0                | TitanMachinery.com |

Labor rates may vary by vehicle and equipment

|                                          |     |    |
|------------------------------------------|-----|----|
| Labor rate at Contractor's facility(ies) | 140 | \$ |
|------------------------------------------|-----|----|

**SONSRAY MACHINERY LLC TITAN MACHINERY, INC.**

|                                                   |     |  |    |
|---------------------------------------------------|-----|--|----|
| Labor rate for field service                      | 161 |  | \$ |
| Labor rate for field service call (if applicable) | 161 |  | \$ |
| Labor rate afterhours/overtime                    | 191 |  | \$ |

|                                         |                  |          |    |    |           |
|-----------------------------------------|------------------|----------|----|----|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.) | 2.75             | per mile | OR | \$ | flat rate |
| Business hours                          | 6:00am to 5:00pm |          |    |    |           |

|                                                                                                                         |                                                                                                                                 |                |                  |                 |               |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|-----------------|---------------|
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                                                                                 |                |                  |                 |               |
|                                                                                                                         | <b>MONDAY</b>                                                                                                                   | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b> |
| Durango Main Service Center                                                                                             |                                                                                                                                 |                |                  |                 |               |
| Mesa Service Center                                                                                                     |                                                                                                                                 |                |                  |                 |               |
| Dysart Service Center                                                                                                   | delivery available during business hours M-F                                                                                    |                |                  |                 |               |
| Downtown Service Center                                                                                                 |                                                                                                                                 |                |                  |                 |               |
| Buckeye Service Center                                                                                                  |                                                                                                                                 |                |                  |                 |               |
| Return policy if more advantageous than the County's (reference section 2.5)                                            |                                                                                                                                 |                |                  |                 |               |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | 15%                                                                                                                             |                |                  |                 |               |
| Additional services offered:                                                                                            |                                                                                                                                 |                |                  |                 |               |
| Warranties may vary by parts manufacturers                                                                              | Case parts warranty is 180 days                                                                                                 |                |                  |                 |               |
|                                                                                                                         | <b>Will provide standard manufacturer's parts warranty, which is typically 180 days from the date of the part installation.</b> |                |                  |                 |               |

|                                                                     |                                                                                                                          |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Warranty on labor minimum 12 months (reference section 3.12)</b> | <b>Will provide standard manufacturer's labor warranty, which is typically 180 days from the repair completion date.</b> |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000004084

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

EFFEM CORPORATION DBA: A TO Z EQUIPMENT RENTALS 1313 E BASELINE RD, GILBERT, AZ 85233

|                                  |                                        |
|----------------------------------|----------------------------------------|
| COMPANY NAME:                    | EFFEM                                  |
| DOING BUSINESS AS (dba):         | A to Z Equipment Rental & Sales        |
| MAILING ADDRESS:                 | 1313 E. Baseline Rd, Gilbert, AZ 85233 |
| REMIT TO ADDRESS:                | 1313 E. Baseline Rd, Gilbert, AZ 85233 |
| TELEPHONE NUMBER:                | 480 539 8700                           |
| FAX NUMBER:                      | 480 558 4119                           |
| WWW ADDRESS:                     | www.a-zequipment.com                   |
| REPRESENTATIVE NAME:             | Doug Dickerson                         |
| REPRESENTATIVE TELEPHONE NUMBER: | 480 570 8918                           |
| REPRESENTATIVE EMAIL ADDRESS     | ddickerson@a-zequipment.com            |

|                                                                         |                                     |                          |               |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| -                                                                       | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:- | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ \_\_\_\_\_ NET 30 DAYS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |                               |                 |                               |                 |                  |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------------------------|
| 1.0 PRICING:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |                               |                 |                               |                 |                  |                            |
| HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |                               |                 |                               |                 |                  |                            |
| DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. <u>Do not</u> use the term " <i>CURRENT PRICING</i> " for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |   |                               |                 |                               |                 |                  |                            |
| MANUFACTURERS OFFERED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | - | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                   |
| New Holland Construction (NOT Agriculture)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | - | X                             | -               | -                             | -               | -10%             | FLASH drive to be provided |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | - | -                             | -               | -                             | -               | -                | if awarded bid             |

|                                                   |            |                                             |
|---------------------------------------------------|------------|---------------------------------------------|
| Labor rates may vary by vehicle and equipment     |            |                                             |
| Labor rate at Contractor's facility(ies)          | \$120/hour | Baese on New Holland Construction Equipment |
| Labor rate for field service                      | \$135/hour | Baese on New Holland Construction Equipment |
| Labor rate for field service call (if applicable) | \$135/hour | Baese on New Holland Construction Equipment |
| Labor rate afterhours/overtime                    | N/A        | \$                                          |

EFFEM CORPORATION DBA: A TO Z EQUIPMENT RENTALS

|                                                                                                                         |                                                |          |           |          |           |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------|-----------|----------|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | \$3.00                                         | per mile | OR        | \$       | flat rate |
| Business hours                                                                                                          | M-F 7:00a - 4:00p                              |          |           |          |           |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                |          |           |          |           |
|                                                                                                                         | MONDAY                                         | TUESDAY  | WEDNESDAY | THURSDAY | FRIDAY    |
| Durango Main Service Center                                                                                             | As needed                                      |          |           |          |           |
| Mesa Service Center                                                                                                     | As needed                                      |          |           |          |           |
| Dysart Service Center                                                                                                   | As needed                                      |          |           |          |           |
| Downtown Service Center                                                                                                 | As needed                                      |          |           |          |           |
| Buckeye Service Center                                                                                                  | As needed                                      |          |           |          |           |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | N/A - County language applies                  |          |           |          |           |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | 15% on special order parts                     |          |           |          |           |
| Additional services offered:                                                                                            | Equipment rental                               |          |           |          |           |
| Warranties may vary by parts manufacturers                                                                              | Covered by standard New Holland Parts Warranty |          |           |          |           |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000007080

Certificates of Insurance Required

Contract Period: To cover the period ending September 30, 2021-2022.

**REMOVED FROM THE CONTRACT EFFECTIVE 10/01/2022**

COURTESY AUTO OF MESA LLC, 6130 E AUTO PARK DRIVE, MESA, AZ 85206

|                                  |                                                      |
|----------------------------------|------------------------------------------------------|
| COMPANY NAME:                    | COURTESY AUTO OF MESA                                |
| DOING BUSINESS AS (dba):         |                                                      |
| MAILING ADDRESS:                 | 6130 E AUTO PARK DRIVE MESA AZ 85206                 |
| REMIT TO ADDRESS:                |                                                      |
| TELEPHONE NUMBER:                | 602-604-3075                                         |
| FAX NUMBER:                      | 602-604-3069                                         |
| WWW ADDRESS:                     | www.courtesychryslerdodgeramssuperstitionsprings.com |
| REPRESENTATIVE NAME:             | JACK T WALKER                                        |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-604-3075                                         |
| REPRESENTATIVE EMAIL ADDRESS     | JTWALKER@COURTESYCHEV.COM                            |

|                                                                         |                                     |                          |               |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| -                                                                       | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:- | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ \_\_\_\_\_ NET 30 DAYS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                 |                               |                 |                  |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------|
| 1.0 PRICING:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |                 |                               |                 |                  |          |
| HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                 |                               |                 |                  |          |
| DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |                               |                 |                               |                 |                  |          |
| MANUFACTURERS OFFERED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
| CHRYSLER DODGE JEEP RAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -                             | 07/01/2020      | 10.00%                        | -               | -                | -        |

|                                                   |  |          |  |    |
|---------------------------------------------------|--|----------|--|----|
| Labor rates may vary by vehicle and equipment     |  |          |  |    |
| Labor rate at Contractor's facility(ies)          |  | \$125.00 |  | \$ |
| Labor rate for field service                      |  | NA       |  | \$ |
| Labor rate for field service call (if applicable) |  | NA       |  | \$ |
| Labor rate afterhours/overtime                    |  | NA       |  | \$ |

|                                           |          |
|-------------------------------------------|----------|
| CDJR LIGHT DUTY VEHICLES UP TO 11400 GVW  | \$105.00 |
| CDJR MEDIUM DUTY VEHICLES UP TO 26000 GVW | \$105.00 |

COURTESY AUTO OF MESA LLC

|                                                                                                                         |                                          |                 |              |              |              |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------|--------------|--------------|--------------|
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | NA                                       | per mile        | OR           | NA           | flat rate    |
|                                                                                                                         |                                          |                 |              |              |              |
| Business hours                                                                                                          | 7:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                          |                 |              |              |              |
|                                                                                                                         | MONDAY                                   | TUESDAY         | WEDNESDAY    | THURSDAY     | FRIDAY       |
| Durango Main Service Center                                                                                             | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Mesa Service Center                                                                                                     | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Dysart Service Center                                                                                                   | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Downtown Service Center                                                                                                 | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Buckeye Service Center                                                                                                  | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
|                                                                                                                         |                                          |                 |              |              |              |
| Return policy if more advantageous than the County's (reference section 2.5) — SAME AS COUNTY                           |                                          |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Restocking charge, if applicable (reference section 2.5.3.) — NO RESTOCKING CHARGE                                      |                                          |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Additional services offered:                                                                                            | PICK UP AND DELIVERY SERVICE             |                 |              |              |              |
|                                                                                                                         | -                                        |                 |              |              |              |
|                                                                                                                         | -                                        |                 |              |              |              |
| Warranties may vary by parts manufacturers                                                                              | SEE ATTACHMENTS                          |                 |              |              |              |
|                                                                                                                         | -                                        |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | -                                        | SEE ATTACHMENTS |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Additional participating locations:                                                                                     | NA                                       |                 |              |              |              |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VS0000005083

Certificates of Insurance Required

Contract Period: To cover the period ending September 30, 2021-2022.

**REMOVED FROM THE CONTRACT EFFECTIVE 10/01/2022**

**COURTESY AFTERMAKER PART OF PHOENIX LLC DBA: COURTESY CARQUEST, 1233 EAST CAMELBACK ROAD, PHOENIX, AZ 85014**

|                                  |                                                                                                                                                                      |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Courtesy Aftermarket Parts                                                                                                                                           |
| DOING BUSINESS AS (dba):         | Courtesy Aftermarket Parts                                                                                                                                           |
| MAILING ADDRESS:                 | 1233 East Camelback Rd                                                                                                                                               |
| REMIT TO ADDRESS:                | 1233 East Camelback Rd                                                                                                                                               |
| TELEPHONE NUMBER:                | 602-344-3124                                                                                                                                                         |
| FAX NUMBER:                      | 602-604-3024                                                                                                                                                         |
| WWW ADDRESS:                     | www.Courtesychev.com                                                                                                                                                 |
| REPRESENTATIVE NAME:             | Wayne Schick <b>Patricia Benner</b>                                                                                                                                  |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-344-3124 <b>480/225-1546</b>                                                                                                                                     |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:wschick@courtesyautomotivegroup.com">wschick@courtesyautomotivegroup.com</a><br><a href="mailto:pbenner@autogroupaz.com">pbenner@autogroupaz.com</a> |

|                                                                        | <b>YES</b>                          | <b>NO</b>                | <b>REBATE</b> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

**NET 30 DAYS**

| <b>1.0 PRICING:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |                        |                                      |                        |                         |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|--------------------------------------|------------------------|-------------------------|-----------------|
| <b>HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |                        |                                      |                        |                         |                 |
| <b>DISCOUNT PRICING:</b> If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. <b>Do not</b> use the term " <i>CURRENT PRICING</i> " for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |                                      |                        |                                      |                        |                         |                 |
| <b>MANUFACTURERS OFFERED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PRICE FROM LIST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>PRICE FROM COST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>DISCOUNT (% OFF)</b> | <b>WEB LINK</b> |
| Moog                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -28%                    |                 |
| Chassis/Suspension                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      |                        |                                      |                        |                         |                 |
| Balwin/Carquest Filters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -60%                    |                 |
| Trico Wiper Blades                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -28%                    |                 |
| Rack&Pinion A1-Cardone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | -                                    | 07/01/2020             | Dealer Price                         | 10-Jul                 | -25%                    |                 |
| Rack&Pinion Marval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -10%                    |                 |
| Brake Components CQ Brand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |                        |                                      |                        |                         |                 |
| Beake Pads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -35%                    |                 |
| Brake Rotors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -35%                    |                 |
| Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -22%                    |                 |
| Hydraulics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -22%                    |                 |
| Driveline Carquest Brand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -                                    |                        |                                      |                        |                         |                 |
| U-Joints                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -20%                    |                 |
| Axles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -14%                    |                 |
| Coats Tire Machine                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -12%                    |                 |
| Hydraulic Jacks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | -                                    |                        |                                      |                        |                         |                 |
| EQP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      | 07/01/2020             | Dealer Price                         | 07/10/2020             | -8%                     |                 |
| OTC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | -                                    | 07/01/2020             | Dealer Price                         | 07/10/2020             | -5%                     |                 |

**COURTESY AFTERMAKER PART OF PHONEX LLC DBA: COURTESY CARQUEST**

|                  |  |            |              |            |     |  |
|------------------|--|------------|--------------|------------|-----|--|
| Welding Supplies |  | 07/01/2020 | Dealer Price | 07/10/2020 | -5% |  |
|------------------|--|------------|--------------|------------|-----|--|

|                                                                                                                         |              |              |              |              |             |
|-------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|-------------|
| Business hours                                                                                                          | 7AM To 5PM   |              |              |              |             |
|                                                                                                                         |              |              |              |              |             |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |              |              |              |              |             |
|                                                                                                                         | MONDAY       | TUESDAY      | WEDNESDAY    | THURSDAY     | FRIDAY      |
| Durango Main Service Center                                                                                             | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to5pm |
| Mesa Service Center                                                                                                     | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to5pm |
| Dysart Service Center                                                                                                   | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to5pm |
| Downtown Service Center                                                                                                 | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to5pm |
| Buckeye Service Center                                                                                                  | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to 5pm | 730am to5pm |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VS0000005125

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025**

COURTESY CHEVROLET, PO BOX 7709, PHOENIX, AZ 85014

|                                  |                           |
|----------------------------------|---------------------------|
| COMPANY NAME:                    | COURTESY CHEVROLET        |
| DOING BUSINESS AS (dba):         |                           |
| MAILING ADDRESS:                 | 1233 E CAMELBACK RD       |
| REMIT TO ADDRESS:                |                           |
| TELEPHONE NUMBER:                | 602-604-3075              |
| FAX NUMBER:                      | 602-604-3069              |
| WWW ADDRESS:                     | WWW.COURTESYCHEV.COM      |
| REPRESENTATIVE NAME:             | JACK T WALKER             |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-604-3075              |
| REPRESENTATIVE EMAIL ADDRESS     | JTWALKER@COURTESYCHEV.COM |

|                                                                         |                                     |                          |               |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| -                                                                       | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:- | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ \_\_\_\_\_ NET 30 DAYS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                 |                               |                 |                  |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------|
| 1.0 PRICING:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |                 |                               |                 |                  |          |
| HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                 |                               |                 |                  |          |
| DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |                               |                 |                               |                 |                  |          |
| MANUFACTURERS OFFERED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
| GENERAL MOTORS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -                             | 07/01/2020      | 4.50%                         | -               | -                | -        |
| ISUZU TRUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | -                             | 07/01/2020      | 10%                           | -               | -                | -        |
| GENERAL MOTORS POWERTRAIN ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | -                             | 07/01/2020      | \$100.00                      | -               | -                | -        |

|                                                                      |          |    |
|----------------------------------------------------------------------|----------|----|
| Labor rates may vary by vehicle and equipment                        |          |    |
| Labor rate at Contractor's facility(ies)                             | \$125.00 | \$ |
| Labor rate for field service                                         | NA       | \$ |
| Labor rate for field service call (if applicable)                    | NA       | \$ |
| Labor rate afterhours/overtime                                       | NA       | \$ |
| Additional labor rates for other vehicles and equipment applications |          |    |

COURTESY CHEVROLET

|                                         |          |  |
|-----------------------------------------|----------|--|
| LABOR RATES LISTED BELOW ARE AT         |          |  |
| VENDORS LOCATION                        | \$       |  |
| GM LIGHT DUTY VEHICLES UP TO 11400 GVW  | \$105.00 |  |
| GM MEDIUM DUTY VEHICLES UP TO 26000 GVW | \$105.00 |  |
| ISUZU TRUCKS                            | \$105.00 |  |

|                                                                                                                         |                                          |                 |              |              |              |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------|--------------|--------------|--------------|
| Mileage or fuel charge – (see 2.3.1.2.5.)                                                                               | NA                                       | per mile        | OR           | NA           | flat rate    |
|                                                                                                                         |                                          |                 |              |              |              |
| Business hours                                                                                                          | 7:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                          |                 |              |              |              |
|                                                                                                                         | MONDAY                                   | TUESDAY         | WEDNESDAY    | THURSDAY     | FRIDAY       |
| Durango Main Service Center                                                                                             | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Mesa Service Center                                                                                                     | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Dysart Service Center                                                                                                   | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Downtown Service Center                                                                                                 | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
| Buckeye Service Center                                                                                                  | 7:30 TO 4:00                             | 7:30 TO 4:00    | 7:30 TO 4:00 | 7:30 TO 4:00 | 7:30 TO 4:00 |
|                                                                                                                         |                                          |                 |              |              |              |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | SAME AS COUNTY                           |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | NO RESTOCKING CHARGE                     |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Additional services offered:                                                                                            | PICK UP AND DEKIVERY SERVICE             |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Warranties may vary by parts manufacturers                                                                              | SEE ATTACHMENTS                          |                 |              |              |              |
|                                                                                                                         |                                          |                 |              |              |              |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | -                                        | SEE ATTACHMENTS |              | -            |              |
| Additional participating locations:                                                                                     | NA                                       |                 |              |              |              |

NIGP CODE: 06066  
 Terms: NET 30 DAYS  
 Vendor Number: VC0000006885  
 Certificates of Insurance: Required  
 Contract Period: To cover the period ending September 30, 2021-2022.

**REMOVED FROM THE CONTRACT EFFECTIVE 10/01/2022**

**LAWSON PRODUCTS INC, PO BOX 734922, CHICAGO, IL 60673**

|                                  |                             |
|----------------------------------|-----------------------------|
| COMPANY NAME:                    | Lawson Products, Inc.       |
| DOING BUSINESS AS (dba):         | Lawson Products, Inc.       |
| MAILING ADDRESS:                 | 8770 W Bryn Mawr Ave        |
| REMIT TO ADDRESS:                | PO Box 809401               |
| TELEPHONE NUMBER:                | 8008908198                  |
| FAX NUMBER:                      | 3122671734                  |
| WWW ADDRESS:                     | www.lawsonproducts.com      |
| REPRESENTATIVE NAME:             | Lisa Castanon               |
| REPRESENTATIVE TELEPHONE NUMBER: | 800-890-8198                |
| REPRESENTATIVE EMAIL ADDRESS     | govsales@lawsonproducts.com |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

**1% 10 DAYS NET 30 DAYS**

| <b>1.0 PRICING:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |                        |                         |                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |                        |                         |                                                                                                                                                     |
| <b>DISCOUNT PRICING:</b> If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. <b>Do not</b> use the term " <i>CURRENT PRICING</i> " for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |                                      |                        |                         |                                                                                                                                                     |
| <b>MANUFACTURERS OFFERED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PRICE FROM LIST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>DISCOUNT (% OFF)</b> | <b>WEB LINK</b>                                                                                                                                     |
| Automotive (AT) - Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Lawson List Minus                    | 07/01/2020             | 75.44                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Cabinets (CA) - Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Lawson List Minus                    | 07/01/2020             | 57.95                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Chemicals (CH)- Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Lawson List Minus                    | 07/01/2020             | 61.43                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Cutting Tools (CT) - Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Lawson List Minus                    | 07/01/2020             | 50.68                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Electrical (EL) - Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Lawson List Minus                    | 07/01/2020             | 68.47                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Fluid Power (FP) - Multiple Manufacturers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Lawson List Minus                    | 07/01/2020             | 66.71                   | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |

**LAWSON PRODUCTS INC**

|                                                 |                   |            |       |                                                                                                                                                     |
|-------------------------------------------------|-------------------|------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Fasteners (FS) - Multiple Manufacturers         | Lawson List Minus | 07/01/2020 | 78.85 | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Hand Tools (HT) - Multiple Manufacturers        | Lawson List Minus | 07/01/2020 | 62.49 | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Material Handling (MH) - Multiple Manufacturers | Lawson List Minus | 07/01/2020 | 36.7  | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Safety (SF) - Multiple Manufacturers            | Lawson List Minus | 07/01/2020 | 39.77 | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Shop Supplies (SS) - Multiple Manufacturers     | Lawson List Minus | 07/01/2020 | 52.82 | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |
| Welding (WD) - Multiple Manufacturers           | Lawson List Minus | 07/01/2020 | 63.81 | <a href="http://www.lawsonproducts.com">www.lawsonproducts.com</a> / See attached Price File "Lawson Products Maricopa County Price File July 2020" |

|                                                                      |     |    |  |    |
|----------------------------------------------------------------------|-----|----|--|----|
| Labor rates may vary by vehicle and equipment                        | N/A |    |  |    |
| Labor rate at Contractor's facility(ies)                             | N/A | \$ |  | \$ |
| Labor rate for field service                                         | N/A | \$ |  | \$ |
| Labor rate for field service call (if applicable)                    | N/A | \$ |  | \$ |
| Labor rate afterhours/overtime                                       | N/A | \$ |  | \$ |
| Additional labor rates for other vehicles and equipment applications | N/A |    |  |    |

|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                          |          |           |          |           |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|----------|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                          | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                                                                                                                                                                                                                       | per mile | OR        | \$       | flat rate |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                          |          |           |          |           |
| Business hours                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6 AM - 7 PM CST                                                                                                                                                                                                                                          |          |           |          |           |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                          |          |           |          |           |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):          | Lawson Products, Inc. is not local supplier. Lawson does provide Vendor Managed Inventory. The combination of Lawson's Vendor Managed Inventory (VMI) and its problem-solving professionals ensures customers always have the right parts to handle the job eliminating the need for same day delivery or personnel to pick up product. Lawson can guarantee next day delivery in an emergency utilizing air freight service to all five locations listed below, if necessary. |                                                                                                                                                                                                                                                          |          |           |          |           |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | MONDAY                                                                                                                                                                                                                                                   | TUESDAY  | WEDNESDAY | THURSDAY | FRIDAY    |
| Durango Main Service Center<br>Mesa Service Center<br>Dysart Service Center<br>Downtown Service Center<br>Buckeye Service Center |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | To ensure that locations has the right product, at the right time, when needed, Lawson provides a dedicated Sales Rep that will visit each location listed weekly (or as determined by each customer) to check inventory, restock orders and label bins. |          |           |          |           |

**LAWSON PRODUCTS INC**

|                                                                              |  |                                                                                                                             |  |
|------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------|--|
| Return policy if more advantageous than the County's (reference section 2.5) |  |                                                                                                                             |  |
|                                                                              |  |                                                                                                                             |  |
| Restocking charge, if applicable (reference section 2.5.3.)                  |  | <u>No restocking charge applies if product is returned in the original packaging and in full standard package quantity.</u> |  |
|                                                                              |  |                                                                                                                             |  |
| Additional services offered:                                                 |  | Vendor Managed Inventory                                                                                                    |  |
|                                                                              |  | Technical & Engineering Support with Product Applications & Safety Seminars                                                 |  |
|                                                                              |  | Reporting & eProcurement options                                                                                            |  |
|                                                                              |  |                                                                                                                             |  |
| Warranties may vary by parts manufacturers                                   |  | See attached for Lawson's Warranty Policy                                                                                   |  |
|                                                                              |  |                                                                                                                             |  |
| Warranty on labor minimum 12 months (reference section 3.12)                 |  | N/A - no labor provided                                                                                                     |  |

NIGP CODE: 06066

Terms: 1% 10 DAYS NET 30 DAYS

Vendor Number: VS0000005060

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2024 2022 2024 2025.**

**FREIGHTLINER OF ARIZONA LLC, DBA: VELOCITY VEHICLE GROUP, DEPT# 880097 PHOENIX, AZ 85038**

|                                  |                                          |
|----------------------------------|------------------------------------------|
| COMPANY NAME:                    | Freighliner of Arizona, LLC              |
| DOING BUSINESS AS (dba):         | Velocity Truck Centers                   |
| MAILING ADDRESS:                 | 9899 W. Roosevelt St. Tolleson, AZ 85353 |
| REMIT TO ADDRESS:                | Dept# 880097 Phoenix, AZ 85038           |
| TELEPHONE NUMBER:                | 623-907-9900                             |
| FAX NUMBER:                      |                                          |
| WWW ADDRESS:                     | www.velocitytruckcenters.com             |
| REPRESENTATIVE NAME:             | Louie Garcia                             |
| REPRESENTATIVE TELEPHONE NUMBER: | 949-655-2373                             |
| REPRESENTATIVE EMAIL ADDRESS     | lgarcia@vvgtruck.com                     |

|                                                                        | <b><u>YES</u></b>                   | <b><u>NO</u></b>         | <b><u>REBATE</u></b> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|----------------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                      |



