

SERIAL 09107 C SPECIAL BUY OPPORTUNITY: MISCELLANEOUS FOOD ITEMS

DATE OF LAST REVISION: March 24, 2016 CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH ~~FEBRUARY 28~~ MAY 31, 2013 2016

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **SPECIAL BUY OPPORTUNITY: MISCELLANEOUS FOOD ITEMS**

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 **February 10, 2010**.

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

JG/mm
Attach

Copy to: **Office of Procurement Services**
 Sue Malinowsky, Sheriff's Office

(Please remove Serial 03223-C from your contract notebooks)

A&J GLOBAL FOODS, 3601 GREEN RD., STE 103, 24800 CHAGRIN BLVD SUITE #310, BEACHWOOD, OH 44122

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: 1% 10 Days Net 30 Days
Vendor Number: W000009180 X
Telephone Number: 216/896-0575
Fax Number: 216/896-0580
Contact Person: Alan Kaplan
E-mail Address: ajk@ajglobalfoods.com
Certificates of Insurance Required
Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 09/30/10

BENJAMIN FOODS, 10098 SANDMEYER LANE, PHILADELPHIA, PA 19116

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES 2%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000016018 X

Telephone Number: 215/437-5000

Fax Number: 215/437-5010

Contact Person: Dave Lipoff

E-mail Address: dlipoff@benjaminfoods.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

BEST CHOICE FOODS, 2840 BRYAN AVE. PO BOX 3465, FORT WORTH, TX 76113

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES 1%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: 1% 10 Days Net 30

Vendor Number: W000004455 X

Telephone Number: 817/870-5066

Fax Number: 817/872-0326

Contact Person: Irv Rubinson

E-mail Address: sales@bestchoicefoods.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

CUSTOM FOOD SERVICE, 719 E. JACKSON STREET, PHOENIX, AZ 85034

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

√ Yes
No

Terms: Net 30

Vendor Number: 2011000467 0

Telephone Number: 602-254-1876

Fax Number: 602-256-6216

Contact Person: Mark Schnitzer

E-mail Address: mschnitzer@customfoodservice.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 03/31/2011

GLOBAL FOODS INC., 5435 SOUTH DURANGO DRIVE, LAS VEGAS NV 89113

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000009080 X

Telephone Number: ~~702/870-7600~~ **702/212-4536**

Fax Number: ~~702/877-1163~~ **702/851-0899**

Contact Person: ~~Rhonda Julian~~ **Steve Sanders**

E-mail Address: ~~rhondaj@globalfoodslv.com~~ steves@globalfoodslv.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

GOOD SOURCE SOLUTIONS, 3115 MELROSE DR SUITE 160, CARLSBAD, CA 92010
1525 FARADAY AVE SUITE 225, CARLSBAD, CA 92008

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

√ Yes
No

Terms: Net 30

Vendor Number: 2011000353 0

Telephone Number: ~~800-813-5124~~ **800/914-9319**

Fax Number: ~~858-435-1187~~ **858/435-1182**

Contact Person: ~~Michele Thurman~~ **Lydia Gable** - Good Source Account Manager

E-mail Address: mthurman@goodsource.com lgable@goodsource.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 03/31/2011

HARVEST FARMS, 45000 N. YUCCA AVENUE, LANCASTER, CA 93534

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms:	NET 30
Vendor Number:	W000016326 X
Telephone Number:	661/945-3636
Fax Number:	661/949-7077
Contact Person:	Brett Nelson
E-mail Address:	brettn@harvestfarms.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28 May 31, 2013 2016.

