

**CITY CLERK
ORIGINAL**

**C-10308
10/02/2015**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION TOOL & SUPPLY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 2 day of October, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Construction Tool & Supply, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2010, under the S.A.V.E cooperative purchasing group, the Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Paint and Paint Supplies Contract Serial 10045-C, which is attached hereto as Exhibit A. The Paint and Paint Supplies permits its cooperative use by other governmental agencies including the City. The Paint and Paint Supplies is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2010, until the date the contract expires on July 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 31, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement for the term and hereon shall not exceed forty thousand dollars (\$40,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

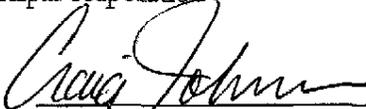
and

Construction Tool & Supply
c/o Brian Hill
5213 S 30th Street, #C300
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

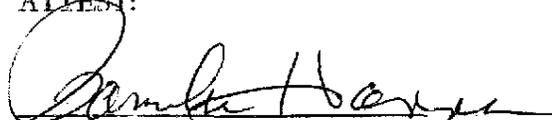
By: 
Craig Johnson, P.E.
Director Water Services

"Contractor"

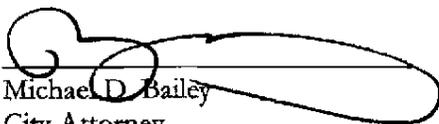
Construction Tool & Supply,
an Arizona corporation

By: 
Name: Brian Hill
Title: Sales Rep

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION TOOL & SUPPLY**

EXHIBIT A

Paint and Paint Supplies Contract Serial 10045-C

SERIAL 10045-C PAINT AND PAINT SUPPLIES

DATE OF LAST REVISION: July 25, 2013

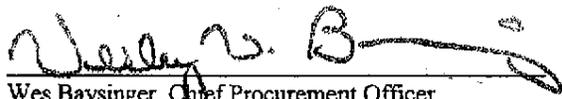
CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY 31, 2013 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for PAINT AND PAINT SUPPLIES

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 July 01, 2010 (Eff. 08/01/10).

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management

(Please remove Serial 03198-C from your contract notebooks)

PAINT AND PAINT SUPPLIES

1.0 INTENT:

The intent of this invitation for bids is to establish a source of supply for quality grade paints, coatings, and paint supplies on an as needed basis to the Facilities Management Department (FMD) or any other County department.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.28 and 2.28, below).

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

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

2.0 SPECIFICATIONS:

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

2.1.1	Group I	Items 1-7	Paint, Interior and Exterior, Economy Grade
2.1.2	Group II	Items 8-14	Paint, Interior and Exterior, Medium Grade
2.1.3	Group III	Items 15-21	Paint, Interior and Exterior, Premium Grade
2.1.4	Group IV	Items 22-36	Specialty Paints & Sealers
2.1.5	Group V	Items 37-60	Painting Supplies

2.2 For Purposes of Evaluation: Maricopa County representatives shall visit apparent low bidders' sites to see, inspect and order paint.

2.3 Contractor must have at least one line of paint that is LEED certified at the silver level. Proof of such certification must accompany the bid package.

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

- 2.4.1 VOC content of 50g/L or less
- 2.4.2 Dry to touch of time of 2 hours or less
- 2.4.3 Dry to recoat time of 4 hours or less
- 2.4.4 Cure time of 7 days or less
- 2.4.5 Pigment composition shall be 100% acrylic
- 2.4.6 Opacity rate of 97% or greater based upon 3 mills wet drawdown
- 2.4.7 Coverage per gallon at recommended dry film thickness of 350 sq ft per gallon or greater
- 2.4.8 Viscosity rated at 95 Krebs Units or greater
- 2.4.9 Shall have a shelf life of 2 years or longer on unopened paint
- 2.4.10 Shall be capable of clean-up with water and mild detergent

2.5 ATTACHMENT D – COMPOSITION CRITERIA shall be completed by each vendor to reflect the chemical contents, by weight and volume and other pertinent data of Groups I, II, and III, line items 1-21, along with submittal of manufacturer's Product Information Sheet of same. **BOTH MUST BE SUBMITTED WITH THE BID PACKAGE.** These specifications will be maintained by **Office of Procurement Services** and used as a standard against which all future shipments will be evaluated.

2.6 Custom Color Formula Matching:

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

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

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

2.7 Vendor must have an adequate supply of paints/supplies to fulfill the County's requirements. All paint orders, whether standard colors, custom colors (color formula already known), or special color-matched, shall be made ready within six (6) normal business hours of receipt of order for County pick up. All paints, coatings and supplies shall be F.O.B. Destination; however, the County does have the option of picking up the paint products at the vendor's retail outlet.

Consistent documented delays in paint orders shall cause the County to source paint from another vendor and deduct the difference from the Vendor's monthly invoicing.