**NET 30 DAYS**

|                                                                      |  |                       |                     |                    |
|----------------------------------------------------------------------|--|-----------------------|---------------------|--------------------|
| Labor rates may vary by vehicle and equipment                        |  |                       |                     |                    |
|                                                                      |  |                       | <b>Eff 10/1/222</b> | <b>Eff 10/1/24</b> |
| Labor rate at Contractor's faciliy(ies)                              |  | 132.00 p/hr           | 147.00p/hr          | <b>\$175.00/hr</b> |
|                                                                      |  |                       |                     |                    |
| Labor rate for field service                                         |  | 132.00 p/hr           | 147.00p/hr          | <b>\$175.00/hr</b> |
|                                                                      |  |                       |                     |                    |
| Labor rate for field service call (if appicable)                     |  | 50.00 p/hr drive time |                     | \$                 |
|                                                                      |  |                       |                     |                    |
| Labor rate afterhours/overtime                                       |  | 198.00 p/hr           |                     | \$                 |
|                                                                      |  |                       |                     |                    |
| Additional labor rates for other vehicles and equipment applications |  |                       |                     |                    |

Mileage or fuel charge (see 2.3.1.2.5.) \$ \_\_\_\_\_ per mile OR 50.00 p/hr flat rate

Business hours M-F 7am-Midnight, Sat& Sun 6a-6p

Delivery schedule to Service Center  
provide morning or afternoon deliveries  
(reference section 2.8 for business hours):

|                             | <b>MONDAY</b> | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b> |
|-----------------------------|---------------|----------------|------------------|-----------------|---------------|
| Durango Main Service Center | 7a-10p        | 7a-10p         | 7a-10p           | 7a-10p          | 7a-10p        |
| Mesa Service Center         | 7a-10p        | 7a-10p         | 7a-10p           | 7a-10p          | 7a-10p        |
| Dysart Service Center       | 7a-10p        | 7a-10p         | 7a-10p           | 7a-10p          | 7a-10p        |
| Downtown Service Center     | 7a-10p        | 7a-10p         | 7a-10p           | 7a-10p          | 7a-10p        |
| Buckeye Service Center      | 7a-10p        | 7a-10p         | 7a-10p           | 7a-10p          | 7a-10p        |

Return policy if more advantageous than  
the County's (reference section 2.5)

**FREIGHTLINER OF ARIZONA LLC, DBA: VELOCITY VEHICLE GROUP**

|                                                              |                                                                                                                                                                                                                     |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Restocking charge, if aplicable (reference section 2.5.3.)   | <hr/>                                                                                                                                                                                                               |
| Additional services offered:                                 | <hr/> <div>A/C work, alignments, suspension, transmission work<br/>manual/auto,<br/>DOT,trailer repairs, Pm services,brakes,tire balancing,paint &amp;<br/>body,<br/>engine repairs, engine maintenance</div> <hr/> |
| Warranties may vary by parts manufacturers                   | <hr/> <hr/> <hr/>                                                                                                                                                                                                   |
| Warranty on labor minimum 12 months (reference section 3.12) | <hr/> <hr/> <hr/> <hr/>                                                                                                                                                                                             |
| Additional participating locations:                          | <hr/> <div>Velocity Truck Center<br/>1230 S Akimel Ln<br/>Chandler, Az 85226</div> <hr/>                                                                                                                            |
| ,                                                            | <hr/>                                                                                                                                                                                                               |

**[200209-Pricing Page-Freightliner of Arizona DBA Velocity.pdf](#)**

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 30 DAYS                                                          |
| Vendor Number:            | VC0000004649                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021 2022 2024 2025.</b> |

TRINITY AUTO GROUP INC., DBA: ONSITE TRUCK EQUIPMENT REPAIR, 2630 W DURANGO ST,  
PHOENIX, AZ 85009

|                                  |                                                                                                                                                                  |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Trinity Auto group Inc                                                                                                                                           |
| DOING BUSINESS AS (dba):         | Onsite Truck & Equipment Repair                                                                                                                                  |
| MAILING ADDRESS:                 | 2630 W. Durango St                                                                                                                                               |
| REMIT TO ADDRESS:                |                                                                                                                                                                  |
| TELEPHONE NUMBER:                | 6029782555                                                                                                                                                       |
| FAX NUMBER:                      |                                                                                                                                                                  |
| WWW ADDRESS:                     | www.onsitetruckaz.com                                                                                                                                            |
| REPRESENTATIVE NAME:             | Sheree Uribe                                                                                                                                                     |
| REPRESENTATIVE TELEPHONE NUMBER: | 951-2039353                                                                                                                                                      |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:onsitetruck.hu@gmail.com">onsitetruck.hu@gmail.com</a><br><a href="mailto:onsiteequipment.suribe@gmail.com">onsiteequipment.suribe@gmail.com</a> |

|                                                                         |                                     |                          |               |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| -                                                                       | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:- | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ \_\_\_\_\_ NET 30 DAYS ☒ 2% 10 DAYS NET 30 DAYS

NO PRICING:

HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manuf price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------|
| all parts             |                               | 7/20/2020       | cost plus 15%                 |                 |                  |          |
|                       |                               |                 |                               |                 |                  |          |

Labor rates may vary by vehicle and equipment

|                                                   |           |    |
|---------------------------------------------------|-----------|----|
| Labor rate at Contractor's facility(ies)          | \$ 82.50  | \$ |
| Labor rate for field service                      | \$ 92.50  | \$ |
| Labor rate for field service call (if applicable) | \$ 92.50  | \$ |
| Labor rate afterhours/overtime                    | \$ 105.28 | \$ |

Additional labor rates for other vehicles and equipment applications

TRINITY AUTO GROUP INC., DBA: ONSITE TRUCK EQUIPMENT REPAIR

|                                                                                                                         |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|---------------|----------------|------------------|-----------------|---------------|
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | \$ 1.25 per mile                                                                                                                                                | OR               | \$ flat rate    |               |                |                  |                 |               |
| Business hours                                                                                                          | 7am to 5pm Monday to Friday and after hours calls                                                                                                               |                  |                 |               |                |                  |                 |               |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): | <table border="0"> <tr> <td><u>MONDAY</u></td> <td><u>TUESDAY</u></td> <td><u>WEDNESDAY</u></td> <td><u>THURSDAY</u></td> <td><u>FRIDAY</u></td> </tr> </table> |                  |                 | <u>MONDAY</u> | <u>TUESDAY</u> | <u>WEDNESDAY</u> | <u>THURSDAY</u> | <u>FRIDAY</u> |
| <u>MONDAY</u>                                                                                                           | <u>TUESDAY</u>                                                                                                                                                  | <u>WEDNESDAY</u> | <u>THURSDAY</u> | <u>FRIDAY</u> |                |                  |                 |               |
| Durango Main Service Center                                                                                             |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Mesa Service Center                                                                                                     |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Dysart Service Center                                                                                                   |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Downtown Service Center                                                                                                 |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Buckeye Service Center                                                                                                  |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | parts must be not installed and in box not damage                                                                                                               |                  |                 |               |                |                  |                 |               |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | Restocking charge on special orders 20%                                                                                                                         |                  |                 |               |                |                  |                 |               |
| Additional services offered:                                                                                            |                                                                                                                                                                 |                  |                 |               |                |                  |                 |               |
| Warranties may vary by parts manufacturers                                                                              | warranties on labor is 1 year and parts a 1 year                                                                                                                |                  |                 |               |                |                  |                 |               |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | warranties on labor is 1 year and parts a 1 year                                                                                                                |                  |                 |               |                |                  |                 |               |

NIGP CODE: 06066

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: VS0000004958

Certificates of Insurance Required

Contract Period: To cover the period ending September 30, 2021-2022.

**REMOVED FROM THE CONTRACT EFFECTIVE 10/01/2022**

**PARTS MART INC, 6335 N 53<sup>RD</sup> AVENUE, GLENDALE, AZ 85301**

|                                  |                                                                                                                                                    |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Parts Mart, Inc                                                                                                                                    |
| DOING BUSINESS AS (dba):         |                                                                                                                                                    |
| MAILING ADDRESS:                 | 6335 N 53RD AVENUE                                                                                                                                 |
| REMIT TO ADDRESS:                |                                                                                                                                                    |
| TELEPHONE NUMBER:                | 623.842.8640                                                                                                                                       |
| FAX NUMBER:                      | 623.937.6135                                                                                                                                       |
| WWW ADDRESS:                     | partsmartaz.com                                                                                                                                    |
| REPRESENTATIVE NAME:             | DAVID HESS<br><b>Tom Duenkel Jr.</b>                                                                                                               |
| REPRESENTATIVE TELEPHONE NUMBER: | 6233406445<br><b>623-842-8750</b>                                                                                                                  |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:dhess@partsmartaz.com">dhess@partsmartaz.com</a><br><a href="mailto:tduenkeljr@sandersonford.com">tduenkeljr@sandersonford.com</a> |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

**NET 30 DAYS**

| <b>1.0 PRICING:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                 |                               |                 |                  |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|---------------------|
| <b>HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                 |                               |                 |                  |                     |
| <b>DISCOUNT PRICING:</b> If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. <b><u>Do not</u></b> use the term " <i>CURRENT PRICING</i> " for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |                               |                 |                               |                 |                  |                     |
| MANUFACTURERS OFFERED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK            |
| Motorcraft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | List minus 36.8%              | N/A             |                               | 07/01/2020      | N/A              | N/A                 |
| WIX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | List minus 83.4%              |                 |                               | 07/01/2020      | N/A              | <a href="#">N/A</a> |

|                                                   |       |       |
|---------------------------------------------------|-------|-------|
| Labor rates may vary by vehicle and equipment     |       |       |
|                                                   |       |       |
| Labor rate at Contractor's facility(ies)          | NA    | NA    |
|                                                   |       |       |
| Labor rate for field service                      | \$N/A | \$N/A |
|                                                   |       |       |
| Labor rate for field service call (if applicable) | \$    | \$    |
|                                                   |       |       |
| Labor rate afterhours/overtime                    | NA    | NA    |

**PARTS MART INC**

|                                                                                                                         |                                                                       |                 |                  |                 |                 |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------|------------------|-----------------|-----------------|
| Mileage or fuel charge<br>(see 2.3.1.2.5.)                                                                              | 0                                                                     | per mile        | OR               | 0               | flat rate       |
| Business hours                                                                                                          |                                                                       |                 |                  |                 |                 |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                       |                 |                  |                 |                 |
|                                                                                                                         | <b>MONDAY</b>                                                         | <b>TUESDAY</b>  | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b>   |
| Durango Main Service Center                                                                                             | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm  | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Mesa Service Center                                                                                                     | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm  | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Dysart Service Center                                                                                                   | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm  | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Downtown Service Center                                                                                                 | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm  | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Buckeye Service Center                                                                                                  | 7:30 am to 4 pm                                                       | 7:30 am to 4 pm | 7:30 am to 4 pm  | 7:30 am to 4 pm | 7:30 am to 4 pm |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | Returns are acceptable under County approval in resellable condition. |                 |                  |                 |                 |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | 0%                                                                    |                 |                  |                 |                 |
| Warranty on labor minimum 12 months (reference section 3.12)                                                            | Motorcraft 2 Year, Unlimited                                          |                 |                  |                 |                 |
|                                                                                                                         | WIX - 1 Year                                                          |                 |                  |                 |                 |
| Additional participating locations:                                                                                     | Parts Mart Tempe • 950 W. Hohokam Dr. Tempe, AZ                       |                 |                  |                 |                 |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000002764

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

SOUTHWEST PRODUCTS CORPORATION, 11690 N. 132ND AVE., SURPRISE, AZ 85379

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| COMPANY NAME:                    | Southwest Products Corporation             |
| DOING BUSINESS AS (dba):         | Southwest Products Corporation             |
| MAILING ADDRESS:                 | 11690 N. 132nd Ave., Surprise, AZ 85379    |
| REMIT TO ADDRESS:                | PO Box 748718 — Los Angeles, CA 90074-8718 |
| TELEPHONE NUMBER:                | 602.269.3581                               |
| FAX NUMBER:                      |                                            |
| WWW ADDRESS:                     | www.SouthwestProducts.com                  |
| REPRESENTATIVE NAME:             | Adam Gaston                                |
| REPRESENTATIVE TELEPHONE NUMBER: | 480-244-0819                               |
| REPRESENTATIVE EMAIL ADDRESS     | agaston@southwestproducts.com              |

|                                                                         |                                     |                          |               |
|-------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| -                                                                       | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:- | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

|                                     |                               |                 |                  |                                                                                                                                                     |
|-------------------------------------|-------------------------------|-----------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0 PRICING:                        |                               |                 |                  |                                                                                                                                                     |
|                                     |                               |                 |                  |                                                                                                                                                     |
|                                     |                               |                 |                  |                                                                                                                                                     |
| MANUFACTURER'S OFFER                | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (%) OFF | WEB LINK                                                                                                                                            |
| IMT CRANES                          | LIST                          | 7.13.2020       | 10%              | <a href="https://www.imt.com/products/telescopic-cranes/">https://www.imt.com/products/telescopic-cranes/</a>                                       |
| IMT AIR COMPRESSORS                 | LIST                          | 7.13.2020       | 10%              | <a href="https://www.imt.com/products/compressors/">https://www.imt.com/products/compressors/</a>                                                   |
| IMT SERVICE BODIES                  | LIST                          | 7.13.2020       | 10%              | <a href="https://www.imt.com/products/mechanics-trucks/">https://www.imt.com/products/mechanics-trucks/</a>                                         |
| PERKINS INDUSTRIAL ENGINES          | LIST                          | 7.13.2020       | 10%              | <a href="https://www.perkins.com/en_GB/products/new/perkins/industrial.html">https://www.perkins.com/en_GB/products/new/perkins/industrial.html</a> |
| VOLVO PENTA ENGINES                 | LIST                          | 7.13.2020       | 10%              | <a href="https://www.volvopenta.us/">https://www.volvopenta.us/</a>                                                                                 |
| ISUZU INDUSTRIAL ENGINES            | LIST                          | 7.13.2020       | 10%              | <a href="https://www.isuzu.co.jp/world/product/industrial/index.html">https://www.isuzu.co.jp/world/product/industrial/index.html</a>               |
| LINCOLN LUBE & REELS                | LIST                          | 7.13.2020       | 10%              | <a href="http://www.lincolnlube.com/">http://www.lincolnlube.com/</a>                                                                               |
| MANITEX CRANES                      | LIST                          | 7.13.2020       | 10%              | <a href="https://www.manitex.com">https://www.manitex.com</a>                                                                                       |
| SOUTHWEST PRODUCTS FUEL LUBE TRUCKS | LIST                          | 7.13.2020       | 10%              | <a href="https://www.southwestproducts.com/trucks/lube-trucks/">https://www.southwestproducts.com/trucks/lube-trucks/</a>                           |
| SOUTHWEST PRODUCTS MECHANICS TRUCKS | LIST                          | 7.13.2020       | 10%              | <a href="https://www.southwestproducts.com/trucks/imt-mechanics-trucks/">https://www.southwestproducts.com/trucks/imt-mechanics-trucks/</a>         |
| SOUTHWEST PRODUCTS PUMPS            | LIST                          | 7.13.2020       | 10%              | <a href="https://www.southwestproducts.com/industrial-engines/pumps/">https://www.southwestproducts.com/industrial-engines/pumps/</a>               |

SOUTHWEST PRODUCTS CORPORATION

|                                     |             |           |     |                                                                                                           |
|-------------------------------------|-------------|-----------|-----|-----------------------------------------------------------------------------------------------------------|
| SOUTHWEST<br>PRODUCTS<br>GENERATORS | <u>LIST</u> | 7.13.2020 | 10% | <a href="https://www.southwestproducts.com/generators/">https://www.southwestproducts.com/generators/</a> |
| CORNELL<br>PUMPS                    | <u>LIST</u> | 7.13.2020 | 10% | <a href="https://cornellpump.com/">https://cornellpump.com/</a>                                           |
| MECC ALTE                           | <u>LIST</u> | 7.13.2020 | 10% | <a href="https://www.meccalte.com/">https://www.meccalte.com/</a>                                         |

|                                                   |          |  |    |
|---------------------------------------------------|----------|--|----|
| Labor rates may vary by vehicle and equipment     |          |  |    |
|                                                   |          |  |    |
| Labor rate at Contractor's facility(ies)          | \$105.00 |  | \$ |
|                                                   |          |  |    |
| Labor rate for field service                      | \$115.00 |  | \$ |
|                                                   |          |  |    |
| Labor rate for field service call (if applicable) | \$       |  | \$ |
|                                                   |          |  |    |
| Labor rate afterhours/overtime                    | \$145.00 |  | \$ |

|                                                                                                                         |            |            |            |            |            |
|-------------------------------------------------------------------------------------------------------------------------|------------|------------|------------|------------|------------|
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | \$ — 0.95  | per mile   | OR         | \$         | flat rate  |
|                                                                                                                         |            |            |            |            |            |
|                                                                                                                         |            |            |            |            |            |
| Business hours                                                                                                          | 7AM – 5 PM |            |            |            |            |
|                                                                                                                         |            |            |            |            |            |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |            |            |            |            |            |
|                                                                                                                         | MONDAY     | TUESDAY    | WEDNESDAY  | THURSDAY   | FRIDAY     |
| Durango Main Service Center                                                                                             | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM |
| Mesa Service Center                                                                                                     | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM |
| Dysart Service Center                                                                                                   | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM |
| Downtown Service Center                                                                                                 | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM |
| Buckeye Service Center                                                                                                  | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM | 7AM – 5 PM |

|                                                             |                                                                        |
|-------------------------------------------------------------|------------------------------------------------------------------------|
| Restocking charge, if applicable (reference section 2.5.3.) | <u>15 percent</u>                                                      |
|                                                             |                                                                        |
| Additional services offered:                                | CAPABILITIES AND SERVICES                                              |
|                                                             | SERVICE VEHICLES:                                                      |
|                                                             | Hydraulic system repair                                                |
|                                                             | Compressor repair                                                      |
|                                                             | PTO repair/replacement                                                 |
|                                                             | Service truck crane annual inspections, repairs and certification      |
|                                                             | Material and knuckle boom crane inspections, repairs and certification |
|                                                             | Vacuum pump repair                                                     |
|                                                             | Service bed refurbishments and re-mounts (all makes)                   |
|                                                             | IMT repairs and technical support                                      |
|                                                             | Gate valve replacement                                                 |
|                                                             | -                                                                      |

SOUTHWEST PRODUCTS CORPORATION

|                                                              |                                                                                                                                                                                                             |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              | INDUSTRIAL EQUIPMENT:                                                                                                                                                                                       |
|                                                              | Auxilliary drive repair and service                                                                                                                                                                         |
|                                                              | Engine repowers                                                                                                                                                                                             |
|                                                              | Engine reman/rebuild service                                                                                                                                                                                |
|                                                              | Injection system service                                                                                                                                                                                    |
|                                                              | Authorized Volvo Penta, Perkins and Isuzu repair center                                                                                                                                                     |
|                                                              | Lincoln and Miller welder service and repair                                                                                                                                                                |
|                                                              | Pressure washer repair                                                                                                                                                                                      |
|                                                              | Air Compressor repair                                                                                                                                                                                       |
|                                                              | Generators and Pumps:                                                                                                                                                                                       |
|                                                              | Warranty repair/service                                                                                                                                                                                     |
|                                                              | Experience with Volvo Penta, Perkins, Isuzu, Isuzu, and more                                                                                                                                                |
|                                                              | Reman and rebuild services                                                                                                                                                                                  |
|                                                              | Load bank testing                                                                                                                                                                                           |
|                                                              | Injection system service                                                                                                                                                                                    |
|                                                              | Preventative maintenance contracts                                                                                                                                                                          |
|                                                              | Alternative fuel/dual fuel system repair                                                                                                                                                                    |
| Warranties may vary by parts manufacturers                   |                                                                                                                                                                                                             |
|                                                              | <a href="https://www.imt.com/warranty-information/">https://www.imt.com/warranty-information/</a>                                                                                                           |
|                                                              | <a href="https://www.perkins.com/en_GB/aftermarket/warranty.html">https://www.perkins.com/en_GB/aftermarket/warranty.html</a>                                                                               |
|                                                              | <a href="https://www.volvopenta.com/industrialpowergeneration/en-en/parts-service/service/warranty.html">https://www.volvopenta.com/industrialpowergeneration/en-en/parts-service/service/warranty.html</a> |
|                                                              | <a href="https://www.isuzuengines.com/#!/service">https://www.isuzuengines.com/#!/service</a>                                                                                                               |
|                                                              | <a href="http://www.lincolnlube.com/aboutlincoln.aspx">http://www.lincolnlube.com/aboutlincoln.aspx</a>                                                                                                     |
|                                                              | <a href="https://www.manitex.com/extended_warranty.aspx">https://www.manitex.com/extended_warranty.aspx</a>                                                                                                 |
|                                                              | Attachment: SWP Standard Warranty Policy                                                                                                                                                                    |
|                                                              | <a href="https://my.cornellappliances.com/register-warranty/">https://my.cornellappliances.com/register-warranty/</a>                                                                                       |
|                                                              | <a href="http://support.meccalte.com/warranty-7">http://support.meccalte.com/warranty-7</a>                                                                                                                 |
| Warranty on labor minimum 12 months (reference section 3.12) | See attachment: SWP Standard Warranty Policy                                                                                                                                                                |
| Additional participating locations:                          | -                                                                                                                                                                                                           |
|                                                              | Arizona 11690 N. 132nd Ave. Surprise, AZ 85379<br>623.544.4927                                                                                                                                              |
|                                                              | Southern California, 2875 Cherry Ave. Signal Hill, CA 90755<br>Phone 562.424.0913                                                                                                                           |
|                                                              | Northern California, 85 Enterprise Court, Suite B. Galt, CA 95632<br>Phone 209.745.6000                                                                                                                     |
|                                                              | Texas, 16536 Air Center Blvd. Houston, TX 77032 Phone:<br>832.957.6400                                                                                                                                      |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VS0000002628

Certificates of Insurance Required

Contract Period: To cover the period ending September 30, 2021-2022.

