

SERIAL 11128 C

MCSO CANTEEN FOOD ITEMS

DATE OF LAST REVISION: December 12, 2016

CONTRACT END DATE: March 31, 2018

**CONTRACT PERIOD THROUGH ~~MARCH DECEMBER 31, 2015~~ ~~SEPTEMBER 30, 2016~~
MARCH 31, 2018**

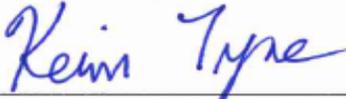
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MCSO CANTEEN 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 **March 28, 2012 (Eff. 04/01/12)**.

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

JG/at
Attach

Copy to: Office of Procurement Services
Amie Bristol, MCSO
Suzanne Baier, MCSO
Victoria Brown, MCSO

(Please remove Serial 08095-C from your contract notebooks)

PERFORMANCE FOOD GROUP DBA: JENNY SERVICE GROUP, 150 E GREG ST, STE 101, SPARKS, NV 89431

COMPANY NAME: Performance Food Group DBA: Jenny Service Group

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 150 E. Greg Street #101 Sparks, NV 89431
PO Box 3323 Sparks, NV 89432

REMIT TO ADDRESS: Arapahoe Road, Centennial, CO 80112
150 E. Greg Street #101 Sparks, NV 89431

TELEPHONE NUMBER: 888-358-8696

FACSIMILE NUMBER: 775-358-6767

WEB SITE: www.jennyservicecompany.com

REPRESENTATIVE NAME: Silvanna Smith Leslie Pool- Sean Mahoney

REPRESENTATIVE TELEPHONE NUMBER: 888-358-8696 775-358-8585-781-799-3651

REPRESENTATIVE E-MAIL: silvannasmith@jennyservicecompany.com
lesliep@jennyservice.co sean.mahoney@pfgc.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"/>	

FUEL COMPRISES (if section for fuel price adjustment is 0% OF TOTAL BID AMOUNT located in the solicitation document)

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.1	Almond Joy	1.61 oz	432	\$ 0.4900	\$ 211.68	
1.2	Baby Ruth	2.1 oz	288	\$ 0.4300	\$ 123.84	
1.3	Butterfinger	2.1 oz	288	\$ 0.4600	\$ 132.48	3/6/2014
1.7	Hershey Almond Bar	1.45 oz	432	\$ 0.5000	\$ 216.00	3/6/2014
1.14	M&M Plain	1.69 oz	384	\$ 0.5000	\$ 192.00	3/6/2014
1.18	Milky Way	2.05 oz	360	\$ 0.5000	\$ 180.00	
1.23	Reese's Peanut Butter Cups	1.5 oz.	432	\$ 0.4700	\$ 203.04	3/6/2014
1.31	Go Lightly Throat Lozenges	30 ct	24	\$ 0.9200 \$ 0.9500	\$ 22.08 \$ 22.80	12/01/16
1.42	Jolly Rancher Chews	2.06 oz.	96	\$ 0.6300	\$ 60.48	
1.46	Starburst Licorice	3.45 oz.	24	\$ 1.0700	\$ 25.68	
1.49	Go Lightly Sugar Free Chocolate	2.75 oz.	12	\$ 0.9800	\$ 11.76	

	Mints with Splenda					
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PERFORMANCE FOOD GROUP DBA: JENNY SERVICE GROUP

1.53	Go Lightly Hometown Sugar Free Vanilla Caramels	2.75 oz.	12 48 12	\$ 0.9800 \$ 1.060	\$ 11.76 \$ 47.04 \$ 12.72	05/01/16 12/01/16
1.54	Go Lightly Sugar Free Fruit Chews	2.75 oz.	12	\$ 0.9800	\$ 11.76	
2.3	Malt O Meal Cereal Packs	.75 oz.	96	\$ 0.2400	\$ 23.04	
2.28	Kars Roasted Hot Green Peas, Wasabi or Kasugai	1.25 oz	72	\$ 0.3600	\$ 25.92	
2.34	Snack King Trail Mix, Tropical Blend	3.25 oz.	72	\$ 0.5200	\$ 37.44	3/6/2014
3.03	Tillamook Jerky	1 oz.	192	\$ 0.6800 \$ 0.9600 \$ 1.0000	\$ 130.56 \$ 184.32 \$ 192.00	04/01/15 12/01/16
3.06	Hometown Sausage Log, Asst Flavors	5 oz.	40	\$ 1.1000	\$ 44.00	04/01/15
3.08	Majestica Tuna in Water	3 oz.	24	\$ 0.7500	\$ 18.00	
	Ocean Harvest Tuna in Water (Pouch) Bumble Bee Chunk Lt Tuna	3 oz. 2.5 oz	24 12	\$ 0.9500 \$1.035	\$ 22.80 \$12.42	4/26/2013
4.33	Dolly Madison Donut Holes	8 oz.	12	\$ 1.2200	\$ 14.64	
6.1	Cool Off Drink Mix, Asst Flavors including Sugar Free	1.4 grams	1000	\$ 0.0550 \$ 0.060	\$ 55.00 \$ 60.00	12/01/16
6.3	Village Farm Hot Cocoa	4.5 oz.	128	\$ 1.2800	\$ 15.36	
6.4	JFG Coffee, Decaf Single Serve	Single serv	1000	\$ 0.0400 \$ 0.1680	\$ 40.00 \$ 80.52	04/01/15