INVESTMENT RECOVERY SERVICE, 113 N. EIGHT AVENUE, LEBANON, PA 17046

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: 1% 10 Days Net 30

Vendor Number: W000016344 X

Telephone Number: 713/984-8633

Fax Number: 713/984-8314

Contact Person: John Grantham

E-mail Address: Grantham.John@yahoo.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

JAVA HOLDINGS, INC, 16060 VENTURA BLVD, SUITE #105-215, ENCINO, CA 91436

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 20

Vendor Number: W000016052 X

Telephone Number: 310/775-1940

Fax Number: 888/561-5802

Contact Person: David Fox

E-mail Address: davidfox67@gmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

JENMAX FOODS LLC, 4168 AVENIDA DE LA PLATA STE 111 40, OCEANSIDE, CA 92056

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 15

Vendor Number: W000004520 X

Telephone Number: 760/806-9896

Fax Number: 760/806-3676

Contact Person: Cynthia Gosselin

E-mail Address: cgosselin@jenmaxfoods.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

JNS FOODS LLC, 1401 N. UNIVERSITY DR. SUITE 602, CORAL SPRINGS, FL 33071
6635 W. COMMERCIAL BLVD. SUITE 200, TAMARAC, FL 33319

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Please allow JNS FOODS LLC to participate in the Opportunity Program.

Terms: Net 30
Vendor Number: W000012113 X
Telephone Number: 954/718-7958
Fax Number: 954/718-8736
Contact Person: Eliot Meiseles
E-mail Address: bids@jnsfoods.com
Certificates of Insurance Required
Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 09/30/10

KALIL BOTTLING CO, PO BOX 26888, TUCSON, AZ 85726-6888

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000003999 X

Telephone Number: 520/622-5811

Fax Number: 520/623-6662

Contact Person: Steve Yankovich

E-mail Address: tucsonsales@kalibottling.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

LA FOODS, 7301 TOPANGA CANYON BLVD. SUITE #200, CANOGA PARK, CA 91304

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: Net 30
Vendor Number: W000001151 X
Telephone Number: 818/587-3757
Fax Number: 818/587-3767
Contact Person: Rob Andelson
E-mail Address: rob@la-foods.com
Certificates of Insurance Required
Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 09/30/10

LAWRENCE WHOLESALE, LLC DBA: A & R PRIVISIONS, P.O. BOX 58307, VERNON, CA 90058

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000008750 X

Telephone Number: 323/235-7535

Fax Number: 323/235-4787

Contact Person: Andrew Yago

E-mail Address: Andrew@arprovisions.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

MIDWEST QUALITY FOODS, 840 W. BARTLETT ROAD SUITE 3, BARTLETT, IL 60103

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000001243 X

Telephone Number: 630/372-9200

Fax Number: 630/372-9600

Contact Person: Richard Mackowiak

E-mail Address: advcomminc@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

MID-ATLANTIC CORRECTIONAL SUPP, 51 RAILROAD AVENUE, HILTON, NY 14468

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W0000013215 X

Telephone Number: 877/873-6227

Fax Number: 888/598-2530

Contact Person: **Rob Newhart** ~~Michael Sengillo~~

E-mail Address: rob@usemacs.com ~~mike@usemacs.com~~

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

NATIONAL FOOD GROUP INC, CSV SALES INC, 12396 WORLD TRADE DRIVE SUITE 106, SAN DIEGO, CA 92128

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES
39300

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: ~~W000006414~~ **X 2011000351 0**

Telephone Number: 858/568-7016 7023

Fax Number: 858/613-3670

Contact Person: Tracey Komata Jennifer Klein

E-mail Address: tkomata@nationalfoodgroup.com jklein@nationalfoodgroup.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

RBG FOODS LLC. P.O. BOX 845, MANKATO, MN 56002-0845

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

√ Yes
No

Terms: Net 20

Vendor Number: 2011000466 0

Telephone Number: 612-849-2187

Fax Number: 612-677-3444

Contact Person: Reiner Eisen

E-mail Address: rjeinv@msn.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 03/31/2011

SIMCO SALES, INC., 1180 S. BEVERLY DRIVE STE.509, LOS ANGELES, CA 90035

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES Ø % OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

√ Yes
No

Terms: Net 30

Vendor Number: 2011000468 0

Telephone Number: 310-284-8446

Fax Number: 310-284-8221

Contact Person: Tracy Laird

E-mail Address: tracy@simco.us

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **May 31, 2013 2016.**

ADDED 03/31/2011

SUPER SOURCE LLC, 441 BENDWOOD DRIVE, HOUSTON, TX 77024

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES 0% OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: Net 10

Vendor Number: W000017753 X

Telephone Number: 713/984 8633

Fax Number: 713/984 8314

Contact Person: John Grantham

E-mail Address: supersourceelle@gmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013 2016.