**REMOVED FROM THE CONTRACT EFFECTIVE 10/01/2022**

**UNITED TRUCK EQUIPMENT INC, 2045 W BUCKEYE RD, PHOENIX, AZ 85009**

|                                  |                                           |
|----------------------------------|-------------------------------------------|
| COMPANY NAME:                    | United Truck and Equipment, Inc.          |
| DOING BUSINESS AS (dba):         | United Truck and Equipment, Inc.          |
| MAILING ADDRESS:                 | 2045 West Buckeye Road, Phoenix, AZ 85009 |
| REMIT TO ADDRESS:                | 2045 West Buckeye Road, Phoenix, AZ 85009 |
| TELEPHONE NUMBER:                | (602) 253-7739                            |
| FAX NUMBER:                      | (602) 258-6312                            |
| WWW ADDRESS:                     | www.watertrucks.com                       |
| REPRESENTATIVE NAME:             | Nathan Trauscht                           |
| REPRESENTATIVE TELEPHONE NUMBER: | (602) 253-7739 ext: 39                    |
| REPRESENTATIVE EMAIL ADDRESS     | nathan@watertrucks.com                    |

|                                                                        | <b>YES</b>                          | <b>NO</b>                | <b>REBATE</b> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

**NET 30 DAYS**

| <b>1.0 PRICING:</b>                  |                                      |                        |                                                              |
|--------------------------------------|--------------------------------------|------------------------|--------------------------------------------------------------|
| <b>MANUFACTURERS OFFERED</b>         | <b>PRICE FROM LIST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>WEB LINK</b>                                              |
| WATER TRUCK PARTS                    |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| UNITED TRUCK & EQUIPMENT/UNITEDBUILT |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| WATER TRUCK TANK BODIES              | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| WATER TRAILER BODIES                 | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| WATER TRUCK/TANK SYSTEMS             | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| BERKELEY PUMPS                       |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| ELKHART                              | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| NETAFIM/DOROT                        |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| CLA-VAL                              | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| BERTOLINI                            |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| GRUVLOK                              | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| NIBCO                                |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| MILWAUKEE                            | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| BI-TORQ                              |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| PERMCO                               | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| FORCE AMERICA                        |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| CHELSEA PARKER                       | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| SEALCO                               |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| FABCO                                | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| COX REELS                            |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| AMERICAN REELING                     |                                      | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| DIXON                                | -                                    | 07/14/2020             | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |

**UNITED TRUCK EQUIPMENT INC**

|                              |   |            |                                                              |
|------------------------------|---|------------|--------------------------------------------------------------|
| FRANKLIN PUMPS               |   | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| PETERSON<br>MANUFACTURING    | - | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| WHELEN                       | - | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| ECCO                         | - | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| NEWTON KWIK DUMP<br>VALVES   |   | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |
| CAMOZZI AIR LINE<br>FITTINGS | - | 07/14/2020 | <a href="http://WWW.WATERTRUCKS.COM">WWW.WATERTRUCKS.COM</a> |

|                                          |  |           |  |    |
|------------------------------------------|--|-----------|--|----|
| Labor rate at Contractor's facility(ies) |  | \$ 115.00 |  | \$ |
|------------------------------------------|--|-----------|--|----|

|                                                                                                                         |                                                                    |               |               |               |               |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------|---------------|---------------|---------------|
| Business hours                                                                                                          | 7:00AM-4:30PM                                                      |               |               |               |               |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                                    |               |               |               |               |
|                                                                                                                         | MONDAY                                                             | TUESDAY       | WEDNESDAY     | THURSDAY      | FRIDAY        |
| Durango Main Service Center                                                                                             | 7:00AM-1:30PM                                                      | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM |
| Mesa Service Center                                                                                                     | 7:00AM-1:30PM                                                      | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM |
| Dysart Service Center                                                                                                   | 7:00AM-1:30PM                                                      | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM |
| Downtown Service Center                                                                                                 | 7:00AM-1:30PM                                                      | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM |
| Buckeye Service Center                                                                                                  | 7:00AM-1:30PM                                                      | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM | 7:00AM-1:30PM |
| Return policy if more advantageous than the County's (reference section 2.5)                                            |                                                                    |               |               |               |               |
| Restocking charge, if aplicable (reference section 2.5.3.)                                                              |                                                                    |               |               |               |               |
| Additional services offered:                                                                                            | Water truck/tank/trailer system repairs                            |               |               |               |               |
|                                                                                                                         | Water truck pump repairs                                           |               |               |               |               |
|                                                                                                                         |                                                                    |               |               |               |               |
| Warranties may vary by parts manufacturers                                                                              | Warranties vary by manufacturer. Manufacturer warranty information |               |               |               |               |
|                                                                                                                         | available upon request.                                            |               |               |               |               |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000007247

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**THE W W WILLIAMS COMPANY LLC, 2602 S 19<sup>TH</sup> AVENUE, PHOENIX, AZ 85009**  
**5025 BRADENTON AVENUE SUITE 130, DUBLIN, OH 43017.**

|                                  |                                                                                                                                              |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | The W.W.Williams Company LLC.                                                                                                                |
| DOING BUSINESS AS (dba):         | The W.W.Williams Company LLC.                                                                                                                |
| MAILING ADDRESS:                 | 2602 S. 19TH AVE                                                                                                                             |
| REMIT TO ADDRESS:                |                                                                                                                                              |
| TELEPHONE NUMBER:                | 6022570561                                                                                                                                   |
| FAX NUMBER:                      | 6022570910                                                                                                                                   |
| WWW ADDRESS:                     | wwwwilliams.com                                                                                                                              |
| REPRESENTATIVE NAME:             | Randy Synstad Robb Baker                                                                                                                     |
| REPRESENTATIVE TELEPHONE NUMBER: | 6025383846 602-257-0561                                                                                                                      |
| REPRESENTATIVE EMAIL ADDRESS:    | <a href="mailto:rsynstad@wwwwilliams.com">rsynstad@wwwwilliams.com</a><br><a href="mailto:rbaker@wwwwilliams.com">rbaker@wwwwilliams.com</a> |

|                                                                        | YES                                 | NO                                  | REBATE |
|------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | No     |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |        |



NET 30 DAYS

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED                        | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                                     |
|----------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|------------------------------------------------------------------------------|
| MCI TRANSPORT BUS                            |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.mcicoach.com">www.mcicoach.com</a>                       |
| JOHN DEERE YELLOW                            |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.deere.com">www.deere.com</a>                             |
| THOMAS BUSES                                 |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.thomasbuiltbuses.com">www.thomasbuiltbuses.com</a>       |
| FREIGHTLINER                                 |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.freightliner.com">www.freightliner.com</a>               |
| HUNTER TIRE MACHINES                         |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.hunter.com">www.hunter.com</a>                           |
| RV PARTS                                     |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.rvpartscountry.com">www.rvpartscountry.com</a>           |
| CHASSIS/SUSPENSIONS                          |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| AUTOMOTIVE FLEET FASTENERS                   |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| CARRIER A/C                                  |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.carrier.com">www.carrier.com</a>                         |
| DONALDSON FILTER                             | LIST - 50%                    |                 |                               | Time of Order   |                  | <a href="http://www.donaldson.com">www.donaldson.com</a>                     |
| BRAKE COMPONENTS                             |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| WINDSHIELD WIPERS                            |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| PRESSURE WASHERS                             |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| COATS-TIRE MACHINES                          |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.coatsgarage.com">www.coatsgarage.com</a>                 |
| HYDRAULIC JACKS                              |                               |                 | COST + 20%                    | Time of Order   |                  | call for information                                                         |
| DETROIT DIESEL                               |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.demanddetroit.com">www.demanddetroit.com</a>             |
| ALLISON TRANSMISSION                         |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.allisontransmission.com">www.allisontransmission.com</a> |
| RED DOT A/C                                  |                               |                 | COST + 20%                    | Time of Order   |                  | <a href="http://www.reddotcorp.com">www.reddotcorp.com</a>                   |
| *Note* W.W.Williams Pricing is Not Published |                               |                 |                               |                 |                  |                                                                              |

~~Labor rates may vary by vehicle and equipment~~

|                                                   |    |          |
|---------------------------------------------------|----|----------|
| Labor rate at Contractor's facility (per)         | \$ | \$115.00 |
| Labor rate for field service                      | \$ | \$130.00 |
| Labor rate for field service call (if applicable) | \$ | \$130.00 |
| Labor rate after hours/overtime                   | \$ | \$165.00 |

THE W W WILLIAMS COMPANY LLC

|                                                   |          |             |
|---------------------------------------------------|----------|-------------|
| Labor rates may vary by vehicle and equipment     |          | Eff 10/1/24 |
| Labor rate at Contractor's Facility(ies)          | \$115.00 | \$130.00    |
| Labor rate for field service                      | \$130.00 | \$145.00    |
| Labor rate for field service call (if applicable) | \$130.00 | \$150.00    |
| Labor rate after hours/overtime                   | \$165.00 | \$180.00    |

Mileage or fuel charge (see 2.3.1.2.5.) \$1.50 per mile OR \$ \_\_\_\_\_ flat rate

Business hours M-F 6:00am -10:30pm / Sat 6:00am - 2:30pm

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

|                             | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|-----------------------------|--------|---------|-----------|----------|--------|
| Durango Main Service Center | YES    | YES     | YES       | YES      | YES    |
| Mesa Service Center         | YES    | YES     | YES       | YES      | YES    |
| Dysart Service Center       | YES    | YES     | YES       | YES      | YES    |
| Downtown Service Center     | YES    | YES     | YES       | YES      | YES    |
| Buckeye Service Center      | YES    | YES     | YES       | YES      | YES    |

Return policy if more advantageous than the County's (reference section 2.5) \_\_\_\_\_

Restocking charge, if aplicable (reference section 2.5.3.) 15% restock fee on special order/non stocking parts

Additional services offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warranties may vary by parts manufacturers Parts warranty will reflect manufacturers warnty  
\_\_\_\_\_  
\_\_\_\_\_

Warranty on labor minimum 12 months (reference section 3.12) 1 year warranty on labor provided by W.W.Williams  
\_\_\_\_\_

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000008514

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ALTERNATIVE HOSE, LLC, 20 NORTH 48<sup>TH</sup> AVENUE, PHOENIX, AZ 85043**

|                                  |                                      |
|----------------------------------|--------------------------------------|
| COMPANY NAME:                    | Alternative Hose, LLC                |
| DOING BUSINESS AS (dba):         |                                      |
| MAILING ADDRESS:                 | 20 North 48th Ave, Phoenix, AZ 85043 |
| REMIT TO ADDRESS:                |                                      |
| TELEPHONE NUMBER:                | 602-269-6900                         |
| FAX NUMBER:                      |                                      |
| WWW ADDRESS:                     |                                      |
| REPRESENTATIVE NAME:             | Bryan Lopez                          |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-292-0823                         |
| REPRESENTATIVE EMAIL ADDRESS     | bryan@althose.com                    |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>No</b>     |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ **NET 30 DAYS**

|                                                   |          |  |    |
|---------------------------------------------------|----------|--|----|
| Labor rates may vary by vehicle and equipment     |          |  |    |
| Labor rate at Contractor's facility(ies)          | \$85.00  |  | \$ |
| Labor rate for field service                      | \$85.00  |  | \$ |
| Labor rate for field service call (if applicable) | \$85.00  |  | \$ |
| Labor rate afterhours/overtime                    | \$110.00 |  | \$ |

|                                                                                                                         |               |                |                  |                 |               |
|-------------------------------------------------------------------------------------------------------------------------|---------------|----------------|------------------|-----------------|---------------|
| Business hours                                                                                                          | 7am to 5pm    |                |                  |                 |               |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |               |                |                  |                 |               |
|                                                                                                                         | <b>MONDAY</b> | <b>TUESDAY</b> | <b>WEDNESDAY</b> | <b>THURSDAY</b> | <b>FRIDAY</b> |
| Durango Main Service Center                                                                                             | Morning       | Morning        | Morning          | Morning         | Morning       |
| Mesa Service Center                                                                                                     | Morning       | Morning        | Morning          | Morning         | Morning       |
| Dysart Service Center                                                                                                   | Afternoon     | Afternoon      | Afternoon        | Afternoon       | Afternoon     |
| Downtown Service Center                                                                                                 | Morning       | Morning        | Morning          | Morning         | Morning       |
| Buckeye Service Center                                                                                                  | Afternoon     | Afternoon      | Afternoon        | Afternoon       | Afternoon     |

**ALTERNATIVE HOSE**

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| NIGP CODE:                | 06066                                                                |
| Terms:                    | NET 30 DAYS                                                          |
| Vendor Number:            | VS0000004698                                                         |
| Certificates of Insurance | Required                                                             |
| Contract Period:          | To cover the period ending <b>September 30, 2021 2022 2024 2025.</b> |

**ADDED EFFECTIVE 01/07/21**

**ARIZONA TRUCK PROS, 5511 51<sup>ST</sup> AVENUE SUITE 100, GLENDALE, AZ 85301**

|                                  |                            |
|----------------------------------|----------------------------|
| COMPANY NAME:                    | Hypercustoms Inc.          |
| DOING BUSINESS AS (dba):         | Arizona Truck Pros         |
| MAILING ADDRESS:                 | 5511 n. 51st ave suite 110 |
| REMIT TO ADDRESS:                | Glendale Az. 85301         |
| TELEPHONE NUMBER:                | 6234350245                 |
| FAX NUMBER:                      | 6234350246                 |
| WWW ADDRESS:                     |                            |
| REPRESENTATIVE NAME:             | Joel Delisle               |
| REPRESENTATIVE TELEPHONE NUMBER: | 6234350245                 |
| REPRESENTATIVE EMAIL ADDRESS     | aztruckpros@aol.com        |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | No            |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ 2% 10 DAYS NET 30 DAYS

SUBMITTING  
RESPONDENT'S  
NAME:

Joel Delisle G.M.

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                             |
|-----------------------|-------------------------------|-----------------|------------------|----------------------------------------------------------------------|
| Buyers                | LIST -10                      | 07/06/2020      | -10              | buyersproducts.com                                                   |
| Diamondback           | MSRP - 5                      | 08/20/2019      | -5               | <a href="mailto:dealers@diamondback.com">dealers@diamondback.com</a> |
| Ecco                  | JOBBER - 25                   | 02/20/2020      | -25              | eccosafetygroup.com                                                  |
| Go industries         | JOBBER- 10                    | 01/15/2020      | -10              | goindustries.com                                                     |
| JAMAR                 | LIST + 10                     | 07/01/2020      | Plus10           | jamartech.com                                                        |

**ARIZONA TRUCK PROS**

|                           |            |            |        |                      |
|---------------------------|------------|------------|--------|----------------------|
| RACK-IT                   | DEALER +40 | 07/15/2018 | Plus40 | rackitinc.com        |
| Ranch hand                | MSRP -15   | 06/09/2020 | -15    | ranchhand.com        |
| Readylift                 | LIST -20   | 10/13/2017 | -20    | readylift.com        |
| Sound off Signal          | LIST-25    | 07/01/2019 | -25    | soundoffsignal.com   |
| Tomar                     | LIST - 20  | 03/01/2019 | -20    | tomar.com            |
| Truck cover usa           | MSRP-18    | Apr-20     | -18    | truckcoversusa.com   |
| Unity                     | JOBBER +10 | 2018       | Plus10 | unityusa.com         |
| Warn                      | MSRP -20   | 08/01/2020 | -20    | warnindustries.com   |
| Weatherguard              | Trade -20  | 2020       | -20    | weatherguard.com     |
| Westin                    | LIST -20   | 06/23/2020 | -20    | westinautomotive.com |
| Xtreme spray on bedliners | LIST -10   | 2020       | -10    | xtremeliners.com     |
| Century                   | Dealer+35  | 01/17/2020 | Plus35 | Centurycaps.com      |
| Federal Signal            | LIST - 25  | 01/13/2019 | -25    | fedsig.com           |
| Whelen                    | List -20   | 01/01/2024 | -20    | Whelen.com           |

| Labor rates may vary by vehicle and equipment                        |                  | Effective 09-01-24 | Effective 10/1/22 | Eff 10/1/24     |
|----------------------------------------------------------------------|------------------|--------------------|-------------------|-----------------|
| Labor rate at Contractor's facility(ies)                             | \$55.00/per hr   | \$65.00/per hr     | \$75.00           | <b>\$95.00</b>  |
| Labor rate for field service                                         | \$55.00 / per hr | \$65.00/per hr     | \$75.00           | <b>\$95.00</b>  |
| Labor rate for field service call (if applicable)                    | \$55.00 / per hr | \$65.00/per hr     | \$75.00           | <b>\$95.00</b>  |
| Labor rate afterhours/overtime                                       | \$75.00 / per hr |                    | \$85.00           | <b>\$105.00</b> |
| Additional labor rates for other vehicles and equipment applications |                  |                    |                   |                 |
| welding and fabrication                                              | \$75.00/ per hr  |                    | \$85.00           | <b>\$105.00</b> |

|                                         |  |                                                           |          |           |
|-----------------------------------------|--|-----------------------------------------------------------|----------|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.) |  | none                                                      | per mile | flat rate |
|                                         |  |                                                           |          |           |
| Business hours                          |  | 8:am to 5:pm Monday thru Friday, Sat. by appointment only |          |           |

|                                                                                                                         |               |                |               |
|-------------------------------------------------------------------------------------------------------------------------|---------------|----------------|---------------|
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |               |                |               |
|                                                                                                                         | <b>MONDAY</b> | <b>TUESDAY</b> | <b>FRIDAY</b> |
| Durango Main Service Center                                                                                             | Morning       | Same           | Same          |
| Mesa Service Center                                                                                                     | Afternoon     | Same           | Same          |
| Dysart Service Center                                                                                                   | Morning       | Same           | Same          |
| Downtown Service Center                                                                                                 | Morning       | Same           | Same          |
| Buckeye Service Center                                                                                                  | Morning       | Same           | Same          |

**ARIZONA TRUCK PROS**

|                                                                              |                                                                                |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Return policy if more advantageous than the County's (reference section 2.5) | 90 days                                                                        |
|                                                                              |                                                                                |
| Restocking charge, if aplicable (reference section 2.5.3.)                   | <u>Manufactures individually stated restocking fees if ordered incorrectly</u> |
|                                                                              |                                                                                |
| Additional services offered:                                                 | Custom Fabrication                                                             |
|                                                                              |                                                                                |
| Warranties may vary by parts manufacturers                                   | Manufacturers individually stated Warranties                                   |
|                                                                              |                                                                                |
| Warranty on labor minimum 12 months (reference section 3.12)                 | 60 months                                                                      |

NIGP CODE: 06066

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: VC0000004844

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

**MASTER MACHINERY LLC, 108 E VICTORY ST, PHOENIX, AZ 85040**

|                                  |                                     |
|----------------------------------|-------------------------------------|
| COMPANY NAME:                    | Master Machinery LLC                |
| DOING BUSINESS AS (dba):         | Master Machinery LLC                |
| MAILING ADDRESS:                 | 108 E. Victory St. Phoenix Az 85040 |
| REMIT TO ADDRESS:                | 108 E. Victory St. Phoenix Az 85040 |
| TELEPHONE NUMBER:                | (480)966-1722                       |
| FAX NUMBER:                      | N/A                                 |
| WWW ADDRESS:                     | N/A                                 |
| REPRESENTATIVE NAME:             | Bassam Abada                        |
| REPRESENTATIVE TELEPHONE NUMBER: | (480)966-1722                       |
| REPRESENTATIVE EMAIL ADDRESS     | mastermachinary@yahoo.com           |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | No            |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ NET 30 DAYS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                      |                        |                                      |                        |                         |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|------------------------|--------------------------------------|------------------------|-------------------------|-----------------|
| <b>1.0 PRICING:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                      |                        |                                      |                        |                         |                 |
| <b>HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                      |                        |                                      |                        |                         |                 |
| <b>DISCOUNT PRICING:</b> If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. <b>Do not</b> use the term " <i>CURRENT PRICING</i> " for the information required below. Spaces are provided to include other manufacturers or product lines not listed. |  |                                      |                        |                                      |                        |                         |                 |
| <b>MANUFACTURERS OFFERED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <b>PRICE FROM LIST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>PRICE FROM COST PLUS OR MINUS</b> | <b>DATE OF PRICING</b> | <b>DISCOUNT (% OFF)</b> | <b>WEB LINK</b> |
| Machineing services for fixed hourly rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | \$100                                | 11/09/2020             |                                      |                        |                         |                 |

|                                                   |       |    |    |
|---------------------------------------------------|-------|----|----|
| Labor rates may vary by vehicle and equipment     | \$100 | HR | 5% |
| Labor rate at Contractor's facility(ies)          | \$100 | HR | 5% |
| Labor rate for field service                      | \$100 | HR | 5% |
| Labor rate for field service call (if applicable) | \$100 | HR | 5% |
| Labor rate afterhours/overtime                    | \$150 | HR | 5% |

|                                         |                 |          |    |     |           |
|-----------------------------------------|-----------------|----------|----|-----|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.) | \$              | per mile | OR | \$0 | flat rate |
| Business hours                          | 8:00 AM- 5:00PM |          |    |     |           |

**MASTER MACHINERY LLC**

|                                                                                                                         |                  |                  |                  |                  |                  |
|-------------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                  |                  |                  |                  |                  |
|                                                                                                                         | <b>MONDAY</b>    | <b>TUESDAY</b>   | <b>WEDNESDAY</b> | <b>THURSDAY</b>  | <b>FRIDAY</b>    |
| Durango Main Service Center                                                                                             | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00Pm  | 8:00Am - 5:00 Pm |
| Mesa Service Center                                                                                                     | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00Pm  | 8:00Am - 5:00 Pm |
| Dysart Service Center                                                                                                   | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm |
| Downtown Service Center                                                                                                 | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm |
| Buckeye Service Center                                                                                                  | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm | 8:00Am - 5:00 Pm |

|                                                             |                                                      |  |  |  |
|-------------------------------------------------------------|------------------------------------------------------|--|--|--|
| Restocking charge, if applicable (reference section 2.5.3.) | N/A                                                  |  |  |  |
|                                                             |                                                      |  |  |  |
| Additional services offered:                                | Machinist, line board, and hydraulic cylinder repair |  |  |  |

|                                                              |     |
|--------------------------------------------------------------|-----|
| Warranty on labor minimum 12 months (reference section 3.12) | Yes |
|--------------------------------------------------------------|-----|

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VS0000005422

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

**NORWOOD EQUIPMENT LLC, 511 E MOHAVE ST, PHOENIX, AZ 85004**

|                                  |                                                                                                         |
|----------------------------------|---------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | Norwood Equipment                                                                                       |
| DOING BUSINESS AS (dba):         | Norwood Equipment LLC                                                                                   |
| MAILING ADDRESS:                 | 511 E Mohave                                                                                            |
| REMIT TO ADDRESS:                | 511 E Mohave                                                                                            |
| TELEPHONE NUMBER:                | 602-254-0644                                                                                            |
| FAX NUMBER:                      | 602-253-4100                                                                                            |
| WWW ADDRESS:                     | Norwoodequipment.com                                                                                    |
| REPRESENTATIVE NAME:             | Bill Bergman Tina Light Stan Young                                                                      |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-301-3866 <b>602-254-0644</b><br><b>602-417-2285</b>                                                 |
| REPRESENTATIVE EMAIL ADDRESS     | bill.bergman@norwoodequipment.com<br>tina.light@norwoodequipment.com<br>stan.young@norwoodequipment.com |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | No            |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ NET 30 DAYS

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                       |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|----------------------------------------------------------------|
| Elgin                 | List                          | 11/10/2020      |                               | 09/01/2020      | 10%              | <a href="http://www.elginsweeper.com">www.elginsweeper.com</a> |
| Vactor                | List                          | 11/10/2020      |                               | 09/01/2020      | 10%              | <a href="http://www.vactor.com">www.vactor.com</a>             |
| Force America         | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Buyers Supply         | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Chelsea               | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Etnyre                | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Telma Retarder        | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Leach                 | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Pull Tarps            | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Roll Rite             | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Aero                  | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Athey                 | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |
| Monroe                | List                          | 11/10/2020      |                               | 09/01/2020      | 0                |                                                                |

**NORWOOD EQUIPMENT LLC**

|                                                      |      |            |  |            |   |  |
|------------------------------------------------------|------|------------|--|------------|---|--|
| Pioneer                                              | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Bearing Belt & Chain                                 | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Wittke                                               | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Stellar                                              | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Crysteel                                             | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Alt. Hose                                            | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Williamson                                           | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| O'Brian Tarps                                        | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| F S Depot                                            | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Federal signal                                       | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Cat Pumps                                            | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Muncie                                               | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Maxle                                                | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Silent drive                                         | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Truck lite                                           | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Mid- West -Lube auto lube systems                    | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Thorson                                              | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Velvac                                               | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| GOTO Parts                                           | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Sewer cleaning Nozzles                               | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Advanced horse power nozzles                         | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| KEG                                                  | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Warthog                                              | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Mud -Flaps & Brackets                                | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Hendrickson Suspension                               | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Watson Chalin Suspension                             | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Beau Roc Dump body's and parts                       | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Swap loader                                          | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Galbreath                                            | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| Dura Class Body's                                    | List | 11/10/2020 |  | 09/01/2020 | 0 |  |
| FS Solutions, all makes sewer cleaning parts service | List | 11/10/2020 |  | 09/01/2020 | 0 |  |

|                                                   |                 |                 |
|---------------------------------------------------|-----------------|-----------------|
| Labor rates may vary by vehicle and equipment     |                 |                 |
|                                                   |                 |                 |
| Labor rate at Contractor's facility(ies)          | \$99.00         | \$99.00         |
| <b>Pricing effective 2-1-2022</b>                 | <b>\$129.00</b> | <b>\$129.00</b> |
|                                                   |                 |                 |
| Labor rate for field service                      | \$145.00        | \$145.00        |
|                                                   |                 |                 |
| Labor rate for field service call (if applicable) | \$145.00        | \$145.00        |



**NORWOOD EQUIPMENT LLC**

|                                                                      |          |          |
|----------------------------------------------------------------------|----------|----------|
| Labor rate afterhours/overtime                                       | \$198.00 | \$198.00 |
| Additional labor rates for other vehicles and equipment applications |          |          |

|                                                              |                   |
|--------------------------------------------------------------|-------------------|
| Welding & Fab \$145.00 puls material, comsumable, wire, gas. | Per Hour \$149.00 |
| Wet Kit Install Labor Plus parts                             | Per-Hour \$149.00 |
| Dump Body , Bed repair, wreck damage on body                 | \$99.00           |

|                                         |                                   |          |    |    |           |
|-----------------------------------------|-----------------------------------|----------|----|----|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.) | \$1.25                            | per mile | OR | \$ | flat rate |
|                                         |                                   |          |    |    |           |
| Business hours                          | Monday- Friday 7:00 AM to 4:30 PM |          |    |    |           |

|                                                                              |                                                                                                       |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Return policy if more advantageous than the County's (reference section 2.5) | Stock order parts return . 90days with orginal purchass<br>receipt, new condision, unopened packaging |
| Restocking charge, if aplicable (reference section 2.5.3.)                   | Specials order no return . No return electronic parts                                                 |
| Additional services offered:                                                 | Welding and faburcation<br>Truck Wet Kit install<br>Truck body/ bed repair , Body / bed wreck repair. |
| Warranties may vary by parts manufacturers                                   | Elgin Sweeper Company parts Warranty 6 month<br>Vactor 6 month Parts Warranty                         |
| Warranty on labor minimum 12 months<br>(reference section 3.12)              | 1 Year                                                                                                |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000007450

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

**RDO EQUIPMENT CO., 2649 N 29<sup>TH</sup> AVENUE, PHOENIX, AZ 85009**

|                                  |                                                                                                                                                |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | RDO Equipment Co.                                                                                                                              |
| DOING BUSINESS AS (dba):         |                                                                                                                                                |
| MAILING ADDRESS:                 | 1400 S Maricopa Rd, Chandler, AZ 85226                                                                                                         |
| REMIT TO ADDRESS:                | 1400 S Maricopa Rd, Chandler, AZ 85226                                                                                                         |
| TELEPHONE NUMBER:                | 602-845-1800                                                                                                                                   |
| FAX NUMBER:                      | 520-796-2182                                                                                                                                   |
| WWW ADDRESS:                     | http://www.rdoequipment.com                                                                                                                    |
| REPRESENTATIVE NAME:             | Matt Freeman <b>Ken Sisk</b>                                                                                                                   |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-845-1803                                                                                                                                   |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:mfreeman@rdoequipment.com">mfreeman@rdoequipment.com</a><br><a href="mailto:ksisk@rdoequipment.com">ksisk@rdoequipment.com</a> |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | No            |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ NET 30 DAYS

**ATTACHMENT D PRICING SHEET**

15021-C

Serial 200209-C

NIGP CODE(S): 02093, 05564, 06066, 07546, 14533, 34006,  
45053, 56056, 72056, 76006, 76575, 02093

SUBMITTING RESPONDENT'S NAME: Matthew J Freeman / RDO Equipment Co.