2.8 All paint purchased by the County must be fully mixed by the Contractor and have no clumps, globs of unmixed paint. Such paint will be returned and a credit issued to the County. Documented reoccurrence of unacceptable paints will be made formal by the intervention of the County's **Office of Procurement Services**, and a determination made as to the Contractor's performance with this contract.

2.9 The Vendors shall replace any paint, without additional cost to the County, which is found unfit for use for any reason other than handling by the user. No exceptions.

2.10 Paint shall be packaged in one-gallon and/or five-gallon steel or plastic containers (exception: aerosol paints) and shall be well sealed. There may be occasions for larger containers (50/55 gallon). The lining of the containers shall be of such property as to resist the solvent of the body of paint.

2.11 All paints and coatings supplied under this contract shall be labeled with the following information:

2.11.1 Manufacturer's name and address

2.11.2 Distributor's name and address

2.11.3 Type, finish, and trade name

2.11.4 Batch control number that allows paint to be traced to a specific production run and test

2.11.5 Hazardous handling instructions

2.11.6 Proper application procedures

2.11.7 Expected coverage by square footage per gallon

2.11.8 Project number if applicable

2.11.9 If requested by the County, the Contractor must provide MSDS sheets

for all paints/coatings purchased at no additional cost

2.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report 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.

2.13 DELIVERY:

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

2.14 EXPEDITED DELIVERY:

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

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

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

2.15 SHIPPING DOCUMENTS:

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

2.15.1 Contract Serial number.

2.15.2 Contractor's name and address.

2.15.3 Using Agency name and address.

2.15.4 Using Agency purchase order number.

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

2.16 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.17 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.18 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for

submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.19 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have five (5) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.20 STOCK:

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

2.21 WAREHOUSE/DISTRIBUTION CENTER:

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

2.22 DISCONTINUED MATERIALS:

2.22.1 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:

2.22.1.1 Documentation from the manufacturer that the material has been discontinued.

2.22.1.2 Documentation that names the replacement material.

2.22.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.22.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.22.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.22.2 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.

2.23 WARRANTY:

2.23.1 The minimum warranty period shall be industry standard. Warranty replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the

desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.25 INVOICES AND PAYMENTS:

2.25.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

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

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

2.25.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

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

2.26 TAX:

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

2.27 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

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

2.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on

Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT TERM:**

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 **OPTION TO RENEW:**

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 **PRICE ADJUSTMENTS:**

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

3.4 **INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 **INSURANCE REQUIREMENTS**

3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. 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.**

3.5.2 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.

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation 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.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

- 3.5.10 Automobile Liability:

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

- 3.5.11 Workers' Compensation:

- 3.5.11.1 **Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$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 under this Contract.

3.5.11.2 Contractor waives all rights against County 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 pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with 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.

3.5.12.1.1 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.

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

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor

for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

- 3.8.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

- 3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).
- 3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

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

3.14 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.

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

3.16 SUBCONTRACTING:

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

3.16.2 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.

3.17 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.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 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 shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

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

3.22 RIGHTS IN DATA:

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

3.23 RELATIONSHIPS:

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

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

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

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

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

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

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

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in

accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

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

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 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.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

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

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

3.29 INFLUENCE

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

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

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

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

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

3.30 POST AWARD MEETING:

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

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

	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"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

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

Aerosol Paint, 13 oz. Can (Any Brand)				
Title	Price	Eff. 08/01/12	UofM	Bidder Notes
white, marking, with upside-down spray tip	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-652 20 Ounce Can
safety red, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-671 20 ounce Can
caution blue, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-669 20 ounce can
alert orange, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-670 20 ounce can
safety green, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-668 20 ounce can
high visibility yellow, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-678 20 ounce can
flat black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S186
A04412				16 ounce can
Sub. Krylon Workday		\$2.22		
blue	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S198
A04403				16 ounce can
Sub. Krylon Workday		\$2.22		
red	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S184
A04404				16 ounce can
Sub. Krylon Workday		\$2.22		
chrome aluminum	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S180
A04457				16 ounce can
Sub. Krylon Workday		\$2.22		

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

flat white	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite)
A04422				Product Number: S188
Sub. Krylon Workday		\$2.22		16 ounce can
gloss white	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite)
A04401				Product Number: S192
Sub. Krylon Workday		\$2.22		16 ounce can
gloss black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite)
A04402				Product Number: S190
Sub. Krylon Workday		\$2.22		16 ounce can
Zynolite or equal, 13 oz. can, gloss black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite)
A04402				Product Number: S190
Sub. Krylon Workday		\$2.22		16 ounce can
Aerosol Paint, 20 Oz. Can (Krylon or equal)				
Title	Price	Eff. 08/01/12	UofM	Bidder Notes
#7101, white, marking, with upside-down spray tip	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-652 Date: 5-18-10 Catalog: unknown
#7105, safety red, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-671 Date: 5-18-10 Catalog: unknown
#7103, caution blue, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-669 Date: 5-18-10 Catalog: unknown
#7104, alert orange, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-670 Date: 5-18-10 Catalog: unknown
#7107, safety green, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-668 Date: 5-18-10 Catalog: unknown
#7102, high visibility yellow, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-678 Date: 5-18-10 Catalog: unknown