ADDED 09/30/10

Removed 03/10/2016

STAR FOODS AND GENERAL MERCHANDISE, 24700 CHAGRIN BLVD., BEACHWOOD, OH 44122

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

1.0 ~~PRICING:~~

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

~~Yes~~
~~No~~

Terms: _____ 1% 10 DAYS NET 30

Vendor Number: _____ 2011000479 0

Telephone Number: _____ 216 831 0992

Fax Number: _____ 216 831 4368

Contact Person: _____ James Spaulding

E-mail Address: _____ james@starfoods.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013 2016.

ADDED 03/31/2011

Removed 03/10/2016

INTERSECT USA, 28358 CONSTELLATION ROAD, SUITE 690, VALENCIA CA 91355
16343 PLACERITA CANYON ROAD, NEWHALL, CA 91321

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT. n/a~~

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000016322 X

Telephone Number: 877/250 3200

Fax Number: 661/251 9180

Contact Person: Cynthia Jensen

E-mail Address: Cindy.Jensen@intersectusa.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013-2016.

Removed 03/10/2016

CITADEL ENTERPRISE INC, PO BOX 6221, SAN JOSE, CA 95150

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000011388 X

Telephone Number: 408/275 0410

Fax Number: 408/275 0409

Contact Person: Tom Clark

E-mail Address: telark1@pacbell.net

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013-2016.

Removed 03/10/2016

THE FOOD EXCHANGE LLC, 5650 EL CAMINO REAL SUITE 220, CARLSBAD, CA 92008

COMPANY NAME: THE FOOD EXCHANGE, LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 5650 El Camino Real Suite 220 Carlsbad, CA 92008

REMIT TO ADDRESS: 5650 El Camino Real Suite 220 Carlsbad, CA 92008

TELEPHONE NUMBER: 760.707.5590

FACSIMILE NUMBER: 760.707.5591

WEB SITE: www.Thefoodexchangible.com

REPRESENTATIVE NAME: Michele Thurman

REPRESENTATIVE TELEPHONE NUMBER: 760.268.9884

REPRESENTATIVE E MAIL: Michele@Thefoodexchangible.com

-

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
<input checked="" type="checkbox"/> NET 15 DAYS			

PRICING SHEET: NIGP CODE 39300

Vendor Number: _____ 2011002128-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013-2016.

Added 01/17/2013

Removed 03/10/2016

EJS PRODUCE SALES INC, 4425 E. AGAVE RD., SUITE 138, PHOENIX, AZ 85044

COMPANY NAME: EJs Produce Sales, Inc.
 DOING BUSINESS AS (DBA) NAME: EJs Produce Sales, Inc.
 MAILING ADDRESS: 4425 E. Agave Rd., Suite 138 Phoenix, AZ. 85044
 REMIT TO ADDRESS: 4425 E. Agave Rd., Suite 138 Phoenix, AZ. 85044
 TELEPHONE NUMBER: 480-763-9548
 FACSIMILE NUMBER: 480-763-9549
 WEB SITE: Christina Melendez
 REPRESENTATIVE NAME: 480-763-9548
 REPRESENTATIVE TELEPHONE NUMBER: christina@ejsproducesales.com
 REPRESENTATIVE E MAIL:

-
 -

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

PRICING SHEET: NIGP CODE 39300

Vendor Number: _____ 2011001839-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013-2016.

Added 01/17/2013

Removed 03/10/2016

WESTERN VEG-PRODUCE, INC., PO BOX 82217, BAKERSFIELD, CA 93380

COMPANY NAME: WESTERN VEG-PRODUCE, INC.,
 DOING BUSINESS AS (DBA) NAME: (same)
 MAILING ADDRESS: PO BOX 82217, Bakersfield, CA 93380
 REMIT TO ADDRESS: PO BOX 82217, Bakersfield, CA 93380
 TELEPHONE NUMBER: 661/637-2362
 FACSIMILE NUMBER: 661/637-2365
 WEB SITE: www.wvegpro.com
 REPRESENTATIVE NAME: Dough
 REPRESENTATIVE TELEPHONE NUMBER: 661/637-2362
 REPRESENTATIVE E-MAIL: davido@wvegpro.com