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED                            | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                                                                 |
|--------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------------------------------------------------------------|
| Deere Yellow                                     | JD List                       | 11/5/2020       |                               |                 |                  | <a href="http://mydealer.rdoequipment.com">mydealer.rdoequipment.com</a> |
| Wirtgen Group (Hamm, Voegelé, Kleemann, Wirtgen) | Wirtgen List                  | 11/5/2020       |                               |                 |                  | <a href="http://mydealer.rdoequipment.com">mydealer.rdoequipment.com</a> |
| Deutz                                            | Deutz List                    | 11/5/2020       |                               |                 |                  | <a href="http://mydealer.rdoequipment.com">mydealer.rdoequipment.com</a> |
| Scania                                           | Scania List                   | 11/5/2020       |                               |                 |                  | <a href="http://mydealer.rdoequipment.com">mydealer.rdoequipment.com</a> |
|                                                  |                               |                 |                               |                 |                  |                                                                          |

Labor rates may vary by vehicle and equipment

|                                                   |                  |           |
|---------------------------------------------------|------------------|-----------|
| Labor rate at Contractor's facility(ies)          | <u>145/hr</u>    | <u>\$</u> |
| Labor rate for field service                      | <u>175/hr</u>    | <u>\$</u> |
| Labor rate for field service call (if applicable) | <u>150/hr</u>    | <u>\$</u> |
| Labor rate afterhours/overtime                    | <u>262.50/hr</u> | <u>\$</u> |

**RDO EQUIPMENT CO.**

Mileage or fuel charge (see 2.3.1.2.5.) \$NA per mile OR \$ flat rate

Business hours M-F / 6a-5p

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

|                             | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|-----------------------------|--------|---------|-----------|----------|--------|
| Durango Main Service Center | NA     | NA      | NA        | NA       | NA     |
| Mesa Service Center         | NA     | NA      | NA        | NA       | NA     |
| Dysart Service Center       | NA     | NA      | NA        | NA       | NA     |
| Downtown Service Center     | NA     | NA      | NA        | NA       | NA     |
| Buckeye Service Center      | NA     | NA      | NA        | NA       | NA     |

Return policy if more advantageous than the County's (reference section 2.5) un-opened, un-used, nothing electrical within 30 days of invoice

Restocking charge, if applicable (reference section 2.5.3.) 20%

Additional services offered:

Warranties may vary by parts manufacturers Dealer installed, parts and labor 2yr/2000hr  
Client installed, parts and labor 1yr/1000hr

Warranty on labor minimum 12 months (reference section 3.12) Dealer installed, parts and labor 2yr/2000hr

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000004085 VS0000005444.

Certificates of Insurance Required

Contract Period: To cover the period ending September 30, 2021 2022 2024 2025.

**ADDED EFFECTIVE 01/07/21**

**GRM AND SONS LLC DBA: SOUTHWESTERN SUPPLY COMPANY, 7931 E PECOS  
RD BLDG 3 SUITE 155, MESA AZ 85212**  
SOUTHWESTERN SUPPLY COMPANY INC., PO BOX 12199, CHANDLER, AZ 85248

|                                  |                                                                                                                           |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME:                    | <b>GRM AND SONS LLC</b> Southwestern Supply Co                                                                            |
| DOING BUSINESS AS (dba):         | Southwestern Supply Company                                                                                               |
| MAILING ADDRESS:                 | 24050 South 124th Street<br><b>7931 E Pecos Rd Bldg 3 Suite 155, Mesa, AZ 85212</b>                                       |
| REMIT TO ADDRESS:                |                                                                                                                           |
| TELEPHONE NUMBER:                | 480-296-3201 <b>480/387-3155</b>                                                                                          |
| FAX NUMBER:                      |                                                                                                                           |
| WWW ADDRESS:                     | M3service.com                                                                                                             |
| REPRESENTATIVE NAME:             | David Douglas <b>Gregg Marshal</b>                                                                                        |
| REPRESENTATIVE TELEPHONE NUMBER: | 480-296-3201 <b>480/387-3155</b>                                                                                          |
| REPRESENTATIVE EMAIL ADDRESS     | <a href="mailto:david@m3service.com">david@m3service.com</a> <a href="mailto:gregg@m3service.com">gregg@m3service.com</a> |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>No</b>     |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |



2% 30 DAYS NET 31 DAYS

**1.0 PRICING:****HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. **Do not** use the term "*CURRENT PRICING*" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED          | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (%) OFF | WEB LINK                                                                 |
|--------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------------------------------------------------------------|
| S2 Product Listing 2020        | Discount                      | 10/01/2020      | Specified                     | 10/01/2020      | Specified        | <a href="http://www.m3service.com">www.m3service.com</a>                 |
| Auveco Green Sheet             | Discount                      | 10/01/2020      | Specified                     | 10/01/2020      | 40               | <a href="http://www.auveco.com">www.auveco.com</a>                       |
| Alfa List Price Sheet          | Discount                      | 10/01/2020      | Specified                     | 10/01/2020      | 50               | <a href="http://www.alfatools.com">www.alfatools.com</a>                 |
| Midland Metal List Price Sheet | Discount                      | 10/01/2020      | Specified                     | 10/01/2020      | 40               | <a href="http://www.midlandindustrial.com">www.midlandindustrial.com</a> |

|                                                   |      |
|---------------------------------------------------|------|
| Labor rates may vary by vehicle and equipment     |      |
| Labor rate at Contractor's facility(ies)          | None |
| Labor rate for field service                      | None |
| Labor rate for field service call (if applicable) | None |

**GRM AND SONS LLC DBA: SOUTHWESTERN SUPPLY COMPANY**

|                                                                      |  |      |
|----------------------------------------------------------------------|--|------|
|                                                                      |  |      |
| Labor rate afterhours/overtime                                       |  | None |
| Additional labor rates for other vehicles and equipment applications |  |      |
|                                                                      |  |      |
|                                                                      |  | None |

|                                         |      |          |    |      |           |
|-----------------------------------------|------|----------|----|------|-----------|
| Mileage or fuel charge (see 2.3.1.2.5.) | None | per mile | OR | None | flat rate |
|-----------------------------------------|------|----------|----|------|-----------|

|                |             |
|----------------|-------------|
| Business hours | M-F 6am-4pm |
|----------------|-------------|

|                                                            |                                           |
|------------------------------------------------------------|-------------------------------------------|
| Restocking charge, if aplicable (reference section 2.5.3.) | <u>None</u>                               |
|                                                            |                                           |
| Additional services offered:                               | Service work, Stocking, Product Knowledge |
|                                                            |                                           |
| Warranties may vary by parts manufacturers                 | S2 warranty is satisfaction guarantee     |

|                                                              |     |
|--------------------------------------------------------------|-----|
| Warranty on labor minimum 12 months (reference section 3.12) | N/A |
|--------------------------------------------------------------|-----|

NIGP CODE: 06066

Terms: 2% 30 DAYS NET 31 DAYS

Vendor Number: VC0000007680 **VS0000007004**

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

**ARIZONA MACHINERY LLC DBA: STOTZ EQUIPMENT, 11111 W MCDOWELL RD, AVONDALE, Z 85392**

|                                  |                                   |
|----------------------------------|-----------------------------------|
| COMPANY NAME:                    | Arizona machinery LLC             |
| DOING BUSINESS AS (dba):         | Stotz Equipment                   |
| MAILING ADDRESS:                 | 197 W Warner Rd Chandler AZ 85225 |
| REMIT TO ADDRESS:                | Same                              |
| TELEPHONE NUMBER:                | 480-917-1540                      |
| FAX NUMBER:                      | 480-917-1557                      |
| WWW ADDRESS:                     | www.stotzequipment.com            |
| REPRESENTATIVE NAME:             | Jerry Wegener                     |
| REPRESENTATIVE TELEPHONE NUMBER: | 480-917-1520                      |
| REPRESENTATIVE EMAIL ADDRESS     | jwegener@stotzeq.com              |

|                                                                        | <u>YES</u>                          | <u>NO</u>                | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | No            |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ NET 30 DAYS

## ATTACHMENT D PRICING SHEET

15021-C

Serial 200209-C

NIGP CODE(S): 02093, 05564, 06066, 07546, 14533, 34006, 45053, 56056, 72056, 76006, 76575, 02093

SUBMITTING RESPONDENT'S NAME:

Jerry Wegener

## 1.0 PRICING:

## HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, &amp; ACCESSORIES

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK           |
|-----------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|--------------------|
| John Deere Green      |                               | 10/27/2020      |                               |                 |                  | stotzequipment.com |
|                       |                               |                 |                               |                 |                  |                    |
|                       |                               |                 |                               |                 |                  |                    |
|                       |                               |                 |                               |                 |                  |                    |

Labor rates may vary by vehicle and equipment

|                                                   |              |    |
|---------------------------------------------------|--------------|----|
| Labor rate at Contractor's facility(ies)          | \$ 136.95/hr | \$ |
| Labor rate for field service                      | \$ 177.95/hr | \$ |
| Labor rate for field service call (if applicable) | \$ 177.95/hr | \$ |
| Labor rate afterhours/overtime                    | \$ 258.02/hr | \$ |

Additional labor rates for other vehicles and equipment applications

|                                           |              |
|-------------------------------------------|--------------|
| Travel time to and from customer location | \$ 177.95/hr |
|-------------------------------------------|--------------|

**ARIZONA MACHINERY LLC DBA: STOTZ EQUIPMENT**

|                                                                      |             |                    |
|----------------------------------------------------------------------|-------------|--------------------|
|                                                                      |             | <b>Eff 10/1/24</b> |
| Labor rate at contractor's facility(ies)                             | \$136.95/hr | <b>\$173.00/hr</b> |
|                                                                      |             |                    |
| Labor rate for field service                                         | \$177.95/hr | <b>\$222.00</b>    |
|                                                                      |             |                    |
| Labor rate for field service call (if applicable)                    | \$177.95/hr | <b>\$222.00</b>    |
|                                                                      |             |                    |
| Labor rate after hours/overtime                                      | \$258.02/hr | <b>\$298.00</b>    |
|                                                                      |             |                    |
| Additional labor rates for other vehicles and equipment applications |             |                    |
|                                                                      |             |                    |
| travel to and from customer locations                                | \$177.95/hr | <b>\$222.00</b>    |

Business hours

M-F 7-5 Sat 8-12

Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours):

We can deliver anytime M-F. All deliveries must be scheduled in advance

**MONDAY    TUESDAY    WEDNESDAY    THURSDAY    FRIDAY**

Durango Main Service Center  
Mesa Service Center  
Dysart Service Center  
Downtown Service Center  
Buckeye Service Center

Return policy if more advantageous than the County's (reference section 2.5)

Restocking charge, if applicable (reference section 2.5.3.)

will accept 2.5.3 JDW

Additional services offered:

Warranties may vary by parts manufacturers

Standard manufacturers warranty will apply

**ATTACHMENT D PRICING SHEET**

Warranty on labor minimum 12 months (reference section 3.12)

Labor covered  
for duration of  
Manufacturers  
Warranty

NIGP CODE:

06066

Terms:

NET 30 DAYS

Vendor Number:

VC0000006434

Certificates of Insurance

Required

Contract Period:

To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

**TRUCKPRO LLC DBA ARIZONA BRAKE & CLUTCH SUPPLY, 1610 CENTURY CTR PKWY, MEMPHIS, TN 38134**

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| COMPANY NAME:                    | TruckPro LLC                               |
| DOING BUSINESS AS (dba):         | Arizona Brake & Clutch Supply              |
| MAILING ADDRESS:                 | 2211 N Black Canyon Hwy. Phoenix, AZ 85009 |
| REMIT TO ADDRESS:                | 29787 Network Place, Chicago IL 60673-1787 |
| TELEPHONE NUMBER:                | 602-256-7966                               |
| FAX NUMBER:                      | 602-254-1283                               |
| WWW ADDRESS:                     |                                            |
| REPRESENTATIVE NAME:             | David Baker                                |
| REPRESENTATIVE TELEPHONE NUMBER: | 602-256-7966                               |
| REPRESENTATIVE EMAIL ADDRESS     | dbaker@truckpro.com                        |

|                                                                        | <b>YES</b>                          | <b>NO</b>                | <b>REBATE</b> |
|------------------------------------------------------------------------|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>No</b>     |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |               |

☒ **NET 30 DAYS**

Serial 200209-C

NIGP CODE(S): 02093, 05564, 06056, 07548, 14533, 34006, 45053, 56058, 72056, 78008, 78575, 02093

SUBMITTING RESPONDENT'S NAME: TruckPro LLC, Dba Arizona Brake & Clutch Supply

**1.0 PRICING:**

**HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

**DISCOUNT PRICING:** If your organization is willing to offer a discount off of your full line of inventory, indicate to discount percentage/margin below by manufacturers' published price lists + or - (plus or minus), cost + or - (plus or minus) for each product line offered. To verify pricing and discounts, provide a flash drive, web link, CD, or hard copy of the pricing. Do not use the term "CURRENT PRICING" for the information required below. Spaces are provided to include other manufacturers or product lines not listed.

| MANUFACTURERS OFFERED                               | PRICE FROM LIST PLUS OR MINUS | DATE OF PRICING | PRICE FROM COST PLUS OR MINUS | DATE OF PRICING | DISCOUNT (% OFF) | WEB LINK                |
|-----------------------------------------------------|-------------------------------|-----------------|-------------------------------|-----------------|------------------|-------------------------|
| Arizona Brake & Clutch Refined Brake Kits (BK)      | Minus                         | 11/2/2020       |                               |                 | 59%              | See attached price file |
| Euclid/Meritor HD Brake Components (EU, RO, HR, RZ) | Minus                         | 11/2/2020       |                               |                 | 55%              | See attached price file |
| Bendix New Air Brake Components (BW)                | Minus                         | 11/2/2020       |                               |                 | 54%              | See attached price file |
| Bendix Reman Air Brakes Components (EX)             | Minus                         | 11/2/2020       |                               |                 | 56%              | See attached price file |
| Raybestos Brake                                     |                               |                 |                               |                 |                  |                         |
| Pads/Shoes/Drums/Rotors/Calipers/Hydraulics         | Minus                         | 11/2/2020       |                               |                 | 57%              | See attached price file |
| Stemco Seals/Bearing (ST)                           | Minus                         | 11/2/2020       |                               |                 | 55%              | See attached price file |
| Timken Bearings (TB)                                | Minus                         | 11/2/2020       |                               |                 | 56%              | See attached price file |
| National Seals (NA)                                 | Minus                         | 11/2/2020       |                               |                 | 65%              | See attached price file |
| Webb Brake Drums (WE)                               | Minus                         | 11/2/2020       |                               |                 | 60%              | See attached price file |
| Giurto Brake Drums & Slack Adjusters (GU)           | Minus                         | 11/2/2020       |                               |                 | 65%              | See attached price file |
| Mid-America Clutches & Flywheels (HJ)               | Minus                         | 11/2/2020       |                               |                 | 60%              | See attached price file |
| Tectran Electrical Components & Air (TE, TN, TQ)    | Minus                         | 11/2/2020       |                               |                 | 65%              | See attached price file |
| Autotex Wipers (NW)                                 | Minus                         | 11/2/2020       |                               |                 | 65%              | See attached price file |
| Niteco- Pyroil Brake Clean/Steering Fluid (IG)      | Minus                         | 11/2/2020       |                               |                 | 30%              | See attached price file |
| Mansfield Oil-Defl (MA)                             | Minus                         | 11/2/2020       |                               |                 | 65%              | See attached price file |
| Kost USA- Antifreeze (OW)                           | Minus                         | 11/2/2020       |                               |                 | 60%              | See attached price file |
| Smitty's Supply- Oil/Trans Fluid/Hydraulic (CN)     | Minus                         | 11/2/2020       |                               |                 | 60%              | See attached price file |
| Halder/Midland (MD)                                 | Minus                         | 11/2/2020       |                               |                 | 55%              | See attached price file |
| ECCO Lights (EC)                                    | Minus                         | 11/2/2020       |                               |                 | 61%              | See attached price file |

**TRUCKPRO LLC DBA ARIZONA BRAKE & CLUTCH SUPPLY**

## ATTACHMENT D PRICING SHEET

15021

[illegible]

Labor rates may vary by vehicle and equipment

|                                          |                   |    |
|------------------------------------------|-------------------|----|
| Labor rate at Contractor's facility(ies) | <u>\$95.00/hr</u> | \$ |
|------------------------------------------|-------------------|----|

Labor rate for field service \$95.00/hr \$

Labor rate for field service call (if applicable) \$ \_\_\_\_\_ \$ \_\_\_\_\_

|                                |             |    |
|--------------------------------|-------------|----|
| Labor rate afterhours/overtime | \$190.00/hr | \$ |
|--------------------------------|-------------|----|

Additional labor rates for other vehicles and equipment applications

---

Drum turn-4.0IN Lab53
\$25.00

|                        |         |
|------------------------|---------|
| Drum turn 5.0/TN Lab55 | \$25.00 |
|------------------------|---------|

**TRUCKPRO LLC DBA ARIZONA BRAKE & CLUTCH SUPPLY**

| ATTACHMENT D PRICING SHEET                                                                                              |                                                       | 15C21-C |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------|
| Drum turn 6.0/IN Lab56                                                                                                  | \$25.00                                               |         |
| Drum turn 7.0/IN Lab57                                                                                                  | \$30.00                                               |         |
| Drum turn 8-5/8/IN Lab58                                                                                                | \$40.00                                               |         |
| Turn Elec'drum Lab06                                                                                                    | \$25.00                                               |         |
| Arc custom Shoe Lab07                                                                                                   | \$6.00                                                |         |
| Rear drum mount dual Lab16                                                                                              | \$20.00                                               |         |
| Rear rotor mount Lab17                                                                                                  | \$25.00                                               |         |
| Spicer flywheel turn Lab34a                                                                                             | \$58.00                                               |         |
| Mileage or fuel charge (see 2.3.1.2.5.)                                                                                 | \$0.00 per mile OR \$0.00 flat rate                   |         |
| Business hours                                                                                                          | Monday - Friday 7:00am - 7:00pm                       |         |
| Delivery schedule to Service Center provide morning or afternoon deliveries (reference section 2.8 for business hours): |                                                       |         |
| Durango Main Service Center                                                                                             | 7:00am-7:00pm                                         |         |
| Mesa Service Center                                                                                                     | 7:00am-7:00pm                                         |         |
| Dysart Service Center                                                                                                   | 7:00am-7:00pm                                         |         |
| Downtown Service Center                                                                                                 | 7:00am-7:00pm                                         |         |
| Buckeye Service Center                                                                                                  | 7:00am-7:00pm                                         |         |
| Return policy if more advantageous than the County's (reference section 2.5)                                            | Returns will be accepted as long as contract in place |         |
| Restocking charge, if applicable (reference section 2.5.3.)                                                             | None                                                  |         |
| Additional services offered:                                                                                            | Service department for brakes & clutches              |         |
| Warranties may vary by parts manufacturers                                                                              | All warranties are per Manufacturer                   |         |

| ATTACHMENT D PRICING SHEET                                   |           |
|--------------------------------------------------------------|-----------|
| Warranty on labor minimum 12 months (reference section 3.12) | 12 Months |

NIGP CODE: 06066

Terms: NET 30 DAYS

Vendor Number: VC0000010129

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2021 2022 2024 2025.**

**ADDED EFFECTIVE 01/07/21**

## **HEAVY DUTY FLEET, CONSTRUCTION AND AGRICULTURAL/INDUSTRIAL PARTS, SERVICE, & ACCESSORIES**

### **1. INTENT**

- 1.1. This Invitation for Bids is intended to establish a contract with multiple vendors to provide a full line of parts, components, accessories, and services at contractor locations and in the field, for light-duty and heavy-duty fleet vehicles (the minimum size for a heavy-duty vehicle is one-ton vehicle with dual rear wheels) and construction, agricultural, and industrial equipment. County anticipates awarded contractors may use parts and accessories from all applicable manufacturers. Last year, the County Equipment Services Department spent approximately \$461,078 for parts and \$821,434 for services for these vehicles and equipment. Contract award does not guarantee any volume of business.
- 1.2. Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.25 and 3.26 below).
- 1.3. 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.
- 1.4. Maricopa County reserves the right to award this contract to multiple vendors. 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.

### **2. SPECIFICATIONS**

#### **2.1. GENERAL**

- 2.1.1. All charges to Maricopa County (County) shall be in accordance with the terms of the pricing agreement. Purchases are authorized by purchase order or County purchasing card only.

#### **2.2. TECHNICAL REQUIREMENTS**

##### **2.2.1. Authorized Service Facilities and Vehicles**

- 2.2.1.1. The contractor's facility shall be certified as a manufacturer's authorized service facility for the type of vehicle size and equipment offered on Attachment D – Pricing Sheet.
- 2.2.1.2. The contractor's service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m. MST, except on County recognized holidays.
- 2.2.1.3. Contractor's service facility shall be located in the Phoenix metropolitan area.
- 2.2.1.4. Contractor must indicate the gross vehicles weight (GVW) their service facility(s) is equipped to service on Attachment D – Pricing Sheet. For example, contractor may indicate a facility is only equipped to service trucks up to two tons.
- 2.2.1.5. Service truck(s) shall be fully equipped, at no cost to the County, with parts, diagnostic/repair tools, etc. necessary to complete the repairs. Include pricing for any equipment necessary to complete the job (i.e. rental equipment) on Attachment D – Pricing Sheet.

**2.2.2. Manufacturers/Parts**

2.2.2.1. The contractor shall be an active and authorized distributor of all manufacturers the contractor lists on Attachment D - Pricing Sheet at the time of bid submission. Contractor may add additional manufacturers over the course of the contract. County reserves the right to contact the manufacturers to verify authorization to ensure compliance with the terms and conditions of this solicitation.

2.2.2.2. Manufacturers used by the contractor may include, but are not limited to the following:

|                                   |                              |                                       |
|-----------------------------------|------------------------------|---------------------------------------|
| MCI TRANSPORT BUS                 | KUBOTA/BOBCAT                | INGERSOLL-RAND-FLEET PARTS (NO TOOLS) |
| BLUE BIRD BUSES                   | JOHN DEERE GREEN             | JOHN DEERE YELLOW                     |
| THOMAS BUSES                      | BEARCAT                      | CATERPILLAR                           |
| ROSCO ROLLERS                     | PB LOADER                    | BROCE BROOM/SWEEPERS                  |
| TENNANT SWEEPERS                  | JCB BACKHOE'S/LOADERS        | RACK & PINION                         |
| CUMMINS DIESEL ENGINE             | TITAN                        | BEAR/ELGIN BROOM                      |
| PULL TARP                         | ROLL-RITE                    | DYNA PAC ROLLERS                      |
| BINGHAM FORD                      | MASSEY FERGUSON              | THERMO-KING                           |
| MAXON LIFTS                       | FREIGHTLINER                 | KENWORTH                              |
| SCORPION ATTENUATOR               | 3M MESSAGE BOARDS            | SOLAR TECH MESSAGE BOARDS             |
| WHEEL MOUNTED SPRAY TRAILER PARTS | VERMEER-WOOD CHIPPERS        | PETERBUILT                            |
| MACK/VOLVO                        | INTERNATIONAL                | TIGER CRANES                          |
| DUR-A-LIFTS                       | VERSA LIFTS                  | IMT CRANES                            |
| BG PRODUCTS                       | RAMSEY WINCHES               | WACKER                                |
| PTO                               | MB – PAINT STRIPPERS         | DRIVELINE                             |
| HUNTER TIRE MACHINES              | SNAP ON SCANNERS             | EZ LINER                              |
| BRAUN WHEELCHAIR LIFTS            | BUYERS –TRAILER PARTS        | MORBARK CHIPPERS                      |
| JAMAR                             | HOFFMAN - SNAP ON ALLIGNMENT | RV PARTS                              |
| RV-NEWMAR                         | RV-CHAMPION                  | RV-THOMAS                             |
| CHASSIS/SUSPENSIONS               | VICKER PUMPS                 | WELDING SUPPLIES                      |
| AUTOMOTIVE FLEET FASTNERS         | WEATHERGUARD TOOL BOXES      | DELTA TOOL BOXES                      |
| MASTERRACK                        | SKIP-LINE                    | DYNA PAC                              |
| CARRIER A/C                       | FORD NEW HOLLAND             | WATER TRUCK PARTS                     |
| BALWIN FILTERS                    | BRAKE COMPONENTS             | TORO PARTS                            |
| WINDSHIELD WIPERS                 | PRESSURE WASHERS             | SULLAIR COMPRESSORS                   |
| COATS -TIRE MACHINES              | HYDRAULIC JACKS              |                                       |

**2.2.3. Replacement Parts**

2.2.3.1. All replacement parts shall be from the original equipment manufacturer (OEM). The County will make exceptions when OEM parts are no longer available, or the County is approving aftermarket parts.