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

#1613-6, flat black	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1433 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1910-6, blue	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1427 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#2101-6, red	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1423 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1404-6, chrome aluminum	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1411 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1502-6, flat white	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1412 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1501-6, gloss white	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1413 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1601-6, gloss black	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1415 Date: 5-18-10 true 20 ounce can \$0.2445 per ounce

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

Catalog Discounts for items not specifically bid		
Title	% off Catalog Price	Bidder Notes
Other	\$40.00	Date: 5-18-10 Catalog: unknown 40% off list prices for all other Krylon paints. catalogs and current pricing available on request
Other	\$35.00	Date: 5-18-10 Catalog: unknown Aervoe Industries 20% 35% off list prices except items marked net next to price. Items marked net are 3% 5% off list pricing. Catalog and price sheet available on request

***Add – Seymour Products between 10 – 30% of list**

*****Additional Product Line – Effective Date 6/1/2013******

Rust-oleum Products / Discount Multiplier from List = \$0.87

PRICING SHEET: NIGP CODE SLAW388, SLAW389, 63543

Terms: NET 30

Vendor Number: W000003049 X

Telephone Number: 602-323-2807

Fax Number: 602-323-2810

Contact Person: Brian Hill

E-mail Address: brian@constructiontoolaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013 2016.**

PPG ARCHITECTURAL FINISHES, 16001 N. GREENWAY HAYDEN LOOP #2, SCOTTSDALE, AZ, 85260
GLIDDEN PROFESSIONAL PAINT CO., 725 S. MADISON, TEMPE, AZ 85282
16681 N. 84TH AVE. #150, PEORIA, AZ 85382

	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"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

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

Group I - Interior Paint - Economy Grade					
Title	1-Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
Latex: flat, white and tints	\$7.15	\$7.36	\$26.63	\$27.43	Manufacturer: Glidden Professional Product Number: 1250
	\$6.94	\$7.73	\$25.85	\$28.80	
Latex: semi-gloss/gloss white and tints	\$10.11	\$10.41	\$43.46	\$44.76	Manufacturer: Glidden Professional Product Number: 1456
	\$9.82	\$10.93	\$42.19	\$47.00	
Enamel: alkyd, semi-gloss, white and tints	\$15.09	\$15.54	\$69.00	\$71.07	Manufacturer: Devoe Coatings Product Number: 4306
	\$14.65	\$16.32	\$66.99	\$74.62	
Group I - Exterior Paint - Economy Grade					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
Latex: flat, white and tints	\$9.25	\$9.53	\$41.30	\$42.54	Manufacturer: Glidden Professional Product Number: 2250
	\$8.98	\$10.01	\$40.10	\$44.67	
Latex: semi-gloss, white and tints	\$14.96	\$15.41	\$69.72	\$71.81	Manufacturer: Glidden Professional Product Number: 2416
	\$14.52	\$16.18	\$67.69	\$75.40	
Blended Acrylic emulsion: white and tints			\$45.58	\$46.95	Manufacturer: Glidden Professional Product Number: 2230
			\$44.25	\$49.30	
Enamel: oil base, semi-gloss, white and tints	\$15.09	\$15.54	\$69.00	\$71.07	Manufacturer: Devoe Coatings Product Number: 4306
	\$14.65	\$16.32	\$66.99	\$74.62	
Group II - Interior Paint - Economy Grade					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
Latex: flat, white and tints	\$9.43	\$9.71	\$38.03	\$39.17	Manufacturer: Glidden Professional Product Number: 1210
	\$9.16	\$10.20	\$36.92	\$41.13	
Latex: semi-gloss/gloss, white and tints	\$11.02	\$11.35	\$48.10	\$49.54	Manufacturer: Glidden Professional Product Number: 1415
	\$10.70	\$11.92	\$46.70	\$52.02	
Enamel: alkyd, semi-gloss, white and tints	\$15.09	\$15.54	\$69.00	\$71.07	Manufacturer: Devoe Coatings Product Number: 4306
	\$14.65	\$16.32	\$66.99	\$74.62	

**PPG ARCHITECTURAL FINISHES, 16001 N. GREENWAY HAYDEN LOOP #2, SCOTTSDALE, AZ,
85260 GLIDDEN PROFESSIONAL PAINT CO., 725 S. MADISON, TEMPE, AZ 85282
16681 N. 84TH AVE. #150, PEORIA, AZ 85382**