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

NET 15 DAYS

PRICING SHEET: NIGP CODE 39300

Vendor Number: 2011002435 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending ~~February 28, 2013~~ **May 31 2016.**

Added 01/17/2013
Removed 03/10/2016

AMC COMMODITIES, P.O. BOX 1108, CLARKSTON, MI 48347

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: NET 30

Vendor Number: W000014701 X

Telephone Number: 810/694 2400

Fax Number: 248/394 0631

Contact Person: Paul Scheil

E-mail Address: paul@amccommodities.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

BELMONT SAUSAGE COMPANY, 2201 ESTES AVENUE, ELK GROVE VILLAGE, IL 60007

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: NET 15

Vendor Number: W000016346 X

Telephone Number: 713/984 8633

Fax Number: 713/984 8314

Contact Person: John Grantham

E-mail Address: John.Grantham@att.net

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

DIRECT GOVERNMENT SALES INC., 13911 RIDGEDALE DRIVE STE #481, MINNETONKA, MN 55035

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT.

1.0 _____ PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: _____ NET 21

Vendor Number: _____ W000001721 X

Telephone Number: _____ 888/447 4336

Fax Number: _____ 952/974 2827

Contact Person: _____ Mike Bechay

E-mail Address: _____ mbechay@directgovernmentsales.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

DISCOUNT PROVISIONS, 3030 SW 117 AVENUE, DAVIE, FL 33321

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: 1% 10 Days Net 30

Vendor Number: W000016055 X

Telephone Number: 877/818 4010

Fax Number: 954/720 6608

Contact Person: Richard Livadas

E-mail Address: discountprovisions@yahoo.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

EPICUREAN FOODS, 246 S. ROBSON, MESA, AZ 85210

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

~~Yes~~
 ~~No~~

Terms: NET 30

Vendor Number: W000001637 X

Telephone Number: 480/969 9333

Fax Number: 480/834 5506

Contact Person: Kathy Tuituu

E-mail Address: Kathy@epicurean-foods.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

FOOD EXPRESS USA, 2301 E. PACIFICA PLACE, RANCHO DOMINGUEZ, CA 90220

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:~~ ~~NO~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:~~ _____ ~~YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:~~ _____ ~~NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 ~~PRICING:~~

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

~~___~~ Yes
~~___~~ No

Terms: _____ NET 30

Vendor Number: _____ W000004067 X

Telephone Number: _____ 310/603 8899

Fax Number: _____ 310/603 2368

Contact Person: _____ Silvanna Smith

E-mail Address: _____ ssmith@unionsupply.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

GOAL LINE FOODS LLC, 2150 THIRD AVE N. STE #350, ANOKA, MN 55303

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: NET 30

Vendor Number: W000002249 X

Telephone Number: 763/576 8731

Fax Number: 763/576 8733

Contact Person: Bruce Harding

E-mail Address: bruceharding_dgs@hotmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

HIGHLAND WHOLESALE FOODS INC, 5635 SUNFISH COURT, DISCOVERY BAY, CA 94514

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: 2% 10 Days net 30

Vendor Number: W000004450 X

Telephone Number: 925/522 8150

Fax Number: 925/522 8155

Contact Person: Greg Stangitto

E-mail Address: greg@highlandfoodsinc.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

JENNY SERVICE CO., 150 EAST GREG STREET SUITE #101, SPARKS, NV 89431

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

~~Yes~~
 ~~No~~

Terms: NET 30

Vendor Number: W000002645 X

Telephone Number: 775/358 8585

Fax Number: 775/358 6767

Contact Person: Rosemary Rowan

E-mail Address: Rosemary.Rowan@jennyservicecompany.com
jennycoo@sbcglobal.net

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

MID VALLEY SALES LLC, 1235 CUMBERLAND DRIVE, HARRISONBURG, VA 22801

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: 1% 10 Days Net 30

Vendor Number: W0000016255 X

Telephone Number: 540/434 7585

Fax Number: 540/434 5701

Contact Person: Deborah Glover

E-mail Address: midvalleysales@comcast.net

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

PEPSI BOTTLING GROUP, 4242 E. RAYMOND STREET, PHOENIX, AZ 85040

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: NO~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ NO~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 _____ PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