2.3. SERVICE REQUIREMENTS

2.3.1. Pricing for Services

2.3.1.1. The following definitions apply:

2.3.1.1.1. Labor rate shall mean the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

2.3.1.1.2. Afterhours labor rate shall mean services rendered after normal business hours.

2.3.1.1.3. Field service call rate shall mean a onetime/one-way charge in route/travel to the County site, maximum one hour. This rate shall be the same for all field service calls.

2.3.1.1.4. Mileage shall mean mileage one way from the service facility to County vehicle/equipment.

2.3.1.1.5. Fuel Charge shall mean a onetime flat rate fuel charge.

2.3.1.2. The contractor shall provide the following labor rate information on Attachment D - Pricing Sheet:

2.3.1.2.1. services at contractor's facility

2.3.1.2.2. afterhours/overtime services

2.3.1.2.3. field service calls (if applicable)

2.3.1.2.4. field service calls afterhours/overtime

2.3.1.2.5. mileage (if applicable) or fuel charge (the first 50 miles are free; additional mileage shall be charged per mile at the applicable mileage rate)

2.3.1.3. Afterhours/overtime service must be approved prior to providing the service.

2.3.1.4. The County shall not be responsible for any afterhours/overtime rates/charges when incurred due to negligence on the part of the contractor/service technician, for example when a contractor/service technician is missing any parts, tools, equipment, material, and other related items required to complete the repair.

2.3.1.5. Invoices for services shall be submitted within 48 hours from date of service, by fax to 602-506-1182 or email (provided upon award).

2.3.1.6. The County reserves the right to dispute charges on labor hours and repairs performed if deemed excessive or unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

**2.3.2. Work Order Assignments**

2.3.2.1. Equipment Service Department fleet maintenance supervisors and customer service writers will coordinate and issue a work order to the contractor, referencing the vehicle/equipment number, as an authorization to perform service. Contractors shall not perform any service without a work order. The contractor shall contact the SW at 602-506-4678 on all delays, pick-ups, deliveries, questions, or additional repair approval.

2.3.2.2. The designated employee(s) will give the contractor a preliminary diagnosis of the vehicle(s) repair.

**2.4. PARTS DELIVERY**

Deliveries shall be made to all locations within two hours of placing orders. Exceptions are made when the site is more than two hours in distance (travel time) from contractor's facility.

2.4.1. The contractor shall indicate if they have the capability to deliver to all locations listed in Section 2.8 – EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS and provide "hot shot runs" or "just in time parts" (expedited delivery). Indicate the parts delivery schedules for these locations on Attachment D - Pricing Sheet. This is not part of the award criteria.

2.4.2. The County is not responsible for the contractor's freight cost on normal stock items.

2.4.3. All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a County fleet maintenance supervisor. The invoice must list the name of the County fleet supervisor who authorized special delivery payment.

2.4.4. The contractor shall contact the designated Service Center to inform them about all delivery delays.

2.4.5. When part(s) are delivered on pallets, the contractor is required to pick up and dispose of the pallet(s). The pallet(s) must be labeled or stamped with the contractor's name to assist the County in notifying the contractor about when to pick up the pallets.

**2.5. RETURN POLICY**

The County's return policy overrides the contractors' return policies unless the manufacturer's return policies are more advantageous to the County. The County's return policies are as follows:

2.5.1. The contractor shall accept all returns, regardless of the quantity, providing a full refund at no cost or penalty to the County; no "minimum quantity" policies are permitted. This includes the return of all parts considered non-moving or seasonal parts pulled during a six-month inventory adjustment.

2.5.2. The County reserves the right to replace/return parts that no longer meet the County's needs because they do not fit a newer model of a vehicle/equipment without incurring costs or penalties from the contractor.

2.5.3. The County accepts responsibility for a restocking fee of no more than a 15 percent, if a special order or a non-stock part is ordered and then returned. If the

County has not yet received the part and cancels the order, no restocking fee is permitted.

2.5.4. The credit slip shall reflect the original purchase price for each returned part and reference the credit slip number or original invoice number.

2.5.5. The County's working conditions may cause the original packaging to be altered. When a part(s) is returned unused, the contractor shall accept the return for a full credit regardless of whether packaging has been altered.

**2.6. AWARDED DISCOUNTS**

It shall be the responsibility of the contractor to communicate with their parts department, accounts receivable, and other areas involved in compliance with the contract to ensure that awarded discounts are honored.

**2.7. RESPONSE TIME**

2.7.1. Contractor's response time to pick-up a vehicle/equipment under warranty shall be within the same business day, unless a prior agreement has been made between the County and contractor.

2.7.2. The County will be responsible for transporting vehicle(s) not covered under warranty to the contractor's service facility.

2.7.3. The contractor will be given an expected turn-around time by the County fleet maintenance supervisor or customer service writer. If the turn-around time cannot be met, the contractor must indicate such to the County at the time of job assignment. County reserves the right to negotiate a turnaround time or to seek services from another contractor.

**2.8. EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS**

Equipment Services Department operates five service centers. Operating hours indicated below are Monday through Friday, excluding County recognized holidays; hours of operation vary depending on the location.

2.8.1. Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m. MST.

2.8.2. Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m. MST.

2.8.3. Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m. MST.

2.8.4. Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m. MST.

2.8.5. Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m. MST.

**2.9. SAFETY STANDARDS**

All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

**2.10. STATUS REPORTS**

2.10.1. The contractor shall submit a daily status report to the County heavy duty fleet supervisor with the work order number and vehicle/equipment number, date vehicle/equipment was received, details on the repair, and details on the completion date, via fax (602-506-1182) or email to the designated employee(s) (provided after award).

2.10.2. The report shall be submitted every day by 4:00 p.m. MST.

**2.11. STOCK LIFT**

2.11.1. The County reserves the right to receive credit for our current inventory before accepting new manufacturer brands or the contractor may be required to lift current inventory and replace with their brand.

2.11.2. The County shall be permitted to trade-in slow moving stock and seasonal parts to a contractor for credit without penalties such as a restocking fee, partial credit, etc. Trade-ins may occur with a contractor from whom the parts were not originally purchases.

2.11.3. The credit slip shall reflect the original purchase price for each trade-in part and reference the credit slip number or original invoice number.

**2.12. ADDITIONAL CHARGES/FEES**

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

**2.13. SITE VISITS**

The County reserves the right to visit the contractor's facilities Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. MST during the award determination and after an award has been made to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this contract.

**2.14. TECHNICAL AND DESCRIPTIVE SALES LITERATURE**

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

**3. PURCHASING REQUIREMENTS**

**3.1. DELIVERY**

3.1.1. Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

3.1.2. Supplies or equipment being delivered to the County shall be delivered during the hours outlined in section 2.8 - EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS, Monday through Friday, except on County recognized holidays.

3.1.3. Delivery shall be F.O.B. Destination Freight Prepaid.

**3.2. EXPEDITED DELIVERY**

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

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

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

**3.3. SHIPPING DOCUMENTS**

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

3.3.1. Contract serial number

3.3.2. Contractor's name and address

3.3.3. Department name and address

3.3.4. Department purchase order number

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

**3.4. SHIPPING TERMS**

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

**3.5. OPERATING MANUALS**

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the department.

**3.6. INSTALLATION**

The contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested. The contractor's price shall include delivery and installation of all equipment in complete operating condition.

**3.7. SAMPLES**

The contractor may be requested to furnish samples of material(s) bid to allow for examination by the County. Any materials so requested shall be furnished within 10 working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

**3.8. TESTING**

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

**3.9. ACCEPTANCE**

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

**3.10. STOCK**

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the IFB.

**3.11. DISCONTINUED MATERIALS**

3.11.1. In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

3.11.1.1. Documentation from the manufacturer that the material has been discontinued.

3.11.1.2. Documentation that names the replacement material.

3.11.1.3. Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

3.11.1.4. Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

3.11.1.5. Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

3.11.2. Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**3.12. WARRANTY**

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

3.12.2. The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.9.

3.12.2.1. The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

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

**3.13. MAINTENANCE**

The contractor shall provide maintenance for the materials under this contract upon acceptance of materials by the department.

**3.14. FACTORY AUTHORIZED SERVICE AVAILABILITY**

The contractor shall have and maintain a factory authorized service facility capable of supplying and installing component parts, troubleshooting, repairing, and maintaining the material(s). Minimum service hours shall be from 8:00 a.m. through 5:00 p.m. MST, Monday through Friday, excluding County and Federal holidays.

**3.15. BRAND NAME**

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.

**3.16. ORDER CUTOFF INFORMATION**

3.16.1. Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.

3.16.2. If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.16.

**3.17. ORDER LEAD-TIME NOTIFICATION**

3.17.1. Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

**3.18. TRADE-INS**

Contractor may be requested to submit prices on trade-in(s). Whether materials will actually be traded is at the option of the County.

**3.19. 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 of measure.

**3.20. BACKGROUND CHECK**

Bidders/proposers may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

**3.21. INVOICES AND PAYMENTS**

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

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Total amount due

3.21.2. Labor, services, and maintenance must be billed as a separate line item.

3.21.3. Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.21.4. Payment will only 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 website <https://www.maricopa.gov/5169/Vendor-Information>.

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

3.21.6. EFT payments to the routing and account numbers designated by the contractor shall 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.

**3.22. APPLICABLE TAXES**

3.22.1. It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on

the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.22.2. The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.22.3. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to ~~the City~~ **a municipality** or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

### 3.23. POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

### 3.24. STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE 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 SAVE, state so in your bid. 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 bid. The County assumes no responsibility for any purchases by using entities.

### 3.25. INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

## 4. CONTRACTUAL TERMS & CONDITIONS

### 4.1. CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of one year.

### 4.2. OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### 4.3. CONTRACT COMPLETION

In preparation for 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 the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### 4.4. PRICE ADJUSTMENTS

4.4.1. Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.4.2. In the event any price increase is requested as the result of any tariff that becomes effective during the performance of this contract, the County may adjust the price based on a request from the contractor that documents the additional price increase. If, during the performance of this contract, any tariff-related price increase is subsequently reduced or eliminated, the vendor shall notify the County of the decrease and shall apply it accordingly for remaining term of the contract. If the County finds over payment of a project due to tariff reduction that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on increases due to tariffs included in a bid price.

### 4.5. INDEMNIFICATION

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

**subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable** relating to the performance of this contract.

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

#### 4.6. INSURANCE

- 4.6.1. Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category 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.
- 4.6.2. 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.
- 4.6.3. In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4. Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5. 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.
- 4.6.6. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductibles 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.
- 4.6.7. 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.

- 4.6.8. 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.
- 4.6.9. If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

**4.6.9.1 Commercial General Liability**

Commercial General Liability (CGL) 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.

**4.6.9.2 Automobile Liability**

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 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.

If vehicles or mobile equipment are used in the performance of the obligations under this agreement, then contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

**4.6.9.3 Garagekeepers Liability**

Garagekeepers Liability insurance which will insure and provide coverage for garage keepers legal liability, garage liability, and auto physical damage of the contractor, with limits of no less than \$2,000,000 for each occurrence.

**4.6.9.4 Workers' Compensation**

- 4.6.9.4.1 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.

- 4.6.9.4.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.10. Certificates of Insurance

- 4.6.10.1 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.
- 4.6.10.2 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.
- 4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.
- 4.6.10.4 **Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:**

**Maricopa County  
c/o Risk Management  
301 W Jefferson St, Suite 910  
Phoenix, AZ 85003**

4.6.11. Cancellation and Expiration Notice

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **301 W. Jefferson Street Suite 700** ~~160 South 4th Avenue 320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

4.7. FORCE MAJEURE

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

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

4.7.2. 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.

4.7.3. 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.

**4.8. ORDERING AUTHORITY**

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

**4.9. AVAILABILITY OF FUNDS**

4.9.1. The provisions of this contract relating to payment 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 will keep the contractor fully informed as to the availability of funds.

4.9.2. 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 will 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 will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

**4.10. PROCUREMENT CARD ORDERING CAPABILITY**

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

**4.11. INTERNET ORDERING CAPABILITY**

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

**4.12. NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

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.

**4.13. PURCHASE ORDERS**

4.13.1. 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, or for shipment of product prior to issuance of purchase order.

- 4.13.2. Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

**4.14. 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.

**4.15. STOP WORK ORDER**

- 4.15.1. 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 calendar 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 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.15.1.1. cancel the stop work order; or

4.15.1.2. terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

- 4.15.2. The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, 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.

**4.16. TERMINATION FOR CONVENIENCE**

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

**4.17. TERMINATION FOR DEFAULT**

- 4.17.1. The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.17.1.1. deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.17.1.2. make progress, so as to endanger performance of this contract; or

4.17.1.3. perform any of the other provisions of this contract.

4.17.2. The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**4.18. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that, pursuant to Arizona Revised Statute (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.

**4.19. 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.

**4.20. SUBCONTRACTING**

4.20.1. The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2. 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. 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.

**4.21. 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.

**4.22. ADDITIONS/DELETIONS OF COMMODITIES**

The County reserves the right to add and/or delete materials to a contract. If additional materials are required from a contract, prices for such additions will be negotiated between the contractor and the County.

**4.23. RIGHTS IN DATA**

4.23.1. 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.

4.23.2. Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.24. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1. In accordance with Section MC1-~~373~~ 374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. 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.

4.24.2. 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.

4.25. AUDIT DISALLOWANCES

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 will 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 a deduction from current invoices submitted by the contractor equal to 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.

4.26. STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27. 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.

4.28. SEVERABILITY

The removal, 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.

4.29. RELATIONSHIPS

4.29.1. 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.

4.29.2. The County reserves the right of final approval on proposed staff. 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.

4.30. 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 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. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>.)~~

**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 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. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf))**

4.31. WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1. 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:

4.32.1.1. 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;

4.32.1.2. have not within a three-year period preceding this contract:

4.32.1.2.1. 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; or

4.32.1.2.2. 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;

- 4.32.1.3. 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;
    - 4.32.1.4. 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
    - 4.32.1.5. have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
  - 4.32.2. 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.
  - 4.32.3. The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.
- 4.33. VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 4.33.1. 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 [www.uscis.gov](http://www.uscis.gov).
  - 4.33.2. The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 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.
- 4.34. CONTRACTOR LICENSE REQUIREMENT
- 4.34.1. The contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of

existing and future trade or industry requirements, and 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 department of any and all changes concerning permits, insurance, or licenses.

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

**4.35. INFLUENCE**

- 4.35.1. As prescribed in 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.

- 4.35.2. An attempt to influence includes, but is not limited to:

- 4.35.2.1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy 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.

- 4.35.3. 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.

- 4.35.4. ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

**4.36. CONFIDENTIALITY**

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

**4.37. CONFIDENTIAL INFORMATION**

4.37.1. 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.

4.37.2. 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 15 business days of the written request to do so.

4.37.3. 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.

**4.38. PUBLIC RECORDS**

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

**4.39. 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, expressed, or implied.

**4.40. 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.*

**4.41. 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, Phoenix, Arizona.

**4.42. FORCED LABOR**

4.42.1. By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, Contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions et. seq.

4.42.2. Contractor certifies that is does not currently, and agrees for the duration of the contract that it will not, use:

4.42.2.1. the forced labor of ethnic Uyghurs in the People's Republic of China;

4.42.2.2. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China and

4.42.2.3. any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.42.3. If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If the Contractor fails to

**4.43. 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.

**4.44. CONTRACT DISPUTES**

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906.



## Purchase Order

**Pinal County Finance Department**  
Purchasing Division  
P.O. Box 1348  
Florence, AZ 85132

**PO Number**

**253663**

This number must appear on all documents pertaining to this order.

**PO Date: 2/4/2025**

**Page: 1 of 1**

| Mail Invoice to:                                                                                                                                                                                                                                                                                                      | Ship to:                                                                                                           | Supplier:                                                                                                                                        |                                                                                                                                                       |                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Pinal County Finance Department<br>P.O. Box 1348<br>Florence, AZ 85132<br><b>Or</b><br><b>email invoice to:</b><br><a href="mailto:FinanceInvoices@pinal.gov">FinanceInvoices@pinal.gov</a>                                                                                                                           | INFORMATION TECHNOLOGY DEPARTMENT<br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132                   | DELL COMPUTER COMPANY<br>PO BOX 802816<br>CHICAGO IL 60680-2816<br><br>Phone: 800 - 336-2891<br>Fax: 512 - 283-6904<br><br><b>Confirming to:</b> |                                                                                                                                                       |                                                                                                                    |
| <table><tr><td><b>Buyer: Maegan Queen, Buyer</b><br/><b>Phone: 520 - 866-6265</b><br/><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b></td><td><b>Requested Delivery Date: 2/4/2025</b><br/><b>Payment Terms: Net 30</b><br/><b>Shipping Terms: FOB Destination</b></td></tr></table> |                                                                                                                    |                                                                                                                                                  | <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b> | <b>Requested Delivery Date: 2/4/2025</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |
| <b>Buyer: Maegan Queen, Buyer</b><br><b>Phone: 520 - 866-6265</b><br><b>Email: <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a></b>                                                                                                                                                                 | <b>Requested Delivery Date: 2/4/2025</b><br><b>Payment Terms: Net 30</b><br><b>Shipping Terms: FOB Destination</b> |                                                                                                                                                  |                                                                                                                                                       |                                                                                                                    |

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** State of Arizona  
**Contract Number** CTR0688990  
**Contract Expiry** 6/30/2025

**Reference:** Quote: 3000185336985

Vendor Contact: Cecilia Hasdorff (800) 456-3355, 6178085 Cecelia\_Hasdorff@Dell.com

Department Contact: Mark McRoberts mark.mcroberts@pinal.gov | ITAdmins itadmins@pinal.gov

| Line | Quantity | UOM | Item Number | Item Description                        | Unit Cost  | Extended Cost |
|------|----------|-----|-------------|-----------------------------------------|------------|---------------|
| 1    | 150.00   | EA  |             | OptiPlex Small Form Factor<br>Plus 7020 | \$1,195.00 | \$179,250.00  |
| 2    |          | LS  |             | Sales Tax                               | \$0.00     | \$11,967.87   |

**Total Order : \$191,217.87**

**NOTE :**

Failure to send invoice to above address will result in delay of payment.  
Direct all payment questions to Accounts Payable at 520-866-6397.  
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under "Quotes" in the top menu bar.

**Quote No.:** 3000185336985  
**Total (USD):** \$191,217.87  
**eQuote Name:** Desktop Support Budget PC Purchase  
**eQuote Creator:** mark.mcroberts@pinal.gov  
**Quoted On:** Jan. 28, 2025  
**Expires By:** Feb. 27, 2025

**Company Name:** -  
**Customer Number:** -  
**Premier Page Name:** Pinal County NASPO ValuePoint ADSPO16-098163 / WN01AGW

**Contract Name:** Dell NASPO Computer Equipment PA - Arizona  
**Contract Code:** C000001124007  
**Customer Agreement Number:** 23026 / CTR068890

**Custom Fields:**

customer agreement: naspowsca: Contract #: N39913786

**Billing Address:**

-  
,

**Pricing Summary**

|                                           | Qty | Unit Price | Discounted Unit Price | Subtotal     |
|-------------------------------------------|-----|------------|-----------------------|--------------|
| OptiPlex Small Form Factor (Plus 7020) i5 | 150 | \$1,195.00 | \$1,195.00            | \$179,250.00 |
| Subtotal:                                 |     |            |                       | \$179,250.00 |
| Shipping:                                 |     |            |                       | \$0.00       |
| Estimated Tax:                            |     |            |                       | \$11,967.87  |
| Total (USD):                              |     |            |                       | \$191,217.87 |

**Shipping Address:**  
IT RECEIVING  
COUNTY PINAL  
75 N MAIN ST  
Florence , AZ 85132

**Shipping Method:**  
FREE Standard Delivery

**Product Details**

|                                                                                   |                                                             | Qty        | Unit Price        | Subtotal            |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------|------------|-------------------|---------------------|
|  | <b>OptiPlex Small Form Factor (Plus 7020) i5 (210-BKWN)</b> | <b>150</b> | <b>\$1,195.00</b> | <b>\$179,250.00</b> |
|                                                                                   | Order Code: rcrcl010810-8236602                             |            |                   |                     |

| Module                                 | Description                                                                                   | Product Code | SKU                        | Qty |
|----------------------------------------|-----------------------------------------------------------------------------------------------|--------------|----------------------------|-----|
| OptiPlex Small Form Factor (Plus 7020) | OptiPlex Small Form Factor Plus 7020                                                          | GK1Z7M8      | 210-BKWN                   | 1   |
| Processor                              | Intel® Core™ i5 14500 vPro® (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo)           | GEW16OT      | 338-CNCH                   | 1   |
| Operating System                       | Windows 11 Pro, English, Brazilian Portuguese, French, Spanish                                | G01OVWE      | 619-ARSB                   | 1   |
| Microsoft Office                       | Activate Your Microsoft 365 For A 30 Day Trial                                                | GC7OFJV      | 658-BCSB                   | 1   |
| CrowdStrike                            | CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr                            | GECBXJ0      | 634-CCLH                   | 1   |
| Memory                                 | 32 GB: 1 x 32 GB, DDR5                                                                        | G5XTJSQ      | 370-BBPW                   | 1   |
| Storage                                | 512GB M.2 PCIe NVMe Class 35 Solid State Drive                                                | GMSZI9U      | 400-BQSB,773-BBBC,412-AAQT | 1   |
| Additional Storage                     | No Additional Hard Drive                                                                      | G780XKR      | 401-AANH                   | 1   |
| 3rd Storage                            | No Additional Hard Drive                                                                      | G780XKR      | 401-AANH                   | 1   |
| Raid Connectivity                      | NO RAID                                                                                       | GX5Q06T      | 817-BBBN                   | 1   |
| Graphics                               | Intel® Graphics                                                                               | GZQDA24      | 490-BBFG                   | 1   |
| Chassis Options                        | OptiPlex SFF Plus with 260W Bronze Power Supply                                               | GCIBT0P      | 329-BJWJ                   | 1   |
| Power Cord                             | System Power Cord (US)                                                                        | GA5894N      | 450-AAOJ                   | 1   |
| Optical Drive                          | No Optical Drive                                                                              | G69A5CJ      | 429-ABKF                   | 1   |
| Optical Software                       | No CyberLink Media Suite Essentials                                                           | GMJ62GP      | 632-BBBJ                   | 1   |
| Additional Storage Devices             | No Media Card Reader - Media Reader                                                           | GW2K1D6      | 379-BBHM                   | 1   |
| Wireless                               | Realtek Wi-Fi 6 RTL8852BE, 2x2, 802.11ax, MU-MIMO, Bluetooth® wireless card, internal antenna | GHGERU5      | 555-BIGO,555-BHDX          | 1   |
| Wireless Driver                        | Wireless Driver, Realtek 8852BE Wi-Fi 6 2x2 and Bluetooth® wireless card                      | G1ZRNBP      | 555-BKJF                   | 1   |
| Serial Port Adapter                    | No PCIe add-in-card                                                                           | GVEYOQ7      | 492-BBFF                   | 1   |
| Additional Video Ports                 | Optional DisplayPort                                                                          | GFE9LI7      | 382-BBKE                   | 1   |
| Keyboard                               | No Keyboard Selected                                                                          | GAX9P57      | 580-AABG                   | 1   |
| Mouse                                  | No Mouse Selected                                                                             | GKJD14Q      | 570-AAAF                   | 1   |
| Cable Cover                            | No Cable Cover                                                                                | GDT2C7Z      | 325-BCZQ                   | 1   |
| External Speakers                      | No External Speaker                                                                           | GTNM7E2      | 817-BBBC                   | 1   |
| Software Stack                         | Dell Additional Software                                                                      | G71R0QM      | 634-CHFP                   | 1   |

|                                     |                                                                            |         |                                                       |   |
|-------------------------------------|----------------------------------------------------------------------------|---------|-------------------------------------------------------|---|
| Operating System Recovery Options   | OS-Windows Media Not Included                                              | GLA9QQ1 | 620-AALW                                              | 1 |
| ENERGY STAR                         | ENERGY STAR Qualified                                                      | G6J34SM | 387-BBLW                                              | 1 |
| Documentation                       | Safety/Environment and Regulatory Guide (English/French Multi-language)    | G7RB0GY | 340-AGIK                                              | 1 |
| System Monitoring Options           | Watch Dog SRV                                                              | GU1BEH4 | 379-BFMR                                              | 1 |
| Placemat                            | Quick Start Guide, OptiPlex SFF Plus                                       | G0AIX40 | 340-DMJC                                              | 1 |
| EAN/UPC Labels                      | No UPC/EAN Label                                                           | G8WGTYN | 389-BCGW                                              | 1 |
| TPM Security                        | Trusted Platform Module (Discrete TPM Enabled)                             | GJMDKT6 | 329-BBJL                                              | 1 |
| Shipping Material                   | Shipping Material                                                          | GDKRO4V | 340-CQYR,389-BBUU                                     | 1 |
| Label                               | Regulatory Label for OptiPlex SFF Plus PSU DAO                             | GTFH0K1 | 389-FFZD                                              | 1 |
| Intel Responsiveness Technologies   | Intel® Rapid Storage Technology Driver                                     | GAC78TL | 658-BFSK                                              | 1 |
| Processor Label                     | Intel® Core™ i5 Processor Label                                            | G2HQMXF | 340-CUEW                                              | 1 |
| Transportation from ODM to region   | Standard shipment                                                          | GQT8IGC | 800-BBIO                                              | 1 |
| Security Software and PC Protection | No anti-virus software                                                     | GD4K19S | 650-AAAM                                              | 1 |
| Add-in Cards                        | No Additional Add In Cards                                                 | GNV4J7Q | 382-BBHX                                              | 1 |
| Adapter                             | No Additional Cable                                                        | GIX0L8M | 379-BBCY                                              | 1 |
| Stands and Mounts                   | No Stand or Mount                                                          | GJO5ZSE | 575-BBBI                                              | 1 |
| Network Adapters (NIC)              | No Additional Network Card Selected (Integrated NIC included)              | G9MQCN3 | 555-BBJO                                              | 1 |
| FGA Module                          | No FGA                                                                     | NOFGA   | 817-BBBB                                              | 1 |
| EPEAT 2018                          | EPEAT 2018 Registered (Silver)                                             | GTZOE2H | 379-BDTO                                              | 1 |
| Windows AutoPilot                   | No AutoPilot                                                               | GYEO2AP | 340-CKSZ                                              | 1 |
| Speakers                            | Internal Speaker                                                           | GR068XC | 520-AARD                                              | 1 |
| Systems Management                  | No vPro® support                                                           | GDH8JV6 | 631-BBQQ                                              | 1 |
| ICPS                                | Intel® Connectivity Performance Suite                                      | G671LVC | 640-BBSX                                              | 1 |
| Standard Hardware Support Service   | 5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr | G87TIGK | 812-3886,812-3940,812-3938,812-3939,812-3941,997-8367 | 1 |

## Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offerspecificterms](http://www.dell.com/offerspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>State of Arizona Participating Addendum</b>                  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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|                                                                                   |                                                                 |  |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|---------------------------------------------------------------------|
|  | <b>State of Arizona Participating Addendum</b>                  |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

## Scope of Work and Participation

### 1. Purpose and Background

- 1.1. Master Agreement Name and Number: NASPO ValuePoint Master Agreement No. 23026 for Computer Equipment, Peripherals & Related Services (Band 1, Personal Computer Devices – Windows Operating Systems; Band 2, Personal Computer Devices - Non-Windows Operating Systems; Band 3, Servers and Storage)
- 1.2. Contractor: Dell Marketing L.P. (“Contractor”)
- 1.3. Participating Entity: State of Arizona
- 1.4. Purpose: The objectives of this Participating Addendum is to:
  - Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions
  - Reduce contracting costs for each Participating Entity through a cooperative competitive procurement process
  - Obtain better contract terms through centralized negotiation on behalf of multiple states and their political subdivisions
  - Obtain competitive pricing for specific standard configurations through a Premium Saving Package (“PSP”) program. Participation in PSP is not required, but is encouraged.
- 1.5. Scope: This Participating Addendum covers the Computer Equipment, Peripherals & Related Services as defined in the SOW, and that is led by the State of Minnesota “Lead State”, Master Agreement number 23026 (“MA”) for use by state agencies and other entities located in the State of Arizona authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
- 1.6. Legal Authority: In accordance with Arizona Revised Statutes (A.R.S.) § 41-2632, and Arizona Administrative Code (A.A.C.) R2-7-1003, Purchasing from a Cooperative Contract, the State of Arizona establishes this contract with Contractor to provide the Materials or Services described herein.
- 1.7. Participation: This Participating Addendum covers participation of the Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Computer Equipment, Peripherals & Related Services. This Participating Addendum may be used by all State Agencies (“Eligible Agencies”) as well as members of the State of Arizona Purchasing Cooperative (“Co-Op Buyers”).
- 1.8. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on the June 30, 2025 expiration date of the Master

|                                                                                   |                                                                 |  |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|---------------------------------------------------------------------|
|  | <b>State of Arizona Participating Addendum</b>                  |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

Agreement. If the Master Agreement exercises its option to extend for up to 36 additional months, the State, at its discretion, may request for a mutual agreement to extend for a number of months not to exceed the Master Agreement extension..

## 2. Primary Contacts

**2.1. Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

2.1.1. Contractor Primary Contact:

|            |                                    |
|------------|------------------------------------|
| Name:      | Ashley Salinas                     |
| Address:   | One Dell Way, Round Rock, TX 78682 |
| Telephone: | 512-542-1237                       |
| Email:     | A.Salinas@dell.com                 |

2.1.2. Participating Entity Primary Contact:

|            |                                     |
|------------|-------------------------------------|
| Name:      | Eric Bell                           |
| Address:   | 1802 West Jackson Street Number 100 |
| Telephone: | 602-542-5511                        |
| Email:     | eric.bell@azdoa.gov                 |

## 3. Participating Addendum Modifications to the Master Agreement

**3.1. Participating Addendum Changes to Master Agreement:**

3.1.1. This Participating Addendum incorporates the entire Master Agreement, including terms and conditions therein, as applied to the Participating Entity and Contractor, with the limitations, modifications, and additions described in this Section 3 of the Contract Scope of Work (Participating Addendum Modifications to the Master Agreement).

|                                                                                   |                                                                 |  |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|---------------------------------------------------------------------|
|  | <b>State of Arizona Participating Addendum</b>                  |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

3.1.2. Any limitations, modifications, or additions specified herein shall apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

### **3.2. Definitions**

3.2.1. "Contract" For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.

### **3.3. Order of Precedence**

3.3.1. The following attachments are hereby incorporated into this State of Arizona Participating Addendum (PA):

- 3.3.1.1. Attachment A, Parts 1 and 2 – Special Terms and Conditions and Uniform Terms and Conditions, collectively;
- 3.3.1.2. Attachment B – Boycott of Israel Disclosure; and
- 3.3.1.3. Attachment C – Forced Labor of Ethnic Uyghurs Ban
- 3.3.1.4. Attachment D – List of Subcontractors

3.3.2. Master Contract and Participating Addendum Order of Precedence:

- 3.3.2.1. State of Arizona Participating Addendum;
- 3.3.2.2. Master Agreement;
- 3.3.2.3. Master Agreement Solicitation including all Addenda; and
- 3.3.2.4. Contract Vendors response to the Master Agreement Solicitation.

**3.4. Orders:** Any Order placed by a Participating Entity, Eligible Agency, or Co-Op Buyer for a Material or Service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

**3.5. [RESERVED for additional modifications to the Master Agreement, if any]**

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>State of Arizona Participating Addendum</b>                  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

### Dell Marketing LP

|                                                      |
|------------------------------------------------------|
| Contractor company name                              |
| One Dell Bldg RR2W2 stop 2-2 V, Round Rock, TX 78682 |
| Address                                              |
| Austin, TX, 78682                                    |
| City, State, ZIP                                     |

|                                                                                    |                      |
|------------------------------------------------------------------------------------|----------------------|
|  |                      |
| Signature of person authorized to sign Contract                                    |                      |
| Katherine Castillo- Paralegal Advisor                                              |                      |
| Printed name and title                                                             |                      |
| Ashley Salinas- Contract Management                                                |                      |
| Contact name and title                                                             |                      |
| a.salinas@dell.com                                                                 | +17743504802         |
| Contact email address                                                              | Contact phone number |

**CERTIFICATION:** By signature in the above, Contractor certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order Nos. 2023-09, 2023-01, 2009-9, and A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; failure to provide a valid signature affirming the stipulations required by this clause may void the Contract;
3. Has not signed the Contract with a false statement, which will void the Contract and may subject Contractor to legal penalties under law;
4. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by any federal entity, or state or local government.

### CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

The Contractor is now bound to sell the Materials or Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein. The Contract shall henceforth be referred to as Contract No. CTR068890 with an effective date of 2/8/2024. The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this **8th** day of **February** **2024**



Authorized Procurement Officer signature

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|  | <b>Exhibit A – (RESERVED)</b>                                   |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

**Exhibit A – (RESERVED)**

Add exhibits as necessary. Use “Section Break (Next Page)” to separate documents.

Exhibits can include any maps, timelines, pricing, catalogs, or other documents pertinent to the Contract to make this document complete and not currently detailed in the Scope of Work.

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|  | <b>Attachment A, Part 1:<br/>Special Terms and Conditions</b>   |  | Arizona Department of<br>Administration<br>State Procurement Office |
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### Attachment A, Part 1: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

#### 1.0 Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

- 1.1 Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.*
- 1.2 Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tpt>
- 1.3 Contract: For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.
- 1.4 Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.5 Contractor: The entity identified on the State of Arizona Participating Addendum signature block who has entered into the Contract with the State.
- 1.6 Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.7 Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

*NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any*

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*nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.*

1.8 Eligible Agency:

1.8.1 If the Special Terms and Conditions indicate that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein.

1.8.2 If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

1.8.3 If the Special Terms and Conditions indicate that the Contract is a “cooperative” contract available for use by Co-Op Buyers, then “Eligible Agency” means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.9 Master Agreement: Master Agreement refers to the Master Agreement Name and Number listed in section 1.1 of the Scope of Work and Participation Section of the Participating Addendum in its entirety, including any Amendments to the Master Agreement.

1.10 Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an “Order”: “Purchase order,” “task order,” “service order,” or “job order”.

1.11 The State’s eProcurement System: The State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State’s eProcurement System—The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

[https://spo.az.gov/sites/default/files/documents/files/TB\\_020\\_APP\\_20181024.pdf](https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf)

1.12 State: With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for

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a given Order, “State” means each Eligible Agency or Co-Op Buyer who has issued the Order.

- 1.13 State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.14 Participating Addendum: Participating Addendum refers to this agreement, including any Exhibits, Supplements, and Attachments to this agreement, between the State and Contractor to modify the Master Agreement as described herein.
- 1.15 Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

## 2.0 Contract Interpretations

- 2.1 Usage. Where the Contract:
  - 2.1.1 assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
  - 2.1.2 uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

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- 2.1.3 uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4 uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;
- 2.1.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

## 2.2 Contract Order of Precedence

- 2.2.1 Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- 2.2.2 Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.
- 2.2.2.1 State of Arizona Participating Addendum, including all Attachments and Exhibits, in the following order:
- 2.2.2.1.1 Special Terms and Conditions, as modified by Supplements to the Special Terms and Conditions;
  - 2.2.2.1.2 Exhibits to the Special Terms and Conditions;
  - 2.2.2.1.3 Uniform Terms and Conditions;
  - 2.2.2.1.4 Participating Addendum Scope of Work;
  - 2.2.2.1.5 Exhibits to the Participating Addendum Scope of Work;

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- 2.2.2.1.6 Participating Addendum Specifications; and
- 2.2.2.1.7 Any other documents referenced or included in the Participating Addendum.
- 2.2.2.2 Master Agreement, including all Addenda, in the order of precedence stated therein; and
- 2.2.2.3 Orders, in reverse chronological order.

### 3.0 Contract Administration and Operation

- 3.1 Term of Contract. The term of the Contract will commence on the date indicated in the State of Arizona Participating Addendum signature block and continue through June 30, 2025 unless canceled, terminated, or permissibly extended.
- 3.2 Contract Extensions. State may, at its discretion, request for a mutual agreement to extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3 Notices and Correspondence
  - 3.3.1 To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
  - 3.3.2 To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:  
  
 Arizona Department of Administration  
 State Procurement Office  
 1802 W. Jackson, #100,  
 Phoenix, AZ 85007

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3.3.3 Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4 Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1 extension of the term of the Contract within the maximum aggregate term; or

3.4.2 modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

3.5 Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

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3.6.2 Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3 Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually endeavor to require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4 Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. The aforementioned shall be accomplished without the requirement for Contractor to implement any unreasonable additional operational processes. For the purpose of this paragraph, "reasonable times" are during normal business hours and reasonable frequency, in such a manner so as to not unreasonably interfere with normal business activities.

### 3.7 Subcontract

3.7.1 Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment D – List of Subcontractors. Agreeing to them being included signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2 Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with

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any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

- 3.7.3 Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

### 3.8 Orders

- 3.8.1 Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.
- 3.8.2 Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.
- 3.8.3 Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and

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complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

- 3.8.4 No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.8.5 Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.
- 3.9 Order Cancellations. State may cancel Orders after issuance but prior to Contractor's formal acknowledgement of the Order. The same method used for ordering will be used for cancellation.
- 3.9.1.1
- 3.9.2 State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.
- 3.9.3 State shall be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.
- 3.10 The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.
- 3.10.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

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<https://spo.az.gov/suppliers/usage-reporting>

- 3.10.2 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
- 3.10.3 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate prior to January 1, 2024, is one (1%) percent. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State’s sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

<https://spo.az.gov/suppliers/usage-reporting>.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.10.4 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Quarterly Usage Reports will be submitted in accordance with program procedures 30 days after end of each calendar quarter. Quarterly Usage Reports shall be submitted via the portal provided by the State Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9 if it is not cured. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>.

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3.10.5 Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State’s eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State’s eProcurement System and if it does so the rejection will be void.

3.10.6 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.

3.11 Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State’s eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

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- 3.11.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;
- 3.11.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;
- 3.11.3 As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
- 3.11.4 As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

### 3.12 Work on State Premises

- 3.12.1 Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.12.2 Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Subject to the Limitations of Liability, Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of

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operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

### 3.13 Transitions

- 3.13.1 During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.
- 3.13.2 Eligible Agency or Co-Op Buyer's representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 3.13.3 RESERVED [for additional transition needs including, but not limited to, the transfer of any required data]

## 4.0 Costs and Payments

- 4.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as agreed to in the Master Agreement and modified by this Participating Addendum.
- 4.1.1 Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

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4.1.2 Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.1.3

4.2 Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.3 Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Contract execution.

4.4 Invoicing

4.4.1 Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

4.4.2 Minimum Invoice Requirements. Every invoice shall include the following information:

- 4.4.2.1 Bill-to name and address;
- 4.4.2.2 Contractor name and contact information;
- 4.4.2.3 Remit-to address;
- 4.4.2.4 Invoice number and date;
- 4.4.2.5 State contract number;
- 4.4.2.6 Order number (APP PO number);
- 4.4.2.7 Material or Service description (itemized);
- 4.4.2.8 Date(s) Services were performed or Materials were delivered;
- 4.4.2.9 Applicable payment terms;
- 4.4.2.10 Quantity delivered or performed;

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- 4.4.2.11 Line item unit of measure;
- 4.4.2.12 Item price;
- 4.4.2.13 Extended pricing;
- 4.4.2.14 Receipt for pass-through expenses (if applicable);
- 4.4.2.15 Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
- 4.4.2.16 Mailing fees (if applicable); and
- 4.4.2.17 Total invoice amount due.

**4.4.3 No Invoice Without Authorization.** Contractor shall not seek payment for any:

- 4.4.3.1 Materials or Services that have not been authorized on an acknowledged Order;
- 4.4.3.2 Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 4.4.3.3 Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

**4.4.4 Submitting Invoices.** Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

**4.4.5 Defective Invoices.** Without prejudice to its other rights under the Contract or further obligation to Contractor.

- 4.4.5.1 The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
- 4.4.5.2 Invoices will be deemed materially defective if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.
- 4.4.5.3 The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a materially defective invoice unless and until Contractor has re-submitted it free of defects.

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#### 4.5 Payments

- 4.5.1 **Payment Deadline.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
- 4.5.2 **Payments Only To Contractor.** Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.
- 4.5.3 **Payment.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.
- 4.5.4 **Joint Checks or Direct Pay.** Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.5.5 **Recovery of Overpayment.** If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and, may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.5.6 **Purchasing Card.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor.

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Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.

- 4.5.7 Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

#### 4.6 Applicable Taxes

- 4.6.1 Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract or Pricing Document, all prices therein are exclusive of Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.6.2 Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

### 5.0 Contract Changes

#### 5.1 Assignment and Delegation

- 5.1.1 In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be

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given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

- 5.1.2 In Part. Subject to Special Terms and Conditions sections 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

## 6.0 Risk and Liability

- 6.1 Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

### 6.2 General Contractor Indemnification and Insurance Requirements

- 6.2.1 Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all third-party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such

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Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona. Contractor's duty to defend and indemnify under the Contract is contingent upon Indemnatee: (i) sending prompt written notice of the Claim to Contractor and taking reasonable steps to mitigate damages; (ii) granting Contractor the sole right to control the defense and resolution of the Claim; and (iii) cooperating with Contractor in the defense and resolution of the Claim and in mitigating any damages.

6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 **Insurance Requirements: Supplement A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

6.3 Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright,

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or trade secret by the Materials and the Services ("IP Claim") by paying by paying: (a) the resulting costs and damages finally awarded against State Indemnitees by a court of competent jurisdiction to the extent that such are the result of the third party IP Claim; or (b) the amounts stated in a written settlement negotiated and approved by Contractor. With respect to the defense and payment of claims under this subparagraph:

- 6.3.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.3.2 Contractor, with reasonable consultation from State, shall have sole control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise, provided that resolution does not require monetary payment or admission of fault/liability by State without its prior consent .
- 6.3.3 State may elect to participate in such action at its own expense; and
- 6.3.4 State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

**7.0** If Contractor is a public agency, this section 6.3 does not apply **Warranties**

- 7.1 Warranties and Requirements Related to Information Technology. Addendum B: Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

- 7.2 [FOR ADDITIONAL, CONTRACT-SPECIFIC WARRANTIES, if any]

**8.0** State's Contractual Remedies [RESERVED]

**9.0** Contract Termination [RESERVED]

**10.0** Contract Claims [RESERVED]

**11.0** Arbitration [RESERVED]

**12.0** General Provisions for Materials

- 12.1 Applicability. Section 12 applies to the extent the Work is or includes Materials.

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- 12.2 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.
- 12.3 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.
- 12.4 Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
- 12.5 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract. Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.
- 12.6 Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 12.7 Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls"

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hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.

- 12.8 **Delivery Time.** Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 3-5 days after receiving each Order. Expedited shipping is not included in standard pricing.
- 12.9 **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically
- 12.9.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
- 12.9.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
- 12.9.3 if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
- 12.9.4 if the Contract is for unrestricted mandatory statewide and cooperative use, then:
- 12.9.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
- 12.9.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
- 12.9.4.3 if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
- 12.10 **Conditions at Delivery Location.** If Contractor is delivering products or services, then Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions,

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access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.

- 12.11 **Materials Acceptance.** State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe mutually agreed upon with the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement. Materials will be deemed accepted after 31st day after delivery of Product or completion of Services
- 12.12 **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.
- 12.13 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
- 12.14 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

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12.15 Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

12.16 Returns. State may, with approval from Contractor, return for credit, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If approved, you will receive a credit return authorization (CRA) number from Dell. CRA shall not be unreasonably withheld. Any product returned to Dell without a CRA number from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. Your refund or credit may be reduced by the cost of shipping and handling fees, any applicable restocking fees (described later in this policy), or both. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, after reasonable notice to the Contractor offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract. Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment. Ship your return in time for us to receive it within 30 days of authorization or your refund or credit may be reduced or eliminated. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. All returns must be made in the same country in which the purchase was made.

12.16.1 Exclusions: You cannot return software at any time, unless the software you are authorized to return is:

12.16.1.1 An operating system or application that Dell installed on a returnable product that you are returning within that product's return period.

12.16.1.2 Software on physical media such as a DVD or CD that you have not opened or removed from its sealed package.

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12.16.1.3 Software delivered electronically for which you have not accepted the license agreement or other applicable terms.

12.16.2 Products that are not eligible for return at any time include:

12.16.2.1 APEX, servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products

12.16.2.2 Dell Wyse™ and Wyse-branded products

12.16.2.3 Non-Dell-branded hardware and software products

12.16.2.4 Customized products

12.16.2.5 Volume licenses:

12.16.2.6 Unless you have specifically agreed otherwise in your written agreement with Contractor, there is no right of return for software purchased under any type of volume license arrangement.

12.16.3 Contractor reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale, or other impermissible activity.

12.16.4 Re-stocking Fees: For returns initiated within the time period specified in this policy (meaning not initiated outside the 30 day return window), Contractor will provide return shipping labels at no cost to you and not charge a re-stocking fee if:

12.16.4.1 the product you are returning is defective..

12.16.4.2 you have to return a product because Dell made an error.

12.16.4.3 you are a consumer who purchased for personal use.

For all other permitted returns, Contractor may charge a re-stocking fee of 15% of the actual price you paid for the product. That price does not include shipping and handling or sales tax. Typically, we deduct any re-stocking fee from the amount of your refund or credit.

12.16.5 After you get a credit return authorization (CRA) number from Dell:

12.16.5.1 All products should be in as-new condition. In particular, review “A note about operating systems” at the end of this policy.

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12.16.5.2 Back up any data you might have stored on your product and then delete it.

12.16.5.3 Remove all confidential, proprietary, and personal information.

12.16.5.4 Also remove any media such as flash drives, CDs, or PC cards and any cables or port devices that did not come with the product you are returning.

12.16.5.5 Ship all products that you are returning to Contractor, and for which you received a CRA number, within 30 days of the date that Contractor authorizes your return.

12.16.5.6 Return all products, along with all media, documentation, and other items that Contractor included in your original shipment, in their original packaging.

12.16.5.7 If you are returning a TV, you must return it in the original packaging. This includes the box and protective cushioning. If you do not have the original packaging, you must provide your own packaging that is equal to or better than the structural and cushion protection of the original packaging.

12.16.5.8 If you are a commercial customer, you must ship the products at your expense. If you do not insure the shipment, you accept the risk of loss or damage during shipment.

12.16.5.9 Remember that for partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.

12.16.5.10 Also remember that Contractor is not responsible for any confidential, proprietary, or personal information you leave on a returned product. We also are not responsible for lost or corrupted data, or for any damaged or lost removable media or devices you might include with your return.

#### 12.16.6 Notes

12.16.6.1 Operating Systems: Systems configured with an Intel® 8th-generation or later CPU are designed to run optimally with the Microsoft Windows 11 operating system. Removing the factory-installed operating system to run a non-Windows 11 operating system (such as Windows XP or Windows 10) may make the product ineligible for return to Dell for a refund. It also can

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cause system instability and performance issues that your warranty, support, or service agreements may not cover.

12.16.6.2 Promotional Items: Refunds or credits for a product you purchased in a bundle or during a promotion can get a little complicated. Depending on the promotion, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

12.17 Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.

12.18 Hazardous Materials. Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the United States Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

### 13.0 General Provisions for Services

13.1 Applicability. Article 13 applies to the extent the Work is or includes Services.

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- 13.2 Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.
- 13.3 Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.
- 13.4 Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.
- 13.5 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.
- 13.6 Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve

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Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities. Requirements at Location of Services

13.6.1 Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

13.6.2 If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.

13.7 Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.

13.8 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

13.8.1 Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

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13.8.2 State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.

13.8.3 Contractor shall take the necessary action(s) to avoid any like failures in the future.

#### **14.0 Data and Information Handling**

14.1 Applicability. Article 14 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

14.2 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

14.2.1 Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

14.2.2 Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

14.3 Personally Identifiable Information. If applicable, without limiting the generality of paragraph 14.2, Contractor warrants that it will protect any personally identifiable information ("PII")

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belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

14.3.1 PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

14.3.2 "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at: <https://dpclld.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at: [https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

14.4 Protected Health Information. If applicable, Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

14.4.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

14.4.2 where applicable to the transaction and required by law, Contractor will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and

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14.4.3 will sign any documents, upon mutual agreement, that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

**15.0** NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html> Information Technology Work

15.1 Applicability. Article 15 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. §18-101(6) "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

15.2 Background Checks. Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

### 15.3 Information Access

15.3.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

15.3.2 Individual Measures. If identified in a Statement of Work issued under this Contract, Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State Issued access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall, on request, provide a

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current register of the State Issued access IDs and passwords and corresponding access levels currently assigned to its personnel.

15.3.3 Access Control. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

#### 15.4 Pass-Through Indemnity

15.4.1 Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

15.4.2 Notification of Claims. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

15.4.3 State reserves the right to elect to participate in the action at its own expense;

15.4.4 State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

15.4.5 State shall in any case cooperate in the defense and any related settlement negotiations.

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15.5 Systems and Controls. In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

15.6 Redress of Infringement

15.6.1 Replace, License, or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor may, at its sole cost and expense and in consultation with State, either:

15.6.1.1 replace any infringing items with non-infringing ones;

15.6.1.2 obtain for State the right to continue using the infringing items; or

15.6.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

15.6.2 Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable contractor will refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software. Exceptions. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

15.6.2.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

15.6.2.2 operation of Materials with any operating software other than that supplied by Contractor;

15.6.2.3 Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party or

15.6.2.4 combination or use with other third party products.