Group II - Exterior Paint - Economy Grade					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
Latex: flat, white and tints	\$14.28	\$14.71	\$64.83	\$66.77	Manufacturer: Glidden Professional Product Number: 2210
	\$13.86	\$15.45	\$62.94	\$70.11	
Latex: semi-gloss, white and tints	\$14.96	\$15.41	\$69.72	\$71.81	Manufacturer: Glidden Professional Product Number: 2416
	\$14.52	\$16.18	\$67.69	\$75.40	
Blended Acrylic emulsion: white and tints			\$45.57	\$46.94	Manufacturer: Glidden Professional Product Number: 2230
			\$44.24	\$49.29	
Enamel: oil base, semi- gloss, white and tints	\$15.09	\$15.54	\$69.00	\$71.07	Manufacturer: Devco Coatings Product Number: 4306
	\$14.65	\$16.32	\$66.99	\$74.62	
Group III - Interior Paint					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
100% Acrylic Emulsion Latex: flat, white and tints	\$10.53	\$10.85	\$47.56	\$48.99	Manufacturer: Glidden Professional Product Number: 9100
	\$10.22	\$11.39	\$46.17	\$51.44	
100% Acrylic Emulsion Latex: semi-gloss/gloss, white and tints	\$15.93	\$16.41	\$75.90	\$78.18	Manufacturer: Glidden Professional Product Number: 9200
	\$15.47	\$17.23	\$73.69	\$82.09	
Group III - Exterior Paint					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
100 % Acrylic Emulsion Latex: flat, white and tints	\$15.38	\$15.84	\$70.57	\$72.69	Manufacturer: Glidden Professional Product Number: 2200
	\$14.93	\$16.63	\$68.51	\$76.33	
100 % Acrylic Emulsion Latex: semi-gloss, white and tints	\$17.39	\$17.91	\$77.43	\$79.75	Manufacturer: Glidden Professional Product Number: 2406
	\$16.88	\$18.81	\$75.17	\$83.74	
100 % Acrylic emulsion: white and tints	\$15.38	\$15.84	\$70.57	\$72.69	Manufacturer: Glidden Professional Product Number: 2200
	\$14.93	\$16.63	\$68.51	\$76.33	
Group IV - Specialty Paints					
Title	1 -Gallon Container	Eff. 08/01/12 13	5 -Gallon Container	Eff. 08/01/12 13	Bidder Notes
Epoxy Floor Coating: two component, epoxy acrylic, waterborne, white and tints	\$67.06	\$69.07			Manufacturer: Devco Coatings Product Number: 4428 This is a 2 gallon Kit, price is for the kit
	\$65.11	\$72.52			
Clear Satin Wood Finish: interior, polyurethane	\$15.10	\$15.55			Manufacturer: Glidden Professional Product Number: 1902
	\$14.66	\$16.53			
Clear Satin Wood Finish: interior, waterbase	\$17.65	\$18.18			Manufacturer: Glidden Professional Product Number: 1802
	\$17.14	\$19.09			

PPG ARCHITECTURAL FINISHES, 16001 N. GREENWAY HAYDEN LOOP #2, SCOTTSDALE, AZ, 85260
GLIDDEN PROFESSIONAL PAINT CO., 725 S. MADISON, TEMPE, AZ 85282
16681 N. 84TH AVE. #150, PEORIA, AZ 85382