PRICING SHEET: NIGP CODES: 37530, 39334, 39363, 39377

Vendor Number: 2011000379-0 VC0000010211

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March~~ December 31, 2015
September 30, 2016 **March 31, 2018.**

KEEFE SUPPLY COMPANY, PO BOX 840100 KANSAS CITY, MO 64184
55-101 VISTA BLVD., SPARKS, NV 89434 13369 VALLEY BOULEVARD, FONTANA, CA 92335

COMPANY NAME: Keefe Supply Company

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 13369 Valley Boulevard Fontana, CA 92335
55-101 Vista Blvd., Sparks, NV 89434

REMIT TO ADDRESS: 10880 Lin Page Place St. Louis, MO 63132
PO Box 840100, Kansas City, MO 64184

TELEPHONE NUMBER: (800) 411-0454

FACSIMILE NUMBER: (909) 357-2352

WEB SITE: www.keefegroup.com

REPRESENTATIVE NAME: Angelo Leber Alexis Fennell Dennis Dempsey

REPRESENTATIVE TELEPHONE NUMBER: (800) 890-5206 (909) 429-6951

REPRESENTATIVE E-MAIL: aleber@keefegroup.com afennell@keefegroup.com
ddempsey@keefegroup.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"/>
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FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.12	M&M Peanuts	1.74 oz.	384	\$ 0.3619	\$ 384.00	
1.16	Mars Bar	1.76 oz.	288	\$ 0.4588	\$ 132.13	
1.25	Reeses Pieces	3.5 oz.	144	\$ 1.1500	\$ 163.60	
1.26	Rolo	1.91 oz.	216	\$ 0.3588	\$ 77.50	
1.36	Chick-O-Sticks	.7 oz	200	\$ 0.1264	\$ 25.88	12/01/16
1.40	Jolly Rancher, Assorted Flavors	3.7 oz.	48	\$ 0.5688	\$ 27.30	
1.52	Sugar Free Wild Fruit	1.75 oz.	60	\$ 0.4150	\$ 24.90	
1.55	Tootsie Rolls	2.75 oz.	60	\$ 0.5100	\$ 30.60	
1.56	Red Licorice bites	4.0 oz.	48	\$ 0.4630	\$ 22.22	
2.23	EZ Digbys yogurt covered Pretzels Alpine Valley Yogurt Pretzels	5 oz	24	\$ 0.7900 \$ 1.00	\$ 18.96 \$ 24.00	3/6/2014
2.27	Barcelona mixed nuts	2 oz	72	\$ 0.7400	\$ 53.28	
2.31	Cheese Popcorn	1.5 oz.	24	\$ 0.3000 \$ 0.330	\$ 7.20 \$ 7.92	12/01/16