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## 15.7 First Party Liability Limitation

15.7.1 Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to three (3) times the purchase price of the specific Materials or Services giving rise to the claim subject to a fixed cap of USD \$5M (five million US dollars).

15.7.2 Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

- 15.7.2.1 Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;
- 15.7.2.2 claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or
- 15.7.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

15.7.3 Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 15.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

15.8 No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not. Information Technology Warranty

15.8.1 Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality

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material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

15.8.1.1 modified or altered by anyone not authorized by Contractor to do so;

15.8.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

15.8.2 operated in a manner not within its intended use or environment. COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

15.8.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

15.8.2.2 the Contractor warrants that it will not knowingly deliver COTS software that contains viruses, backdoors, worms, spyware. it will provide a new or clean install of any COTS software that contains harmful code.

15.8.3 Payment has no Effect. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

15.9 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 15.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 15.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

15.10 Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and

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members of the public who are not individuals with disabilities. Notwithstanding the aforementioned, the following should be understood that Contractor defers compliance to the manufacturer of any COTS purchased.

15.11 Cloud Applications. The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.

15.11.1 Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/information-security-policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

15.11.2 Upon request, Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

15.11.3 Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

**16.0** Agency Specific Terms and Conditions: (Add as needed or required.)

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## Supplement A - Contractor Insurance Requirements

### Insurance Requirements

#### 1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all third-party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. Contractor's duty to defend and indemnify under the Contract is contingent upon Indemnatee: (i) sending prompt written notice of the Claim to Contractor and taking reasonable steps to mitigate damages; (ii) granting Contractor the sole right to control the defense and resolution of the Claim; and (iii) cooperating with Contractor in the defense and resolution of the Claim and in mitigating any damages.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 1.2 Insurance Requirements

1.2.1 Contractor shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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- 1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

### 1.3 **Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to insurable liability assumed by the Contractor under this Agreement.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles

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used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - a. Policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
  - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

#### 1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

## **1.5 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

## **1.6 Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## **1.7 Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All such certificates of insurance and policy endorsements, if applicable, must be received by the State before work commences. The State's receipt of any certificates of insurance

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that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract..

1.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance.

## **1.8 Subcontractors**

Contractor's shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the relevant industry The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have coverage.

## **1.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

## **1.10 Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## **Supplement B - Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures**

### **1. Security Standards**

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|  | <b>Supplement B to the Special Terms and Conditions</b>         | Arizona Department of<br>Administration<br>State Procurement Office |
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- 1.1. Security of the State's systems and data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall reasonably comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
- 1.2. Contractor shall reasonably follow the correct, current version of these policies, standards, and procedures. The current website for some of these policies, standards, and procedures is: [Information Technology Policies, Standards and Procedures](#). Note that all links in this Supplement are provided for convenience only.
- 1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

## 2. Security Framework

- 2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
- 2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. If required, all Contractors must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
- 2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.
- 2.4. Other forms of CyberSecurity Frameworks (CSF), Trust Documents, Self Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

## 3. Additional Security Requirements

- 3.1. Contractor shall reasonably comply with all security requirements requested by the State.

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3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/file/4357>, and reasonably mitigate gaps or install compensating controls for any issues of concern identified by State that directly effect the Services provided.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP's, or written IT policies will not be considered.

3.2.3.2. Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.

3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: [AsetAssurance@azdoa.gov](mailto:AsetAssurance@azdoa.gov) to make special arrangements for the transfer of these documents.

3.2.4. If applicable, Contractor shall complete and submit an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contracts are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: <https://azdohs.gov/file/4356>.

3.3. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

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- 3.4. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):
- 3.4.1. State of Arizona statewide policies, standards and procedures: <https://azdohs.gov/information-technology-it-policies-standards-and-procedures>;
  - 3.4.2. Federal Information Security Modernization Act of 2014 (FISMA): <https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>;
  - 3.4.3. OMB Circular A-130: <https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>;
  - 3.4.4. National Cyber Strategy of the United States of America: <https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>;
  - 3.4.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>;
  - 3.4.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
  - 3.4.7. Criminal Justice Information Services Security Policy (CJIS): <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>;
  - 3.4.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>;
  - 3.4.9. A.R.S. Title 41, Chapter 41. Arizona Department of Homeland Security;
  - 3.4.10. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: <https://www.azleg.gov/arsDetail/?title=18>;
  - 3.4.11. A.R.S. §18-105 - Statewide Information Security and Privacy Office (SISPO): <https://www.azleg.gov/viewdocument/?docName=http%3A/www.azleg.gov/ars/18/00105.htm>;
  - 3.4.12. A.R.S. §18-551 - Definitions Information Security Including PII: <https://www.azleg.gov/ars/18/00551.htm>;
  - 3.4.13. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>;

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- 3.4.14. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: <https://aset.az.gov/node/192>;
- 3.4.15. SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>;
- 3.4.16. State Environmental policies: <https://azdeq.gov/LawsAndRules>;
- 3.4.17. Family Education Rights Privacy Act (FERPA): <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn>;
- 3.4.18. Driver's Privacy Protection Act (DPPA): <https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;
- 3.4.19. Incident Response Reporting program and system: [https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning\\_Sept2018\\_0.pdf](https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf);
- 3.4.20. Privacy Incident Reporting policy and standards: <https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf>;
- 3.4.21. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>; and
- 3.4.22. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org>.

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|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                                        |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services                |  |                                                                     |

#### **Attachment A, Part 2: Uniform Terms and Conditions 10.4**

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
  - 1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
  - 1.2. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.4. "Contractor" means any person who has a Contract with the State.
  - 1.5. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
  - 1.6. "Days" means calendar days unless otherwise specified.
  - 1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
  - 1.8. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.9. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 1.10. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.11. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

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|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                                        |  |                                                                     |
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- 1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

## 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits; then
  - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

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|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> |  | Arizona Department of<br>Administration<br>State Procurement Office |
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- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Contract Administration and Operation
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract, . All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

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|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                                        |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services                |  |                                                                     |

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
- 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product that consist of reports, analyses, scripts, code or other work results that Contractor delivers to the State within the framework of fulfilling obligations under this Contract ("Deliverables") as and when it was delivered to State.
- 3.9.2. "Government Purpose Rights" are:

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|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> | Arizona Department of<br>Administration<br>State Procurement Office |
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- 3.9.2.1. the, irrevocable, royalty free, non-exclusive, non-transferable right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party (without the right to sublicense);
- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the

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Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.13. Offshore Performance of Work Involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Certifications Required by State Law.
- 3.15.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
- 3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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#### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
  - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State 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.
  - 4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
  - 4.6.1. Accept a decrease in price offered by the Contractor;

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4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

## 5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible

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property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority,

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and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;

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- 7.2.2. Equipment. Contractor warrants that Equipment, and Equipment upgrades installed into Equipment, when purchased from Contractor and operated with normal usage and regular recommended service, shall be free from material defects in materials and workmanship, and perform substantially in accordance with the then- current, generally available, written user manuals and online help and guides (collectively "Documentation") provided by Contractor for Equipment until the expiration of the warranty period. Unless otherwise noted by Contractor , the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment.;
- 7.2.3. Software. Contractor warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Contractor will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Contract Vendor does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Purchasing Entity's requirements.
- 7.2.4. The warranty period for Products shall be one year. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Purchasing Entity is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.
- 7.2.5. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.6. Adequately contained, packaged, and marked as the Contract may require; and
- 7.2.7. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.2.8. Any warranty, damages or indemnity claims against Contractor in relation to Third Party Products are expressly excluded
- 7.2.9. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Purchasing Entity or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Contractor's control; (iii) installation, operation or use not in accordance with Contractor's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Contractor or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to

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normal wear and tear. Contractor has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the installation site without Contractor's consent or whose original identification marks have been altered or removed.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Conform to or perform in a manner consistent with current industry standards; and

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. If applicable, Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state

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statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
- 7.10.1.1. Identification of response personnel by name;
- 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
- 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
- 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
- 7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

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7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

### 8.2. Stop Work Order.

8.2.1. The State 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services,

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the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all

|                                                                                   |                                                                                |                                                                     |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>Attachment A, Part 2: State of Arizona<br/>Uniform Terms and Conditions</b> | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                                        |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services                |                                                                     |

Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

|                                                                                   |                                                                 |  |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|---------------------------------------------------------------------|
|  | <b>Attachment D – List of Subcontractors</b>                    |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

**Attachment D: List of Subcontractors**

State may demand additional information about proposed Subcontractors as a precondition of Award.

| No. | Name and contact information        | Small business  | Work to be performed and QA/QC measures        | % |
|-----|-------------------------------------|-----------------|------------------------------------------------|---|
| 1.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 2.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 3.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 4.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 5.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 6.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 7.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 8.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 9.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>Attachment B: Participation in Boycott of Israel</b>         | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

Attachment B: Participation in Boycott of Israel

Please note that if any of the following apply to this Contract, then the Contractor shall select the “Exempt Contract or Contractor” option below:

- The Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. “Boycott” means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:  
(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.  
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. “Company” means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. “Public entity” means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 et seq., all Contractors must select one of the following:

- ☒ The Contractor does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- ☐ The Contractor does participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.
- ☐ **Exempt Contract, or Contractor.**  
Indicate which of the following statement(s) applies to this Contract:

☐ Contract has an estimated value of less than \$100,000;

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

|                      |                                        |                                                                            |
|----------------------|----------------------------------------|----------------------------------------------------------------------------|
| Dell Marketing, L.P. | Abhinandan.Tiwari                      | Digitally signed by Abhinandan.Tiwari<br>Date: 2024.02.08 00:56:40 +05'30' |
| Contractor Name      | Signature of Person Authorized to Sign |                                                                            |
| One Dell Way         | Abhinandan Tiwari                      |                                                                            |
| Address              | Printed Name                           |                                                                            |

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>Attachment B: Participation in Boycott of Israel</b>         | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

ROUND ROCKTX78682Senior Analyst, Sales Operations

|      |       |     |       |
|------|-------|-----|-------|
| City | State | Zip | Title |
|------|-------|-----|-------|

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>Attachment C: Forced Labor of Ethnic Uyghurs Ban</b>         | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

### Attachment C: Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- ☒ The Contractor does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
  - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
  - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Contractor does use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor: Select all statements that apply to the Contractor:**

- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Dell Marketing LP

Contractor Name

One Dell Way,

Address

*Abhinandan Tiwari*

Signature of person authorized to sign

Abhinandan Tiwari, Senior Analyst

Printed name and title

|                                                                                   |                                                                 |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------|
|  | <b>Attachment C: Forced Labor of Ethnic Uyghurs Ban</b>         | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |                                                                     |

|                       |                       |                      |
|-----------------------|-----------------------|----------------------|
| ROUND ROCK, TX, 78682 | A.Salinas@dell.com    | 512-542-1237         |
| City, State, ZIP      | Contact email address | Contact phone number |

|                                                                                   |                                                                 |  |                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------|--|---------------------------------------------------------------------|
|  | <b>Attachment D – List of Subcontractors</b>                    |  | Arizona Department of<br>Administration<br>State Procurement Office |
|                                                                                   | Contract No.: CTR068890                                         |  |                                                                     |
|                                                                                   | Description: Computer Equipment, Peripherals & Related Services |  |                                                                     |

**Attachment D: List of Subcontractors**

State may demand additional information about proposed Subcontractors as a precondition of Award.

| No. | Name and contact information        | Small business  | Work to be performed and QA/QC measures        | % |
|-----|-------------------------------------|-----------------|------------------------------------------------|---|
| 1.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 2.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 3.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 4.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 5.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 6.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 7.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 8.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |
| 9.  | [Name]<br><br>[Contact information] | Yes<br>or<br>No | [Work to be performed]<br><br>[QA/QC measures] | X |



## Purchase Requisition

**Req. Number****172550****Req. Date: 2/19/2025****Page: 1 of 1**

| Department Contact:                                                                                                                  | Ship to:                                                                                   | Supplier:                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| VALLE PENUELAS, LESLY LIBIER<br><br>Phone: -<br>Branch Plant: PW-HUMAN RESOURCES-HURF<br>Fund Source: LANDFILL/ADEQ WASTE TIRE GRANT | PUBLIC WORKS- ADMIN OFFICES<br><br>85 N. FLORENCE ST<br>2ND FLOOR<br><br>FLORENCE AZ 85132 | VANGUARD TRUCK CENTER OF PHOENIX<br>2402 S. 19TH AVE<br>PHOENIX AZ 85009<br><br>Phone: 800 - 352-5330<br>Fax: 602 - 258-5905 |

|                                                                                                                                                       |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Buyer:</b> Maegan Queen, Buyer<br><b>Phone:</b> 520 - 866-6265<br><b>Email:</b> <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a> | <b>Requested Delivery Date:</b> 2/19/2025<br><b>Payment Terms:</b> Net 30<br><b>Shipping Terms:</b> FOB Destination |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** Sourcewell  
**Contract Number** 060920-MAK  
**Contract Expiry** 8/1/2025

**Reference:**

1/28/2025 - 2025 Mack GR64FR Roll Off Truck

Vendor Contact: Mark Fernandez 623.414.0545 [Mark.Fernandez@vanguardtrucks.com](mailto:Mark.Fernandez@vanguardtrucks.com)

Department Contact: Jim Stalter (520)866-7037 [Jim.Stalter@pinal.gov](mailto:Jim.Stalter@pinal.gov) | Michele Kim (520)866-6453 [Michele.Kim@pinal.gov](mailto:Michele.Kim@pinal.gov)

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

| Line | Quantity | UOM | Item Number | Item Description                             | Unit Cost    | Extended Cost |
|------|----------|-----|-------------|----------------------------------------------|--------------|---------------|
| 1.00 | 1.00     | EA  | GR64FR      | 2025 Mack GR64FR Roll Off Truc               | \$156,425.00 | \$156,425.00  |
| 2.00 | 1.00     | EA  | U5-OR-174   | Galbreath U5-OR-174 - 22' 60K Roll Off Hoist | \$81,311.05  | \$81,311.05   |
| 3.00 |          | LS  |             | Tax                                          | \$0.00       | \$20,445.30   |

**Total Order: \$258,181.35**



**Vanguard Truck Centers**  
2402 S. 19th Ave Phoenix, AZ 85009  
602.258.4500

## New Vehicle Quotation Form

1/28/2025

(DATE)

**Pinal County Public Works**

(PURCHASER)

**Jim Stalter**

(Contact)

**3535 E Hunt Hwy**

(ADDRESS)

**520.251.2259**

(Telephone)

**San Tan Valley, AZ 85143**

(CITY, STATE, ZIP)

**jim.stalter@pinal.gov**

(Email)

|                                         |        |            |
|-----------------------------------------|--------|------------|
| Base Sales Price                        | \$     | 156,425.00 |
| Discount                                | \$     | 0.00       |
| We Owe <i>11022000 garts</i>            | \$     | 81,311.05  |
| Warranty                                | \$     | 0.00       |
| Misc.                                   | \$     | 0.00       |
| Trade Allowance                         | ( \$ ) | 0.00       |
| Adjusted Sales Prices                   | \$     | 237,736.05 |
| Federal Retail Excise Tax               | \$     | 0.00       |
| Sales Tax                               | \$     | 20,445.30  |
| TAVT or VIT                             | \$     | 0.00       |
| Out of State Sales Tax                  | \$     | 0.00       |
| Emissions Surcharge                     | \$     | 0.00       |
| License Fee: Type <u>0</u> Wt. <u>0</u> | \$     | 0.00       |
| Outbound Freight                        | \$     | 0.00       |
| Doc Fee                                 | \$     | 0.00       |
| Total Price pre Truck                   | \$     | 258,181.35 |
| Total Del. Price for <u>1</u> Vehicles  | \$     | 258,181.35 |

|              |                                  |
|--------------|----------------------------------|
| Make         | <b>Mack</b>                      |
| Year & Model | <b>2025 GR64FR</b>               |
| VIN #        | <b>0</b>                         |
| Engine       | <b>MP7 395C 1550lbft</b>         |
| Transmission | <b>mDrive 13 Speed Overdrive</b> |
| Fr. Axle     | <b>20,000</b>                    |
| Rr. Axle     | <b>46,000</b>                    |
| Suspension   | <b>mRide Parabolic 3-leaf</b>    |
| Ratio        | <b>3.25</b>                      |
| Wheelbase    | <b>275"</b>                      |
| Color        | <b>Glacier White</b>             |
| Other        |                                  |
| Other        |                                  |
| Other        |                                  |

### Additional Comments:

PTO/Pump installed at factory

Sourcewell Pricing

060920-MAK

### Warranty Information

|                        |    |      |
|------------------------|----|------|
| 1 Warranty Description | \$ | 0.00 |
| 2                      | \$ | 0.00 |
| 3                      | \$ | 0.00 |
| 4                      | \$ | 0.00 |
| 5                      | \$ | 0.00 |
| Total Warranty         | \$ | 0.00 |

**Thank you for allowing me to quote your trucking needs!**

# NORWOOD EQUIPMENT INC.

511 E Mohave Street  
Phoenix, AZ 85004  
Phone 602-254-0644 Fax 602-253-4100

## QUOTATION

DATE: 10/7/2024

[illegible]

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor and/or Vendor's participating independent dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor and/or Vendor's participating independent authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor and/or Vendor's participating independent authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor and/or Vendor's participating independent authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's participating independent authorized dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

## Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

## Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

## Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

## Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by

Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcwell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

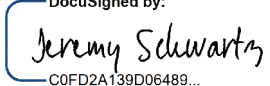
## **24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

\*\*\* Signature Page Follows \*\*\*

060920-MAK

Sourcewell

DocuSigned by:  
  
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By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
8/14/2020 | 11:29 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
8/14/2020 | 11:32 AM CDT  
Date: \_\_\_\_\_

Mack Trucks, Inc.

DocuSigned by:  
  
6DB295A6AB04410...

By: \_\_\_\_\_  
Jonathan Randall  
Title: VP Sales & Marketing  
8/14/2020 | 11:08 AM CDT  
Date: \_\_\_\_\_

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Mack Trucks

Does your company conduct business under any other name? If yes, please state: No

Address: 7825 National Service Rd.  
Greensboro, North Carolina 27409

Contact: Scott Miller

Email: scott.miller@macktrucks.com

Phone: 336-662-7683

Fax: 336-291-9102

HST#: 52-1582040

## Submission Details

Created On: Monday April 20, 2020 09:39:05

Submitted On: Tuesday June 09, 2020 07:58:55

Submitted By: Scott Miller

Email: scott.miller@macktrucks.com

Transaction #: dc05678d-77e6-4c6e-8755-b9a4476ba1ce

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                                  | Response *                                                                                                                                                                                                                                 |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):                                                                                                                                                                                                                                       | Mack Trucks, Inc.                                                                                                                                                                                                                          | * |
| 2         | Proposer Address:                                                                                                                                                                                                                                                                         | 7825 National Service Road, Greensboro, NC 27409                                                                                                                                                                                           | * |
| 3         | Proposer website address:                                                                                                                                                                                                                                                                 | www.macktrucks.com                                                                                                                                                                                                                         | * |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone)<br>(The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409<br>jonathan.randall@macktrucks.com                                                                                                                | * |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                               | Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409<br>scott.miller@macktrucks.com                                                                                                                 | * |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                        | Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409<br>Darren.Jones@macktrucks.com<br><br>Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409<br>edward.schnake@macktrucks.com |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States.<br><br>Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about \$45.7 billion. | * |
| 8         | What are your company's expectations in the event of an award?                                                                                                                       | Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST>10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST>10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.                                                            | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about \$45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 10 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 11 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages.</p> <p>Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.</p> | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | <p>2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing.</p> <p>2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model.</p> <p>2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes.</p> <p>2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films.</p> <p>2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis.</p> <p>2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production.</p> <p>2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.</p> | * |
| 17        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | 10.6% of its sales were to the governmental sector in the last three years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 18        | What percentage of your sales are to the education sector in the past three years                                                                                              | Less than 1% of its sales were to the education sector over the last three years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 19        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 20        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents)</p> <p>Sales volumes on the GSA contract are as follows:<br/> 2017 125 units totaling \$14.3M<br/> 2018 47 units totaling \$5.4M<br/> 2019 140 units totaling \$19.6M</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *     | Contact Name * | Phone Number * |   |
|-------------------|----------------|----------------|---|
| State of Utah DOT | Troy Starley   | 801-965-4470   | * |
| City of Detroit   | Bill Webster   | 313-628-1148   | * |
| Missouri DOT      | Roy Hogsett    | 660-385-8274   | * |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name    | Entity Type * | State / Province * | Scope of Work *                                                                                                                        | Size of Transactions * | Dollar Volume Past Three Years * |   |
|----------------|---------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------|---|
| Agencies in NY | Government    | New York - NY      | We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others. | 635 trucks             | \$184,116,980                    | * |
| Agencies in PA | Government    | Pennsylvania - PA  | Chassis for snow plows                                                                                                                 | 363 trucks             | \$36,772,989                     | * |
| Agencies in TN | Government    | Tennessee - TN     | Chassis for snow plows and dump trucks                                                                                                 | 203 trucks             | \$21,390,110                     | * |
| Agencies in AL | Government    | Alabama - AL       | Chassis for dump trucks and tractors to haul dump trailers.                                                                            | 184 trucks             | \$21,650,912                     | * |
| Agencies in UT | Government    | Utah - UT          | Chassis for snow plows                                                                                                                 | 152 trucks             | \$14,828,208                     | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                          | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 23        | Sales force.                                                                                                                                                                                                                                                                                                                                      | Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.                                                                                                                                                                                                                             | * |
| 24        | Dealer network or other distribution methods.                                                                                                                                                                                                                                                                                                     | Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.                                                                                        | * |
| 25        | Service force.                                                                                                                                                                                                                                                                                                                                    | Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.                                                                                         | * |
| 26        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                             | Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.                                                                | * |
| 27        | Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.                                                                                                                                                                                                             | In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members. | * |
| 28        | Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.                                                                                                                                                                                                                        | In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.              | * |
| 29        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                    | There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 30        | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcwell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcwell.                                                                                                                                                                                                                                 | * |
| 31        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                              | Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcwell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.                                                                                                                                                                                                                                                                   | * |

**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network.</p> <p>Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience.</p> <p>Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services.</p> <p>Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.</p> | * |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e-procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | <p>Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs.</p> <p>For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future.</p> <p>Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost \$1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max.</p> <p>Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, \$325.00 per Service Technician per day.</p> | * |
| 37 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                      | <p>Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | <p>Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity.</p> <p>Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation.</p> <p>Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.</p>                                        | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years.</p> <p>Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category.</p> <p>Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |

|    |                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a "Supplier Diversity" program and a "Small Business Office." Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships.</p> <p>Volvo Group's current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses).</p> <p>For further details on Volvo Group's initiatives in this area please contact:<br/> Barbara N. Tischler<br/> Volvo Group Purchasing, Business Improvement Leader<br/> T: +1.336.662.4622<br/> Email: barbara.tischler@volvo.com</p>                                                                                                                                                                                                                                                                                                                                     | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                 | <p>Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks' six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays.</p> <p>Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer.</p> <p>GuardDog Connect is an extension to Mack's World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.</p> | * |

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 42        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                               | Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                      | All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                              | Depending on the particular situation Mack Trucks may consider covering travel times and mileage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | * |
| 45        | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair? | Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.                                                                                                                                                                                                                                                                                                                                                                           | * |
| 46        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                       | Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.                                                                                                                                                                                                                          | * |
| 47        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                      | Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 48        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                         | Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcwell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 49        | What are your payment terms (e.g., net 10, net 30)?                                                                                                                                                                                                                                                                                                                           | Sourcewell Member payment terms will typically be the earlier of either net 30 days from date of Sourcewell Member customer invoice or receipt of Mack goods by Sourcewell Member.<br><br>Final Payment terms may be negotiated between the Sourcewell Member and Mack Trucks dealer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 50        | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?                                                                                                                                                                                                           | Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcewell lender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcewell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcewell member will process the Sourcewell members' purchase orders.<br><br>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcewell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels.<br><br>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted.<br><br>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program. | * |
| 52        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                                                                                                                                    | The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcewell member and the Mack dealer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | <p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements.</p> <p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p> <p>Attachments:<br/> "Sourcewell Member Mack Pricing Matrix.pdf"<br/> "Sourcewell Mack Proposal Example.pdf"<br/> "Sourcewell Mack Model List.pdf"</p> | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                | <p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                  | The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                          | <p>Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need.</p> <p>Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included.</p> <p>The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote.</p> <p>Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |

|    |                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>An equalized freight charge of \$2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This \$2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,450 to have CNG tanks installed.</p> <p>Any additional freight fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p> | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                  | <p>All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port.</p> <p>Any additional Freight Fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                            | <p>Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends.</p> <p>A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments                                         |
|-----------|---------------------------------------------------------------------|--------------------------------------------------|
| 61        | d. other than what the Proposer typically offers (please describe). | This pricing is exclusive to Sourcewell members. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 62        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | <p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p> |
| 63        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd &amp; Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.</p> |
| 65        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration.</p> <p>A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below what Classes of equipment are offered in this proposal.