~~____/____ Yes~~
~~_____ No~~

PEPSI BOTTLING GROUP, 4242 E. RAYMOND STREET, PHOENIX, AZ 85040

Amendment

This amendment (the "Amendment") executed this ____ day of September, 2010, hereby amends the agreement entered into between Bottling Group, LLC ("Pepsi") and Maricopa County (the "County") for the period commencing on September 1, 2000 and expiring on August 31, 2010 (the "Agreement"), as follows:

1. Term. The Term of the Agreement is hereby extended for an additional five (5) year period expiring on August 31, 2015.

2. Exclusive Rights. The County agrees that the exclusive rights it has granted to Pepsi to have its beverage products be the exclusive non-alcoholic beverages sold, dispensed or otherwise made available or in any way displayed, promoted or advertised at or in connection with the County's office buildings, courthouse and related facilities will extend to all new facilities opened during the five-year extension Term, including the new court house and satellite court building scheduled to open in Phoenix.

3. Consideration. Any consideration offered by Pepsi to the County during the original Term of the Agreement is hereby replaced in its entirety with the following consideration:

(a) Annual Rights Fee. Pepsi will pay the County an Annual Rights Fee, as follows:

Year	Applicable Time Period	Amount	Due Date: within 45 days after:
1	September 1, 2010 – August 31, 2011	\$13,000	August 31, 2011
2	September 1, 2011 – August 31, 2012	\$13,000	August 31, 2012
3	September 1, 2012 – August 31, 2013	\$13,000	August 31, 2013
4	September 1, 2013 – August 31, 2014	\$13,000	August 31, 2014
5	September 1, 2014 – August 31, 2015	\$13,000	August 31, 2015

(b) In any Year in which the County's purchase of cases of 20 oz. carbonated soft drinks exceeds 2,000 cases, Pepsi will increase the Annual Rights Fee for such Year to \$15,000.

(c) 20 oz. Carbonated Soft Drink Rebate Fund. In any Year in which the County purchases less than 2,000 cases of 20 oz. Carbonated Soft Drinks from Pepsi, Pepsi will pay the County \$3.00 per case of 20 oz. Carbonated Soft Drinks purchased during such Year. In any Year in which the County purchases greater than or equal to 2,000 cases of 20 oz. Carbonated Soft Drinks from Pepsi, Pepsi will pay the County \$5.00 per case of 20 oz. Carbonated Soft Drinks purchased during such Year.

(d) 20 oz. Aquafina Rebate Fund. In any Year in which the County purchases greater than 2,000 cases of 20 oz. Carbonated Soft Drinks from Pepsi, Pepsi will pay the County \$1.00 per case of 20 oz. Aquafina purchased during such Year. County will not receive any Rebates on 20 oz. Aquafina purchases made during any Year in which the County purchases less than 2,000 cases of 20 oz. Carbonated Soft Drinks from Pepsi.

(e) Gallon Rebate Fund. In any Year in which the County purchases greater than 5,000 Gallons of Postmix Product from Pepsi, Pepsi will pay the County \$1.00 per Gallon on all Postmix Products purchased during such Year. County will not receive any Rebates on Postmix Product purchases made during any Year in which the County purchases less than 5,000 Gallons from Pepsi.

PEPSI BOTTLING GROUP, 4242 E. RAYMOND STREET, PHOENIX, AZ 85040

(f) Equipment. Pepsi will continue to loan the County equipment necessary to dispense Pepsi's products at County facilities. All equipment will remain the property of Pepsi and will be returned to Pepsi upon expiration or termination of the Agreement.

(g) Pricing. Pepsi will continue to offer County current product pricing through June 30, 2011. Thereafter, Pepsi shall have the right to increase pricing up to three percent (3%) a Year.

(h) Diamondbacks Suite. Subject to the terms of Pepsi's Agreement with the Arizona Diamondbacks, Pepsi will offer the County the use of Pepsi's Suite at Chase Ballpark one night each Year. Pepsi will provide the County with up to 12 tickets to the Ballpark to provide access to the Suite.