Wood Primer/Undercoat: Interior, vinyl acrylic, white	\$13.75 \$13.35	\$14.16 \$14.87	\$63.80 \$61.94	\$65.71 \$69.00	Manufacturer: Glidden Professional Product Number: 6001
Wood Primer: Exterior, alkyd, white	\$18.13 \$17.60	\$18.67 \$19.60	\$83.79 \$81.35	\$86.30 \$90.62	Manufacturer: Glidden Professional Product Number: 2110n
Non-Ferrous Metal Primer: interior/exterior, alkyd, white	\$16.46 \$15.98	\$16.95 \$17.80	\$75.55 \$73.35	\$77.82 \$81.71	Manufacturer: Devco Coatings Product Number: 4160
Ferrous Metal Primer: interior/exterior, alkyd, red oxide	\$16.46 \$15.98	\$16.95 \$17.80	\$75.55 \$73.35	\$77.82 \$81.71	Manufacturer: Devco Coating Product Number: 4160
Traffic Paint: water reducible acrylic, white	\$9.36 \$9.09	\$9.64 \$10.12	\$43.89 \$42.61	\$45.21 \$47.47	Manufacturer: Pervo Product Number: 3080
Traffic Paint: water reducible acrylic yellow	\$10.71 \$10.40	\$11.03 \$11.58	\$49.75 \$48.30	\$51.24 \$53.80	Manufacturer: Pervo Product Number: 3081
Concrete Sealer: clear, interior finish, penetrating, (OKON or equal) 1 -gallon	\$14.94 \$14.50	\$15.39 \$16.16	\$69.24 \$67.22	\$71.32 \$74.89	Manufacturer: Rainguard Product Number: CR-0201
Stripper, paint, multi- spectrum, biodegradable, 1 - gallon only	\$33.90 \$32.91	\$34.92 \$36.67			Manufacturer: Smart Strip Product Number: 62380
Preservative Sealer (Floods Clear Wood Sealer or equal), 1 - gallon only	\$16.28 \$15.81	\$16.77 \$17.61			Manufacturer: Flood Product Number: fld56501
Stain, wood, (Oil base to match samples provided) 1 gallon only	\$15.27 \$14.83	\$15.73 \$16.52			Manufacturer: Flood Product Number: fld32
Diamond 450 NoVOC Flat	\$23.99	\$24.71 \$25.95	\$119.99	\$123.59 \$129.77	Product Number: 7100
Diamond 450 NoVOC Egg Shell	\$25.74	\$26.51 \$27.84	\$119.47	\$123.05 \$129.20	Product Number: 7200
Diamond 450 NoVOC Semi-Gloss	\$26.77	\$27.57 \$28.95	\$124.62	\$128.36 \$134.78	Product Number: 7400

BRUSH, 100% natural black Chinese bristle (Purdy or equal)

Title	Price	Eff. 08/01/12 13	UofM	Bidder Notes
Chisel Trim 2 inch, plain sanded, square edge, hardwood handle, nickel ferrule	\$5.60 \$5.44	\$5.77 \$6.06	each	Manufacturer: Wooster Product Number: 71213
Chisel Trim 3 inch, plain sanded, square edge, hardwood handle, nickel ferrule	\$8.38 \$8.14	\$8.68 \$9.11	each	Manufacturer: Wooster Product Number: 71215
Angular sash 2 in., plain sanded, square edge, hardwood handle, nickel ferrule	\$5.29 \$5.14	\$5.45 \$5.72	each	Manufacturer: Wooster Product Number: 71210

PPG ARCHITECTURAL FINISHES, 16001 N. GREENWAY HAYDEN LOOP #2, SCOTTSDALE, AZ, 85260
GLIDDEN PROFESSIONAL PAINT CO., 725 S. MADISON, TEMPE, AZ 85282
16681 N. 84TH AVE., #150, PEORIA, AZ 85382

BRUSH, 100% nylon/polyester (Purdy or equal)				
Title	Price	Eff. 08/01/12 13	UofM	Bidder Notes
Square edge, 2 in., plain sanded, square edge, hardwood handle, nickeled ferrule	\$5.38	\$5.54	each	Manufacturer: Wooster
	\$5.22	\$5.82		Product Number: 71185
Square edge, 3 in., plain sanded, square edge, hardwood handle, nickeled ferrule	\$8.06	\$8.30	each	Manufacturer: Wooster
	\$7.83	\$8.72		Product Number: 71187
BRUSH, 100% nylon (Purdy or equal)				
Title	Price	Eff. 08/01/12 13	UofM	Bidder Notes
Square edge, 1.5" in. plain sanded, hardwood handle, nickeled ferrule	\$1.60	\$1.65	each	Manufacturer: Wooster
	\$1.55	\$1.73		Product Number: 62631
Roller Accessories				
Title	Price	Eff. 08/01/12 13	UofM	Bidder Notes
TRAY, heavy duty metal bucket grid, 5-gallon size	\$0.66	\$0.68	each	
	\$0.64	\$0.71		
FRAME, 9" HD, 5-wire cage, 5/16" dia. rod, 1.5" dia., treaded grid w/metal ferru	\$5.31	\$5.47	each	
	\$5.16	\$5.74		
FRAME, 9 for 2-1/4 diameter roller cover	\$1.17	\$1.21	each	
	\$1.14	\$1.27		
Special, pipe roller, 7 wide, phenolic core, 3/8 diameter, 24 long rod	\$3.22	\$3.32	each	
	\$3.13	\$3.49		

Catalog Discounts for items not specifically bid		
Title	% off Catalog Price	Bidder Notes
Paint	40%	Date: 5/18/2010
	\$40.00	Catalog: retail
Brushes	25%	Date: 5/18/2010
	\$25.00	Catalog: retail
Rollers	25%	Date: 5/18/2010
	\$25.00	Catalog: retail
Other	30%	Date: 5/18/2010
	\$30.00	Catalog: retail
Other	30%	Date: 5/18/2010
	\$30.00	Catalog: retail
Other	30%	Date: 5/18/2010
	\$30.00	Catalog: retail