| Line Item | Category or Type | Offered *                                                        | Comments                                                    |   |
|-----------|------------------|------------------------------------------------------------------|-------------------------------------------------------------|---|
| 66        | Class 8 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis. | * |
| 67        | Class 7 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Mack MD7 product.                                           | * |
| 68        | Class 6 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Mack MD6 product.                                           | * |
| 69        | Class 5 chassis  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | NA                                                          | * |
| 70        | Class 4 chassis  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | NA                                                          | * |

**Table 15: Industry Specific Questions**

| Line Item | Question                                                                                                                                                                           | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 71        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                        | The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 72        | Describe your company's offering in relation to alternative fuel sources, including electric or others.                                                                            | Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 73        | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings. | Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings. | * |
| 74        | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.                                                                            | More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
  - [Marketing Plan/Samples](#) - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
  - [Pricing](#) - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
  - [Additional Document](#) - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathan Randall, Vice-President of Sales & Marketing, Mack Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                                   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| <b>Addendum_11_Class_4-8_Chassis_RFP060920</b><br>Wed June 3 2020 07:52 AM  | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_10_Class_4-8_Chassis_RFP060920</b><br>Wed May 27 2020 03:40 PM  | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_9_Class_4-8_Chassis_RFP060920</b><br>Tue May 26 2020 02:51 PM   | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_8_Class_4-8_Chassis_RFP060920</b><br>Thu May 21 2020 01:21 PM   | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_7_Class_4-8_Chassis_RFP060920</b><br>Mon May 18 2020 03:30 PM   | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_6_Class_4-8_Chassis_RFP060920</b><br>Wed May 13 2020 04:40 PM   | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_5_Class_4-8_Chassis_RFP060920</b><br>Tue May 12 2020 10:00 AM   | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_4_Class_4-8_Chassis_RFP060920</b><br>Mon May 4 2020 01:24 PM    | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_3_Class_4-8_Chassis_RFP060920</b><br>Wed April 29 2020 03:45 PM | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_2_Class_4-8_Chassis_RFP060920</b><br>Wed April 22 2020 01:14 PM | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_1_Class_4-8_Chassis_RFP060920</b><br>Fri April 17 2020 12:32 PM | <input checked="" type="checkbox"/>                                | --    |



## Purchase Requisition

**Req. Number****172613****Req. Date: 2/20/2025****Page: 1 of 3**

| Department Contact:                                                                                                        | Ship to:                                                                                             | Supplier:                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| COMBS, CHRISTOPHER R<br><br>Phone: -<br>Branch Plant: IT-EXECUTIVE MANAGEMENT<br>Fund Source: COUNTY WIDE COMPUTER PROJECT | INFORMATION TECHNOLOGY DEPARTMENT<br><br>IT RECEIVING BLDG<br>75 N. MAIN STREET<br>FLORENCE AZ 85132 | HYE TECH NETWORK & SECURITY SOLUTIONS LL<br>4802 E RAY RD STE 23-414<br>PHOENIX AZ 85044<br><br>Phone: 520 - 488-9970<br>Fax: 480 - 247-4501 |

|                                                                                                                                                       |                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Buyer:</b> Maegan Queen, Buyer<br><b>Phone:</b> 520 - 866-6265<br><b>Email:</b> <a href="mailto:Maegan.Queen@pinal.gov">Maegan.Queen@pinal.gov</a> | <b>Requested Delivery Date:</b> 2/20/2025<br><b>Payment Terms:</b> Net 30<br><b>Shipping Terms:</b> FOB Destination |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

The terms and conditions of the following contract apply to this Purchase Order:

**Contract Entity** 1GPA  
**Contract Number** 23-414  
**Contract Expiry** 12/8/2025

**Reference:** Quote: 1066-337a

Vendor Contact: Scott Clore [sclore@hyetechnetworks.com](mailto:sclore@hyetechnetworks.com) | [sales@hyetechnetworks.com](mailto:sales@hyetechnetworks.com)

Department Contact: Chris Combs [chris.combs@pinal.gov](mailto:chris.combs@pinal.gov) | [itadmins@pinal.gov](mailto:itadmins@pinal.gov)

ALL SOFTWARE LICENSES MUST BE EMAILED TO: [ITLICENSES@PINAL.GOV](mailto:ITLICENSES@PINAL.GOV)

| Line  | Quantity | UOM | Item Number | Item Description               | Unit Cost  | Extended Cost |
|-------|----------|-----|-------------|--------------------------------|------------|---------------|
| 1.00  | 3.00     | EA  | 800-BCBC    | NCI Licenses                   | \$0.00     |               |
| 2.00  | 3.00     | EA  | 210-BHVB    | Dell XC760 Core Base           | \$2,908.12 | \$8,724.36    |
| 3.00  | 3.00     | EA  | 379-BDSR    | COMPUTER SYSTEMS/EQUIPMNT      | \$0.00     |               |
| 4.00  | 3.00     | EA  | 461-AAIG    | Trusted Platform Module 2.0 V3 | \$28.71    | \$86.13       |
| 5.00  | 3.00     | EA  | 634-BWZM    | Nutanix OS for AHV 1.0         | \$0.00     |               |
| 6.00  | 3.00     | EA  | 470-BBCF    | 2.5 Chassis with up to 24 NVMe | \$191.40   | \$574.20      |
| 7.00  | 3.00     | EA  | 338-CPBZ    | intel Xeon Silver 4514Y        | \$478.21   | \$1,434.63    |
| 8.00  | 3.00     | EA  | 379-BDCO    | Additional Processor Selected  | \$478.21   | \$1,434.63    |
| 9.00  | 3.00     | EA  | 412-ABCN    | Heatsink for 2 CPU configurati | \$41.48    | \$124.44      |
| 10.00 | 3.00     | EA  | 370-AAIP    | Performance Optimized          | \$0.00     |               |
| 11.00 | 3.00     | EA  | 370-BBRX    | 5600MT/s RDIMMs                | \$0.00     |               |
| 12.00 | 3.00     | EA  | 780-BCDO    | C30 No RAID for NVME chassis   | \$0.00     |               |
| 13.00 | 3.00     | EA  | 405-AACD    | No Controller                  | \$0.00     |               |
| 14.00 | 3.00     | EA  | 350-BCQB    | XC760 Core-24N QR Label        | \$1.01     | \$3.03        |
| 15.00 | 3.00     | EA  | 400-ABHL    | No Hard Drive                  | \$0.00     |               |

Req. Number

172613

Req Date: 2/20/2025

Page: 2 of 3

| Line  | Quantity | UOM | Item Number   | Item Description               | Unit Cost  | Extended Cost |
|-------|----------|-----|---------------|--------------------------------|------------|---------------|
| 16.00 | 3.00     | EA  | 384-BBBL      | Performance BIOS Settings      | \$0.00     |               |
| 17.00 | 3.00     | EA  | 800-BBDM      | UEFI BIOS Boot Mode with GPT P | \$0.00     |               |
| 18.00 | 3.00     | EA  | 750-ADGJ      | Very High Performance Fan x6   | \$86.71    | \$260.13      |
| 19.00 | 3.00     | EA  | 450-AJHG      | Dual Hot-Plug Power Supply Red | \$405.71   | \$1,217.13    |
| 20.00 | 3.00     | EA  | 330-BCDY      | Riser Config 11 2x8 FH Slots ( | \$335.70   | \$1,007.10    |
| 21.00 | 3.00     | EA  | 329-BJLR      | Motherboard supports ONLY CPUs | \$0.00     |               |
| 22.00 | 3.00     | EA  | 528-CTIC      | iDRAC9 Enterprise 16G          | \$141.81   | \$425.43      |
| 23.00 | 3.00     | EA  | 540-BCOC      | Broadcom 57414 Dual Port 1     | \$205.61   | \$616.83      |
| 24.00 | 3.00     | EA  | 540-BDOW      | LOM Blank                      | \$0.00     |               |
| 25.00 | 3.00     | EA  | 470-AEYU      | No Cables Required             | \$0.00     |               |
| 26.00 | 3.00     | EA  | 325-BFHX      | 2U Bezel Standard XC Core      | \$17.30    | \$51.90       |
| 27.00 | 3.00     | EA  | 403-BCRU      | BOSS-N1 controller card + w    | \$768.50   | \$2,305.50    |
| 28.00 | 3.00     | EA  | 470-AFMF      | BOSS Cables and Bracket for    | \$14.50    | \$43.50       |
| 29.00 | 3.00     | EA  | 350-BBYW      | Quick Sync 2 (At-the-box mgmt) | \$25.81    | \$77.43       |
| 30.00 | 3.00     | EA  | 379-BETF      | iDRAC Legacy Password for OCP  | \$0.00     |               |
| 31.00 | 3.00     | EA  | 379-BCQV      | iDRAC Group Manager Enabled    | \$0.00     |               |
| 32.00 | 3.00     | EA  | 379-BFCM      | iDRAC management traffic over  | \$0.00     |               |
| 33.00 | 3.00     | EA  | 770-BDRR      | Strain Relief Bar 2U           | \$8.18     | \$24.54       |
| 34.00 | 3.00     | EA  | 770-BEKK      | ReadyRails Sliding Rails (B21) | \$44.62    | \$133.86      |
| 35.00 | 3.00     | EA  | 750-ACOM      | Fan Foam HDD 2U                | \$0.00     |               |
| 36.00 | 3.00     | EA  | 631-AACK      | No Systems Documentation No Op | \$0.00     |               |
| 37.00 | 3.00     | EA  | 340-DCEP      | PowerEdge R760 Shipping        | \$14.21    | \$42.63       |
| 38.00 | 3.00     | EA  | 340-DJQY      | PowerEdge R760 Shipping Materi | \$43.21    | \$129.63      |
| 39.00 | 3.00     | EA  | 343-BBSV      | PowerEdge R760 CE Marking No C | \$0.00     |               |
| 40.00 | 3.00     | EA  | 898-0322      | ProSupport Next Business Day O | \$1,015.29 | \$3,045.87    |
| 41.00 | 3.00     | EA  | 898-0323      | ProSupport Next Business Day O | \$0.00     |               |
| 42.00 | 3.00     | EA  | 898-0346      | ProSupport 7x24 Technical Supp | \$1,090.98 | \$3,272.94    |
| 43.00 | 3.00     | EA  | 898-0350      | Dell Hardware Limited Warranty | \$0.01     | \$0.03        |
| 44.00 | 3.00     | EA  | 975-3461      | Dell Limited Hardware Warranty | \$0.00     |               |
| 45.00 | 3.00     | EA  | 989-3439      | Thank you choosing Dell ProSup | \$0.00     |               |
| 46.00 | 3.00     | EA  | 892-4715      | ProDeploy Plus Dell Storage XC | \$3,885.69 | \$11,657.07   |
| 47.00 | 3.00     | EA  | 817-BBBP      | None Required                  | \$0.00     |               |
| 48.00 | 12.00    | EA  | 40249         | 7m (23ft) Fiber Patch Cable, L | \$12.38    | \$148.56      |
| 49.00 | 12.00    | EA  | SFP-10G-SR-S= | 10GBASE-SR SFP Module, Enterpr | \$301.34   | \$3,616.08    |

Req. Number

172613

Req Date: 2/20/2025

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| Line  | Quantity | UOM | Item Number               | Item Description               | Unit Cost   | Extended Cost |
|-------|----------|-----|---------------------------|--------------------------------|-------------|---------------|
| 50.00 | 12.00    | EA  | 407-BCBE                  | Dell EMC PowerEdge SFP+ SR Opt | \$69.31     | \$831.72      |
| 51.00 | 96.00    | EA  | 143-BJVL                  | XC NCI Professional Production | \$1,131.00  | \$108,576.00  |
| 52.00 | 3.00     | EA  | 540-BDGV                  | Broadcom 57414 Dual Port 1     | \$205.61    | \$616.83      |
| 53.00 | 6.00     | EA  | 492-BBDI                  | C13 to C14 PDU Style 12 AMP 6. | \$6.38      | \$38.28       |
| 54.00 | 30.00    | EA  | 400-BMTN                  | 3.84TB Data Center NVMe Re     | \$2,038.56  | \$61,156.80   |
| 55.00 | 72.00    | EA  | 370-BBRY                  | 32GB RDIMM 5600MT/s Dual Rank  | \$624.08    | \$44,933.76   |
| 56.00 | 11.00    | EA  | CNS-INF-A-SVC-MIG-VMS     | NFRASTRUCTURE MODERNIZATION SE | \$1,309.09  | \$14,399.99   |
| 57.00 | 11.00    | EA  | ESXI                      | VMWARE ESXI HYPERVISOR         | \$0.00      |               |
| 58.00 | 1.00     | EA  | CNS-INF-A-WRK-MIG-STD     | NFRASTRUCTURE MODERNIZATION SE | \$21,120.00 | \$21,120.00   |
| 59.00 | 1.00     | EA  | STANDARD<br>DOCUMENTATION | WORKSHOP WITH STANDARD DOCUMEN | \$0.00      |               |
| 60.00 |          | LS  |                           | sales tax                      | \$0.00      | \$25,415.39   |

Total Order: \$317,546.35



HyeTech Network & Security Solutions, LLC.  
10235 S. 51st Street #120  
Phoenix, AZ 85044

**Bill To:**  
Pinal County  
Jason Cantrell  
31 N Pinal Street  
Florence, AZ 85132

**Ship To:**  
Pinal County  
Chris Combs  
Receiving Building/Rear Loading  
Dock  
75 N. Main Street  
Florence, AZ 85132

**Date:** January 20, 2025  
**Quotation #:** 1066-337a  
**Customer ID:** 1066  
**Prepared by:** Scott Clore  
**Quotation valid until:** February 19, 2025  
**Project Detail:** Dell Nutanix - PoC - v2  
**Contract:** 1GPA Contract 22-02PV-08

## Products:

| Part            | Description                                                                       | Term | List Price  | Unit Price | Qty | Ext. Price |
|-----------------|-----------------------------------------------------------------------------------|------|-------------|------------|-----|------------|
| 800-BCBC        | NCI Licenses                                                                      | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| <b>210-BHVH</b> | Dell XC760 Core Base                                                              | ---  | \$10,028.00 | \$2,908.12 | 3   | \$8,724.36 |
| 379-BDSR        | No GPU Enablement                                                                 | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 461-AAIG        | Trusted Platform Module 2.0 V3                                                    | ---  | \$99.00     | \$28.71    | 3   | \$86.13    |
| 634-BWZM        | Nutanix OS for AHV 1.0                                                            | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 470-BBCF        | 2.5 Chassis with up to 24 NVMe Passive Drives                                     | ---  | \$660.00    | \$191.40   | 3   | \$574.20   |
| 338-CPBZ        | Intel Xeon Silver 4514Y 2G 16C/32T 16GT/s 30M Cache Turbo HT (150W) DDR5-4400     | ---  | \$1,649.00  | \$478.21   | 3   | \$1,434.63 |
| 338-CPBZ        | Intel Xeon Silver 4514Y 2G 16C/32T 16GT/s 30M Cache Turbo HT (150W) DDR5-4400     | ---  | \$1,649.00  | \$478.21   | 3   | \$1,434.63 |
| 379-BDCO        | Additional Processor Selected                                                     | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 412-ABCN        | Heatsink for 2 CPU configuration (CPU less than or equal to 165W)                 | ---  | \$143.05    | \$41.48    | 3   | \$124.44   |
| 370-AAIP        | Performance Optimized                                                             | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 370-BBRX        | 5600MT/s RDIMMs                                                                   | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 780-BCDO        | C30 No RAID for NVME chassis                                                      | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 405-AACD        | No Controller                                                                     | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 350-BCQB        | XC760 Core-24N QR Label                                                           | ---  | \$3.49      | \$1.01     | 3   | \$3.03     |
| 400-ABHL        | No Hard Drive                                                                     | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 384-BBBL        | Performance BIOS Settings                                                         | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 800-BBDM        | UEFI BIOS Boot Mode with GPT Partition                                            | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 750-ADGJ        | Very High Performance Fan x6                                                      | ---  | \$299.00    | \$86.71    | 3   | \$260.13   |
| 450-AJHG        | Dual Hot-Plug Power Supply Redundant (1+1) 1400W Mixed Mode                       | ---  | \$1,399.00  | \$405.71   | 3   | \$1,217.13 |
| 330-BCDY        | Riser Config 11 2x8 FH Slots (Gen4) 2x16 LP Slots (Gen4)                          | ---  | \$1,157.60  | \$335.70   | 3   | \$1,007.10 |
| 329-BJLR        | Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above) | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 528-CTIC        | iDRAC9 Enterprise 16G                                                             | ---  | \$489.00    | \$141.81   | 3   | \$425.43   |
| 540-BCOC        | Broadcom 57414 Dual Port 10/25GbE SFP28 OCP NIC 3.0                               | ---  | \$709.00    | \$205.61   | 3   | \$616.83   |
| 540-BDOW        | LOM Blank                                                                         | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 470-AEYU        | No Cables Required                                                                | ---  | \$0.00      | \$0.00     | 3   | \$0.00     |
| 325-BFHX        | 2U Bezel Standard XC Core                                                         | ---  | \$59.64     | \$17.30    | 3   | \$51.90    |

Products:

| Part          | Description                                                                                                                                         | Term | List Price  | Unit Price | Qty | Ext. Price   |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|------------|-----|--------------|
| 403-BCRU      | BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)                                                                                                 | ---  | \$2,650.00  | \$768.50   | 3   | \$2,305.50   |
| 470-AFMF      | BOSS Cables and Bracket for R760 (Riser 1)                                                                                                          | ---  | \$50.00     | \$14.50    | 3   | \$43.50      |
| 350-BBYW      | Quick Sync 2 (At-the-box mgmt)                                                                                                                      | ---  | \$89.00     | \$25.81    | 3   | \$77.43      |
| 379-BETF      | iDRAC Legacy Password for OCP cards                                                                                                                 | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 379-BCQV      | iDRAC Group Manager Enabled                                                                                                                         | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 379-BFCM      | iDRAC management traffic over shared integrated OCP                                                                                                 | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 770-BDRR      | Strain Relief Bar 2U                                                                                                                                | ---  | \$28.20     | \$8.18     | 3   | \$24.54      |
| 770-BEKK      | ReadyRails Sliding Rails (B21)                                                                                                                      | ---  | \$153.87    | \$44.62    | 3   | \$133.86     |
| 750-ACOM      | Fan Foam HDD 2U                                                                                                                                     | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 631-AACK      | No Systems Documentation No OpenManage DVD Kit                                                                                                      | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 340-DCEP      | PowerEdge R760 Shipping                                                                                                                             | ---  | \$49.00     | \$14.21    | 3   | \$42.63      |
| 340-DJQY      | PowerEdge R760 Shipping Material                                                                                                                    | ---  | \$149.00    | \$43.21    | 3   | \$129.63     |
| 343-BBSV      | PowerEdge R760 CE Marking No CCC Marking                                                                                                            | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 898-0322      | ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended                                                                | 24   | \$3,501.00  | \$1,015.29 | 3   | \$3,045.87   |
| 898-0323      | ProSupport Next Business Day Onsite Service After Problem Diagnosis 1 Year                                                                          | 12   | \$0.00      | \$0.00     | 3   | \$0.00       |
| 898-0346      | ProSupport 7x24 Technical Support and Assistance 3 Year                                                                                             | 36   | \$3,762.00  | \$1,090.98 | 3   | \$3,272.94   |
| 898-0350      | Dell Hardware Limited Warranty 1 Year                                                                                                               | 12   | \$0.01      | \$0.01     | 3   | \$0.03       |
| 975-3461      | Dell Limited Hardware Warranty Extended Year(s)                                                                                                     | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 989-3439      | Thank you choosing Dell ProSupport. For tech support visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355 | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 892-4715      | ProDeploy Plus Dell Storage XC Series Appliance                                                                                                     | ---  | \$13,398.93 | \$3,885.69 | 3   | \$11,657.07  |
| 817-BBBP      | None Required                                                                                                                                       | ---  | \$0.00      | \$0.00     | 3   | \$0.00       |
| 370-BBRY      | 32GB RDIMM 5600MT/s Dual Rank                                                                                                                       | ---  | \$2,152.00  | \$624.08   | 72  | \$44,933.76  |
| 400-BMTN      | 3.84TB Data Center NVMe Read Intensive AG Drive U2 Gen4 with Carrier                                                                                | ---  | \$7,029.50  | \$2,038.56 | 30  | \$61,156.80  |
| 492-BBDI      | C13 to C14 PDU Style 12 AMP 6.5 Feet (2m) Power Cord North America                                                                                  | ---  | \$22.00     | \$6.38     | 6   | \$38.28      |
| 540-BDGV      | Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter PCIe Low Profile V2                                                                                 | ---  | \$709.00    | \$205.61   | 3   | \$616.83     |
| 143-BJVL      | XC NCI Professional Production SW Lic 3YR                                                                                                           | 36   | \$3,900.00  | \$1,131.00 | 96  | \$108,576.00 |
| 407-BCBE      | Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm                                                                                                        | ---  | \$239.00    | \$69.31    | 12  | \$831.72     |
| SFP-10G-SR-S= | 10GBASE-SR SFP Module, Enterprise-Class                                                                                                             | ---  | \$860.98    | \$301.34   | 12  | \$3,616.08   |
| 40249         | 7m (23ft) Fiber Patch Cable, LC UPC to LC UPC, Duplex, 2 Fibers, Multimode (OM4), Riser (OFNR), 2.0mm, Tight-Buffered, Aqua                         | ---  | \$13.75     | \$12.38    | 12  | \$148.56     |

**3x Dell XC760-14 PoC Cluster: \$256,610.97**

|                       |                                                                                                                                                       |     |            |            |    |             |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|----|-------------|
| CNS-INF-A-SVC-MIG-VMS | INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. MIGRATION OF 3-TIER VMS TO NUTANIX AT A SINGLE SITE. 5-VM/2.5TB PACK. SEE DATA SHEET FOR MORE DETAILS. | --- | \$1,309.09 | \$1,309.09 | 11 | \$14,399.99 |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|----|-------------|

Products:

| Part                   | Description                                                                                                      | Term | List Price  | Unit Price  | Qty | Ext. Price  |
|------------------------|------------------------------------------------------------------------------------------------------------------|------|-------------|-------------|-----|-------------|
| ESXI                   | VMWARE ESXI HYPERVISOR                                                                                           | ---  | \$0.00      | \$0.00      | 11  | \$0.00      |
| CNS-INF-A-WRK-MIG-STD  | INFRASTRUCTURE MODERNIZATION SERVICE OFFERING. HCI WORKLOAD MIGRATION WORKSHOP. SEE DATA SHEET FOR MORE DETAILS. | ---  | \$21,120.00 | \$21,120.00 | 1   | \$21,120.00 |
| STANDARD DOCUMENTATION | WORKSHOP WITH STANDARD DOCUMENTATION                                                                             | ---  | \$0.00      | \$0.00      | 1   | \$0.00      |

*Nutanix Migration for 55 VMs:* **\$35,519.99**

|                  |                     |
|------------------|---------------------|
| <b>Subtotal:</b> | <b>\$292,130.96</b> |
|------------------|---------------------|

| Quote Summary         | Amount              |
|-----------------------|---------------------|
| Products:             | \$292,130.96        |
| <b>Subtotal:</b>      | <b>\$292,130.96</b> |
| <b>Estimated Tax:</b> | <b>\$25,415.39</b>  |
| <b>Total:</b>         | <b>\$317,546.35</b> |

## Terms & Conditions:

### Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, HyeTech shall invoice Customer on a project basis. Customer shall pay HyeTech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. HyeTech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

### Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.



## Contract Extension/Amendment

10/4/2024

Hye Tech Network & Security Solutions LLC  
4802 E Ray Rd, #23-414  
Phoenix, Arizona, 85044  
Attn: Lisa Andrus

Re: Extension Agreement for Technology and Audio/Visual Solutions, Contract # 22-02PV-08-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 12/08/2025. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- ☒ Updated Contact Information Sheet

### **Please check the box next to the appropriate contract price update:**

- ☒ No contract pricing updates. Current price on file is accurate.
- ☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- ☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

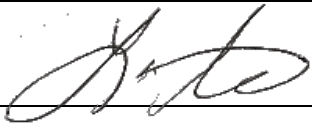
### **Please include a brief description of all the price updates below:**

**It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.**

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

***Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.***

|                                                                                   |             |
|-----------------------------------------------------------------------------------|-------------|
| <b>Vendor Acceptance/Signature:</b>                                               |             |
|  |             |
| Printed Name:                                                                     | Lisa Andrus |
| Title:                                                                            | COO/CFO     |
| Date:                                                                             | 10/04/2024  |

**Approvals/Authorized Signatures:**

1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

 Christy Knorr

11/01/2024

Christy Knorr, President  
1GPA

 Eva Calles

11/12/2024

Eva Calles, Director of Purchasing  
Paradise Valley Unified School District