KEEFE SUPPLY

2.32	ML caramel corn	3.53 oz.	60	\$ 0.4000	\$ 24.00	
2.38	Au'some Fl natural organic snacks berrilicious nuggets	1.8 oz.	24	\$ 0.1600	\$ 3.84	
2.43	Kellogg low fat granola	1.5 oz.	48	\$ 0.3880	\$ 18.62	
2.45	Quakes mini chocolate	.91 oz.	60	\$ 0.4188	\$ 25.13	
3.01	O'Brien's Beef Stick Asst Flavors	1.125 oz.	100	-\$ 0.3630	-\$ 36.30	01/06/2015
3.02	Jack Links Chicken Nuggets, Flamin Buffalo	1 oz.	148	\$ 0.3088	\$ 45.70	
3.05	KC Masterpiece Kipperd beef stick	2 oz.	144	\$ 1.2900 \$ 1.510	\$ 185.76 \$ 217.44	12/01/16
3.09	BC Prem chicken breast pouch, in water	4.5 oz.	24	\$ 1.6500	\$ 39.60	
3.12	Pickle, (in a pouch) Asstd Flvrs	8 oz.	12	\$ 0.4000	\$ 4.80	
4.7	Stauffners Ginger Snaps	2.13 oz	60	\$ 0.2988	\$ 17.93	
4.15	Keebler Fiber Enriched Honey Graham Crackers	3	150	\$ 0.1280	\$ 19.20	
4.16	Nature Valley Maple Brown Sugar Granola Bar	1.2 oz.	168	\$ 0.0988	\$ 16.60	
4.27	ZC Swiss Rolls	2	144	\$ 0.2400	\$ 34.56	
4.29	ZC Iced Cinnamon Swirl Roll	4	32	\$ 0.3890	\$ 12.32	
5.2	CA Sharp Cheddar Squeeze Snack	2 oz.	180	\$ 0.3400	\$ 61.20	
5.3	Squeeze-Ums Grape Jelly	1 oz.	200	\$ 0.0750	\$ 15.00	
5.4	Squeeze-Ums Peanut Butter	1.12 oz	400	\$ 0.1410	\$ 56.40	
5.5	Velveeta Cheese rice	2 oz	50	\$ 0.3450	\$ 17.25	
5.8	Chi Chi's White Corn Tortillas	9 oz.	12	\$ 0.7000	\$ 8.40	
5.9	CA Flour Tortilla	8 ct	48	\$ 0.5700	\$ 27.36	
5.11	CA Spicy Bean Dip	4 oz	48	\$ 0.5700	\$ 27.36	
8.3	Variety Instant Oatmeal	13.8 oz.	120	\$ 0.1422	\$ 17.06	
8.11	Hawaiian Punch Variety	.94 oz.	96	\$ 0.1080	\$ 10.37	
8.12	Variety Oatmeal	single	120	\$ 0.2788	\$ 33.46	

PRICING SHEET: NIGP CODES: 37530, 39334, 39335, 39343, 39363

Vendor Number: 2011000378-0 VC0000004045

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March~~ ~~December 31, 2015~~
~~September 30, 2016~~ **March 31, 2018.**

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

COMPANY NAME: Kellogg Supply
 DOING BUSINESS AS (DBA) NAME: Kellogg Supply, Co.
 MAILING ADDRESS: 405 N. 75th Ave. Bldg. 2, Ste. 144 Phoenix, Arizona 85043
 REMIT TO ADDRESS: 405 N. 75th Ave. Bldg. 2, Ste. 144 Phoenix, Arizona 85043
 TELEPHONE NUMBER: 623-936-6103
 FACSIMILE NUMBER: 623-936-4022
 WEB SITE: _____
 REPRESENTATIVE NAME: Douglas J. Mahoney
 REPRESENTATIVE TELEPHONE NUMBER: 602-622-1456
 REPRESENTATIVE E-MAIL: dmahoney@kelloggsupply.net

	<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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 10 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.4	M&M Plain	1.69oz.	384	\$ 0.505	\$ 193.92	3/6/2014
1.5	Fastbreak Reese's	2.6 oz.	288	\$ 0.515	\$ 148.32	
1.7	Hershey w/ Almond Bar	1.45oz.	432	\$ 0.515	\$ 222.48	3/6/2014
1.9	Big Kat	1.9 oz.	360	\$ 0.515	\$ 185.40	
	Big Kat			\$ 0.549	\$ 197.64	4/1/2013
1.10	Kit Kat Regular	1.6 oz.	360	\$ 0.515	\$ 185.40	
	Kit Kat Regular			\$ 0.549	\$ 197.64	4/1/2013
1.13	M&M Peanuts	3.27 oz.	288	\$ 0.86	\$ 247.68	
1.15	M&M Plain	3.27 oz.	288	\$ 0.86	\$ 247.68	
1.17	Mild Duds	1.85 oz.	144	\$ 0.505	\$ 72.72	
1.20	PayDay	1.85 oz.	288	\$ 0.505	\$ 145.44	
	PayDay			\$ 0.549	\$ 158.11	4/1/2013
1.23	Reese's Peanut Butter Cups	1.5 oz.	432	\$ 0.505	\$ 218.16	3/6/2014
1.25	Reeses Pieces	1.63 oz.	288	\$ 0.505	\$ 145.44	
1.27	Snickers	2.07 oz.	384	\$ 0.485	\$ 186.24	
	Snickers			\$ 0.494	\$ 189.69	4/1/2013
1.28	Snickers Munch Bar	1.42 oz.	288	\$ 0.485	\$ 139.68	
1.29	Take5	1.5 oz.	288	\$ 0.555	\$ 159.84	
1.30	Three Musketeers	2.13 oz.	360	\$ 0.455	\$ 163.80	
	Three Musketeers			\$ 0.549	\$ 197.64	4/1/2013