All other terms and conditions of the Agreement shall remain in full force and effect throughout Term.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first above written.

BOTTLING GROUP, LLC

By: 
Name: John F. Young
Title: SFSR
Date: 21 Sept

MARICOPA COUNTY, ARIZONA


DIRECTOR, MATERIALS MANAGEMENT

10/21/2010
DATE

CHAIRMAN, BOARD OF SUPERVISORS

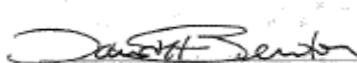
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

Oct 5 2010
DATE

- Terms: _____ NET 20
- Vendor Number: _____ W000005333 X
- Telephone Number: _____ 602/437 7061
- Fax Number: _____ 602/437 7078
- Contact Person: _____ Johnny Young
- E-mail Address: _____ Johnny.Young@pepsi.com
- Certificates of Insurance _____ Required
- Contract Period: _____ To cover the period ending February 28, 2013.

RESERS FINE FOODS INC., 15570 SW JENKINS ROAD, BEAVERTON, OR 97006

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: NET 10

Vendor Number: W000016378 X

Telephone Number: 503/643 6431

Fax Number: 503/646 9233

Contact Person: Steve Wisniewski

E-mail Address: stevew@resers.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

SOMERSET INDUSTRIES, PO BOX 927, SPRINGHOUSE, PA 19477

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES % OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

Terms: NET 30

Vendor Number: W000004452 X

Telephone Number: 800/529-0633

Fax Number: 215/619-4778

Contact Person: Doug Beck

E-mail Address: dougb@somersetindustries.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

VISTAR / VEND SOURCE ARIZONA, 2434 S. 10TH STREET, PHOENIX, AZ 85034

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES 0% OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

~~Yes~~
 ~~No~~

Terms: NET 30

Vendor Number: W000006285 X

Telephone Number: 602/254 2500

Fax Number: 602/254 5608

Contact Person: Anthony Papa

E-mail Address: apapa@vend-source.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

ASSOCIATION OF AZ. FOOD BANKS, 2100 N CENTRAL AVE SUITE 230, PHOENIX, AZ 85004

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO~~
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

~~FUEL COMPRISES 0% OF TOTAL BID AMOUNT.~~

1.0 PRICING:

~~Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.~~

Yes
 No

~~We have a long standing relationship of providing special needs items to the Maricopa County Sheriff's Office. We will continue to provide excellent, timely service and products.~~

Terms: Net 30

Vendor Number: W000001845 X

Telephone Number: 602/528 0740

Fax Number: 602/528 3838

Contact Person: Jami Kakinuma

E mail Address: jlk@azfoodbanks.org

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

ADDED 09/30/10

BAKEMARK, 6990 N VAN ARK ROAD, TUCSON, AZ 85743

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0% OF TOTAL BID AMOUNT.

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: Net 30

Vendor Number: W000004698 X

Telephone Number: 520/682 0002

Fax Number: 520/682 8556

Contact Person: Dave Vogel

E mail Address: dvogel@bakemarkusa.com

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

ADDED 09/30/10

CELL EBRITY FOOD, 19501 W. COUNTRY CLUB DRIVE SUITE #205, AVENTURA, FL 33180

PRICING SHEET: NIGP CODE 39300

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

~~WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES 1% REBATE~~

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

~~FUEL COMPRISES 0% OF TOTAL BID AMOUNT.~~

1.0 PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Terms: 1% 10 Days Net 30 Days

Vendor Number: W000008177 X

Telephone Number: 305/932 8868

Fax Number: 800/555 2544

Contact Person: Alan Kanter

E-mail Address: liliet@atlanticbb.net

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2013.

ADDED 09/30/10

HORIZON SALES OF MINNESOTA, 8525 EDINBROOK CROSSING SUITE 2, BROOKLYN PARK, MN 55443

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES ~~0~~ % OF TOTAL BID AMOUNT.