PPG ARCHITECTURAL FINISHES, 16001 N. GREENWAY HAYDEN LOOP #2, SCOTTSDALE, AZ, 85260
~~GLIDDEN PROFESSIONAL PAINT CO., 725 S. MADISON, TEMPE, AZ 85282~~
~~16681 N. 84TH AVE, #150, PEORIA, AZ 85382~~

Paint Sprayer Repairs			
Title	Price	UofM	Bidder Notes
Airless paint sprayer: pumps and parts, Cost plus %	10.00%	each	
Hourly labor: paint sprayer repair (all types)	\$65.00	Hour each	
Other Related Items			
Title	Response	Bidder Notes	
Delivery days ARO	6 days \$6.00	max time 6 days, most deliveries are done within 24 hours	
Time limit on returned items (days)	30 days \$30.00		
Restocking charges (%)	0% \$0.00	Here I attached the LEED docs and the letter stating computer color match	

PRICING SHEET: NIGP CODE 63543

Terms: NET 30

Vendor Number: ~~W000015989~~ X 2011004317 0

Telephone Number: 623 334 0344 480/966 5150 480 477 6946 480/948-0757

Fax Number: 623 334 0351 480/784 4000 480-477-7770

Contact Person: ~~Andy Davitt~~ Chuck Moore Jr.

E-mail Address: ~~andrew.davitt@gliddenprofessional.com~~ c.moore@ppg.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013 2016.**



MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DETERMINATION: EXERCISE CONTRACT RENEWAL OPTION
BID SERIAL TITLE: PAINT AND PAINT SUPPLIES
BID SERIAL NUMBER: 10045-C

This Contract contains options for contract renewals and is being renewed for a term of three (3) years, thru July 31st, 2016, at an estimated value of \$25,000.

1. The agreement to renew is a concurrent decision made by the using agency, the undersigned and the Contractors Glidden Professional Paint & Construction Tool and Supply.
2. The current inflation rate (CPI) is 6.5% and the Contractor Construction Tool and Supply has agreed to maintain their current pricing structure, which has been in effect since 2012.
3. A market survey was conducted with Glidden Professional Paint and the Producer Price Index (PPI). The results of the survey indicate that in this industry there has been a 15.6% increase since the inception of this contract, so the 5% increase that was requested by Glidden is consequently justified.
4. Previous Expended Contract Amount is \$25,208.26 as of July 10th, 2013.
5. The amount in PASM is sufficient enough to cover this term, so no additional funding is required.

Based on the above, and in accordance with article MC1-308 of the Maricopa County Procurement Code, I hereby determine that at this time, a competitive procurement is not more advantageous to Maricopa County than to exercise the option to renew the term of this Contract.



Derron Wasp
Procurement Officer

7/10/13
Date

cc: File



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
120 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

January 25, 2013

Construction Tool & Supply
5213 S. 30th Street, #C300
Phoenix, AZ 85040

Your company currently holds a contract with Maricopa County for **PAINT AND PAINT SUPPLIES**. This Contract provides for renewal under the same terms (with the exception that newly approved statutory and County requirements must be added to the contract at the time of renewal and/or extensions- see attachment A for a list of all requirements), conditions and pricing, if both parties agree. Please advise in the space provided below whether you would be willing to renew this contract for up to **three (3) years**.

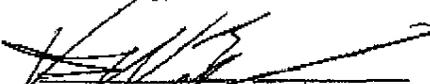
Maricopa County may utilize a Procurement Card (MasterCard) to make payment for orders under this Contract. For further information regarding this renewal, please contact the Procurement Officer below at (602) 506-3823. For Purchase Card clarification only, please contact the Procurement Card Administrator at (602) 506-2892.

This letter does not guarantee a contract or an offer to renew. It is intended solely to determine whether your company is interested in possible renewal, in the event the County determines that renewal is in its best interests. The County intends to amend the contract to include the language attached to this letter. This amendment is to clarify the requirement that the contractor adhere to all Federal, State and local statutes, laws, regulations and personnel, or business licensing requirements. By agreeing to this renewal the undersigned contractor agrees to this amendment which will be added to the contract.

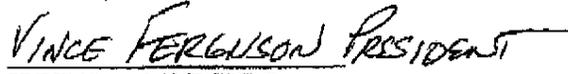
The individual signing this renewal letter acknowledges that they are authorized to contractually obligate their company for an additional contract term.

Please advise this office by **February 08, 2013**. Thank you for your consideration.

By: 
Deron Wasp, Procurement Officer

By: 
Signature - Approved

Signature - Disapproved


VINCE FERGUSON PRESIDENT
PRINT NAME AND TITLE

We hereby acknowledge that our organization will accept future payment via Procurement Card: YES NO

SERIAL 10045-C

DW/mm

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION TOOL & SUPPLY**

EXHIBIT B

Paint and Paint Supplies Contract Serial 10045-C - Rate Sheet

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

	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"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

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

Aerosol Paint, 13 oz. Can (Any Brand)				
Title	Price	Eff. 08/01/12	UofM	Bidder Notes
white, marking, with upside-down spray tip	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-652 20 Ounce Can
safety red, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-671 20 ounce Can
caution blue, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-669 20 ounce can
alert orange, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-670 20 ounce can
safety green, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-668 20 ounce can
high visibility yellow, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-678 20 ounce can
flat black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S186 16 ounce can
A04412				
Sub. Krylon Workday		\$2.22		
blue	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S198 16 ounce can
A04403				
Sub. Krylon Workday		\$2.22		
red	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S184 16 ounce can
A04404				
Sub. Krylon Workday		\$2.22		
chrome aluminum	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S180 16 ounce can
A04457				
Sub. Krylon Workday		\$2.22		

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

flat white	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S188 16 ounce can
A04422				
Sub. Krylon Workday		\$2.22		
gloss white	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S192 16 ounce can
A04401				
Sub. Krylon Workday		\$2.22		
gloss black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S190 16 ounce can
A04402				
Sub. Krylon Workday		\$2.22		
Zynolite or equal, 13 oz. can, gloss black	\$1.89	\$2.28	each	Manufacturer: Aervoe (Zynolite) Product Number: S190 16 ounce can
A04402				
Sub. Krylon Workday		\$2.22		
Aerosol Paint, 20 Oz. Can (Krylon or equal)				
Title	Price	Eff. 08/01/12	UofM	Bidder Notes
#7101, white, marking, with upside-down spray tip	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-652 Date: 5-18-10 Catalog: unknown
#7105, safety red, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-671 Date: 5-18-10 Catalog: unknown
#7103, caution blue, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-669 Date: 5-18-10 Catalog: unknown
#7104, alert orange, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-670 Date: 5-18-10 Catalog: unknown
#7107, safety green, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-668 Date: 5-18-10 Catalog: unknown
#7102, high visibility yellow, marking	\$2.89	\$3.24	each	Manufacturer: Seymour Product Number: 20-678 Date: 5-18-10 Catalog: unknown

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

#1613-6, flat black	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1433 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1910-6, blue	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1427 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#2101-6, red	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1423 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1404-6, chrome aluminum	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1411 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1502-6, flat white	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1412 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1501-6, gloss white	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1413 Date: 5-18-10 Catalog: unknown true 20 ounce can \$0.2445 per ounce
#1601-6, gloss black	\$4.89	\$5.49	each	Manufacturer: Seymour Product Number: 20-1415 Date: 5-18-10 true 20 ounce can \$0.2445 per ounce

CONSTRUCTION TOOL & SUPPLY, 5213 S. 30TH STREET, #C300, PHOENIX, AZ 85040

Catalog Discounts for items not specifically bid		
Title	% off Catalog Price	Bidder Notes
Other	\$40.00	Date: 5-18-10 Catalog: unknown 40% off list prices for all other Krylon paints, catalogs and current pricing available on request
Other	\$35.00	Date: 5-18-10 Catalog: unknown Aervoc Industries 20% 35% off list prices except items marked net next to price. Items marked net are 3% 5% off list pricing. Catalog and price sheet available on request

***Add – Seymour Products between 10 – 30% of list**

*****Additional Product Line – Effective Date 6/1/2013******

Rust-oleum Products / Discount Multiplier from List = \$0.87

PRICING SHEET: NIGP CODE SLAW388, SLAW389, 63543

Terms: NET 30

Vendor Number: W000003049 X

Telephone Number: 602-323-2807

Fax Number: 602-323-2810

Contact Person: Brian Hill

E-mail Address: brian@constructiontoolaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013 2016.**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION TOOL & SUPPLY**

EXHIBIT C

Paint and Paint Supplies Contract Serial 10045-C - Scope of Work

PROJECT

Purchase of paint and paint supplies for citywide usage on an as needed basis.

PAINT AND PAINT SUPPLIES

1.0 INTENT:

The intent of this invitation for bids is to establish a source of supply for quality grade paints, coatings, and paint supplies on an as needed basis to the Facilities Management Department (FMD) or any other County department.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.28 and 2.28, below).

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

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

2.0 SPECIFICATIONS:

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

2.1.1	Group I	Items 1-7	Paint, Interior and Exterior, Economy Grade
2.1.2	Group II	Items 8-14	Paint, Interior and Exterior, Medium Grade
2.1.3	Group III	Items 15-21	Paint, Interior and Exterior, Premium Grade
2.1.4	Group IV	Items 22-36	Specialty Paints & Sealers
2.1.5	Group V	Items 37-60	Painting Supplies

2.2 For Purposes of Evaluation: Maricopa County representatives shall visit apparent low bidders' sites to see, inspect and order paint.