1.0 _____ PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

Yes
 No

Offering the following specila buys for cheese:

~~4/5# pizza blend shredded cheese: 4 cheese blend of 25% mozzarella, 25% white cheddar, 25% chipotle colored cheddar cheese, and 25% Pepper Jack. Price: \$0.97/lb delivered to AZ. Made to order.~~

~~4/5# Mozzarella Shredded Cheese. Made to Order. Price: \$1.29/lb delivered to AZ.~~

~~25,000 lbs of 6/5# 50% Mozzarella/50% White Muenster Shredded Cheese. Manufacture dates of 6/2010. Great cheese! Price: \$1.21/lb delivered to AZ.~~

~~Horsradish white cheddar trim cheese. Packed in 25# sealed cases. Price: \$0.70/lb delivered.~~

~~5,000 lbs of Chipotle cheddar trim cheese. Packed sealed in 25# cases. Price: \$0.75/lb delivered to AZ.~~

~~40# Bulk pressed yellow cheddar cheese blks. Price: \$1.00/lb delivered to AZ.~~

~~30# Bulk Individually Wrapped Imitation Cheese Slices, EZ Melt. Price: \$0.99/lb delivered to AZ.~~

~~4/5# 160 ct. real american sliced cheese. Call for price.~~

Terms: _____ 1% 10 Days Net 30 Days

Vendor Number: _____ W000017691 X

Telephone Number: _____ 763/315 0553

Fax Number: _____ 763/315 3401

Contact Person: _____ Jesse Westlund

E-mail Address: _____ jwestlund@horizonsalesinc.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 09/30/10

KODIAK FRESH LLC, 1033 E. MARICOPA FREEWAY, PHOENIX, AZ 85043

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES ~~0~~ % OF TOTAL BID AMOUNT.

1.0 _____ PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

 ✓ Yes
_____ No

Terms: _____ Net 45

Vendor Number: _____ W000004139 X

Telephone Number: _____ 602/253 2236

Fax Number: _____ 602/255 0327

Contact Person: _____ Blair Hillman

E-mail Address: _____ blair@kodiakproduce.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 09/30/10

PREMIER FOOD SERVICE CORPORATION, 55 CHESBROUGH ROAD, WEST ROXBURY, MA 02132

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES ~~0~~ % OF TOTAL BID AMOUNT.

1.0 _____ PRICING:

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

 ✓ Yes
_____ No

Terms: _____ Net 30

Vendor Number: _____ W000017750 X

Telephone Number: _____ 702/210 7721

Fax Number: _____ 702/552 5667

Contact Person: _____ Salma Barrett

E-mail Address: _____ salma.premier@gmail.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 09/30/10

KELLOGG SUPPLY, INC, 405 N. 75TH AVE. BLDG. 2, STE. 144, PHOENIX, AZ 85043

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

1.0 ~~PRICING:~~

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

~~Yes~~
~~No~~

Terms: _____ Net 20

Vendor Number: _____ 2011000432 0

Telephone Number: _____ 623 936 6103

Fax Number: _____ 623 936 4022

Contact Person: _____ Douglas Mahoney

E-mail Address: _____ dmahoney@kelloggsupply.net

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 03/31/2011

NATIONWIDE FOOD GROUP INC., 12417 NW 35 STREET, CORAL SPRINGS, FL 33065

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~YES~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

1.0 ~~PRICING:~~

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

~~Yes~~
~~No~~

Terms: _____ Net 10

Vendor Number: _____ 2011000550-0

Telephone Number: _____ 954 925 7800

Fax Number: _____ 954 757 9923

Contact Person: _____ Dana DiSanto

E-mail Address: _____ sales@nationwidefoodgroup.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 03/31/2011

PROACTIVE SALES AND MARKETING, INC, 110 BANK STREET #214, MINNEAPOLIS, MN 55414

PRICING SHEET: NIGP CODE 39300

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: ~~NO~~

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: _____ NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

1.0 ~~PRICING:~~

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

~~Yes~~
~~No~~

Terms: _____ Net 30

Vendor Number: _____ 2011000458 0

Telephone Number: _____ 612 343 8894

Fax Number: _____ 612 234 4591

Contact Person: _____ Patty Persons

E-mail Address: _____ patty@proactive-sales.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2013.

ADDED 03/31/2011

SPECIAL BUY OPPORTUNITY: MISCELLANEOUS FOOD ITEMS

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a multiple award/qualifying requirements contract with vendors of record that will allow the purchase of opportunity and/or special buys. There are no specific items to price. The County is soliciting vendors that will without exception agree to the terms and conditions listed in this call for bids. If the terms and conditions are agreed to, a contract will be awarded that will allow Maricopa County Sheriff's Office Food Services to purchase on an as needed basis, items that meet the following general definitions listed in the technical specification section of this call for bids. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of **Office of Procurement Services**.

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 DEFINITIONS:

2.1.1 Special Buys: Imperfect products that do not meet the standard for a manufacturers #1 product (usually retail). These products to have only slight cosmetic imperfections, are to be current pack, and have the same nutritional value as the #1 product.

2.1.2 Opportunity Buys: One time inventories that are the result of a variety of circumstances; change of pack, over production, mislabeling, nearing code date, misformulation, or a test product that didn't sell well.

2.2 The vendor shall provide the Maricopa County Sheriff's Office with a written quotation. The quotation shall include, at a minimum, the product, the price (inclusive of delivery), the quantity, deadline response date, a contact name, and the vendor shall provide nutrition facts and ingredient list at time of offer. Faxes can be sent to: Nancy O'Neill (602) 442-4080

2.3 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.

2.4 DELIVERY AND INSTALLATION:

Delivery shall be F.O.B. DESTINATION, FREIGHT PRE-PAID within **TEN** (10) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. **Absolutely no slip sheets shall be allowed.**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.5 EXPEDITED DELIVERY:

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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.

2.6 SHIPPING DOCUMENTS:

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

- 2.6.1 Contract Serial number.
- 2.6.2 Contractor's name and address.
- 2.6.3 Using Agency name and address.
- 2.6.4 Using Agency purchase order number.
- 2.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.7 SHIPPING TERMS:

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

2.8 INVOICES AND PAYMENTS:

2.8.1 The Contractor shall submit one (1) legible copy 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 delivery
- Quantity
- Description of Purchase
- Pricing per unit of purchase
- Extended price
- Total Amount Due

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

- 2.8.3 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 (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document <http://www.maricopa.gov/Finance/Vendors.aspx>.
- 2.8.4 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.
- 2.8.5 Questions regarding billing or invoicing shall be directed to Betty Hampton, at 602-876-5603. Other County using agencies may utilize this contract. In those cases the Contractor(s) shall communicate with the using agencies accounts payable division.

2.9 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.

2.10 **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.

2.11 **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 INDEMNIFICATION:

- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE REQUIREMENTS

- 3.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.4.2 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.
- 3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.4.8 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.

3.4.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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.

~~3.4.10 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.~~

3.4.11 Workers' Compensation:

3.4.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.4.11.2 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.

3.4.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

3.4.12.1 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.

3.4.12.2 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.

3.4.13 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.

3.5 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.

3.6 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.

3.7 REQUIREMENTS CONTRACT:

3.7.1 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.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor 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.

3.7.3 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.

3.8 ORDERING AUTHORITY.

3.8.1 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).

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 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.

3.11 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.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.13 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.

3.14 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.

3.15 SUBCONTRACTING:

3.15.1 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.

3.15.2 **The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. 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.**

3.16 **AMENDMENTS:**

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

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

3.17.1 **In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

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

3.18 **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.

3.19 **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.

3.20 **RIGHTS IN DATA:**

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

3.21 **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.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.22.1 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:
- 3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.22.1.2 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;
 - 3.22.1.3 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
 - 3.22.1.4 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.
- 3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.22.3 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.

3.23 ALTERNATIVE DISPUTE RESOLUTION:

- 3.23.1 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:
- 3.23.1.1 Render a decision;
 - 3.23.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.23.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.23.2 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.

3.23.3 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.

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

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

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.21.1 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.

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

3.25.1 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.

3.25.2 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.

3.26 CONTRACTOR LICENSE REQUIREMENT:

3.26.1 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.

- 3.26.2 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) 542-1502 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.

3.27 **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:

- 3.27.1 **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,**
- 3.27.2 **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.

3.28 **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.