2.3 Contractor must have at least one line of paint that is LEED certified at the silver level. Proof of such certification must accompany the bid package.

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

- 2.4.1 VOC content of 50g/L or less
- 2.4.2 Dry to touch of time of 2 hours or less
- 2.4.3 Dry to recoat time of 4 hours or less
- 2.4.4 Cure time of 7 days or less
- 2.4.5 Pigment composition shall be 100% acrylic
- 2.4.6 Opacity rate of 97% or greater based upon 3 mills wet drawdown
- 2.4.7 Coverage per gallon at recommended dry film thickness of 350 sq ft per gallon or greater
- 2.4.8 Viscosity rated at 95 Krebs Units or greater
- 2.4.9 Shall have a shelf life of 2 years or longer on unopened paint
- 2.4.10 Shall be capable of clean-up with water and mild detergent

2.5 ATTACHMENT D – COMPOSITION CRITERIA shall be completed by each vendor to reflect the chemical contents, by weight and volume and other pertinent data of Groups I, II, and III, line items 1-21, along with submittal of manufacturer's Product Information Sheet of same. **BOTH MUST BE SUBMITTED WITH THE BID PACKAGE.** These specifications will be maintained by **Office of Procurement Services** and used as a standard against which all future shipments will be evaluated.

2.6 Custom Color Formula Matching:

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

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

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

2.7 Vendor must have an adequate supply of paints/supplies to fulfill the County's requirements. All paint orders, whether standard colors, custom colors (color formula already known), or special color-matched, shall be made ready within six (6) normal business hours of receipt of order for County pick up. All paints, coatings and supplies shall be F.O.B. Destination; however, the County does have the option of picking up the paint products at the vendor's retail outlet.

Consistent documented delays in paint orders shall cause the County to source paint from another vendor and deduct the difference from the Vendor's monthly invoicing.

2.8 All paint purchased by the County must be fully mixed by the Contractor and have no clumps, globs of unmixed paint. Such paint will be returned and a credit issued to the County. Documented reoccurrence of unacceptable paints will be made formal by the intervention of the County's **Office of Procurement Services**, and a determination made as to the Contractor's performance with this contract.

2.9 The Vendors shall replace any paint, without additional cost to the County, which is found unfit for use for any reason other than handling by the user. No exceptions.

2.10 Paint shall be packaged in one-gallon and/or five-gallon steel or plastic containers (exception: aerosol paints) and shall be well sealed. There may be occasions for larger containers (50/55 gallon). The lining of the containers shall be of such property as to resist the solvent of the body of paint.

2.11 All paints and coatings supplied under this contract shall be labeled with the following information:

2.11.1 Manufacturer's name and address

2.11.2 Distributor's name and address

2.11.3 Type, finish, and trade name

2.11.4 Batch control number that allows paint to be traced to a specific production run and test

2.11.5 Hazardous handling instructions

2.11.6 Proper application procedures

2.11.7 Expected coverage by square footage per gallon

2.11.8 Project number if applicable

2.11.9 If requested by the County, the Contractor must provide MSDS sheets

for all paints/coatings purchased at no additional cost

2.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report 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.

2.13 DELIVERY:

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

2.14 EXPEDITED DELIVERY:

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

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

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

2.15 SHIPPING DOCUMENTS:

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

2.15.1 Contract Serial number.

2.15.2 Contractor's name and address.

2.15.3 Using Agency name and address.

2.15.4 Using Agency purchase order number.

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

2.16 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.17 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.18 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for

submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.19 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have five (5) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.20 STOCK:

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

2.21 WAREHOUSE/DISTRIBUTION CENTER:

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

2.22 DISCONTINUED MATERIALS:

2.22.1 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:

2.22.1.1 Documentation from the manufacturer that the material has been discontinued.

2.22.1.2 Documentation that names the replacement material.

2.22.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.22.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.22.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.22.2 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.

2.23 WARRANTY:

2.23.1 The minimum warranty period shall be industry standard. Warranty replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the

desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.25 INVOICES AND PAYMENTS:

2.25.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

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

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

2.25.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

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

2.26 TAX:

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

2.27 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

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

2.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on

Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT TERM:**

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 **OPTION TO RENEW:**

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 **PRICE ADJUSTMENTS:**

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

3.4 **INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 **INSURANCE REQUIREMENTS**

3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. 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.**

3.5.2 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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION TOOL & SUPPLY**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Maricopa County Paint and Paint Supplies Contract Serial 10045-C

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$40,000.

DETAILED PROJECT COMPENSATION

Purchase of paint and paint supplies on an as needed basis based on rates in Exhibit B.