KELLOGG SUPPLY

1.32	Twix	1.79 oz.	360	\$ 0.455	\$ 163.80	
	Twix			\$ 0.560	\$ 197.64	4/1/2013
1.33	Whatchamacallit	1.7 oz.	432	\$ 0.545	\$ 235.44	
1.45	Licorice, Starbust	2.07 oz.	360	\$ 0.465	\$ 167.40	
	Licorice, Starbust			\$ 0.560	\$ 197.64	4/1/2013
1.57	Whoppers	1.7 oz.	288	\$ 0.55	\$ 158.40	
2.1	Cheetos	1.125 oz.	104	\$ 0.247	\$ 25.69	
				\$ 0.195	\$ 20.28	
2.7	Barrel Of Fun Chips, Asst Flavors	1.0 oz.	104 ct 90ct	\$ 0.205	\$ 18.45	1/1/16
				\$ 0.215	\$ 19.35	12/01/16
2.21	Pretzels, Sourdough, Snyder's	1.5 oz.	60	\$ 0.3185	\$ 19.11	
2.22	Pretzels, Bite Size, Snyder's, Asst Flavors	2.25 oz.	60	\$ 0.3185	\$ 19.11	
	Pretzels, Bite Size, Snyder's, Asst Flavors			\$ 0.3270	\$ 19.62	4/1/2013
2.26	Planters Honey Roasted Peanuts	2.0 oz	144	\$ 0.3135	\$ 45.15	
	Planters Honey Roasted Peanuts			\$ 0.3600	\$ 51.84	4/1/2013
2.30	Johnny Rapp Popped Popcorn	1.0 oz.	90	\$ 0.265	\$ 23.85	
				\$ 0.454	\$ 36.32	
3.07	O'Brien's Summer Sausage Hannah's Mexicana	1.7 oz.	80	\$ 0.475	\$ 38.00	3/6/2014
				\$ 0.530	\$ 42.40	04/01/15
3.10	Armour Chili or Stew in pouch	8.0 oz.	24	\$ 0.889	\$ 21.34	04/01/15
				\$ 0.980	\$ 23.52	
				\$ 0.899	\$ 21.58	4/1/2013
				\$ 0.90	\$ 21.60	3/6/2014
				\$ 1.05	\$ 25.20	1/1/16
	Armour Chili or Stew in pouch			\$ 1.07	\$ 25.68	12/01/16
4.1	Nabisco 100 Calorie Cookie Pack	.85 oz.	100	\$ 0.316	\$ 31.60	
				\$ 0.316	\$ 7.59	
4.10	Lil Dutchmaid Sandwich Crème Cookies, Asst Flavors	5 oz.	24	\$ 0.350	\$ 8.40	04/01/15
				\$ 0.370	\$ 8.88	12/01/16
				\$ 0.254	\$ 24.38	
				\$ 0.265	\$ 25.44	04/01/15
5.1	Kellogg Cold Cereal, Asst Flavors	1.125 oz.	96 ct	\$ 0.261	\$ 25.06	1/1/16
				\$ 0.290	\$ 27.84	12/01/16
5.6	Ramen Soup, Asst Flavors	3.0 oz.	24 ct	\$ 0.179	\$ 4.30	
				\$ 0.175	\$ 43.75	
				\$ 0.18	\$ 45.00	1/1/16
5.10	Condiment Packs	5 ct	250 ct	\$ 0.190	\$ 47.50	12/01/16
6.6	Diamond Crystal Sugar Substitute	.8 gram	2000 ct	\$ 0.006	\$ 12.01	
				\$ 0.405	\$ 40.50	03/22/14
3.01	Trails Best Beef & Cheese	1.25 oz	100	\$ 0.460	\$ 46.00	04/01/15
				\$ 1.105	\$ 44.20	04/01/15
				\$ 1.13	\$ 45.20	1/1/16
3.06	Sausage Log	5.0 oz	40	\$ 1.25	\$ 50.00	12/01/16

KELLOGG SUPPLY

PRICING SHEET: NIGP CODES: 37530, 39334, 39335, 39343, 39363, 39377, **39310**

Vendor Number: ~~2011000432-0~~ **VC0000009439**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March December 31, 2015 September 30, 2016~~ **March 31, 2018.**

RAINMAKER INC., 1100 EAST OAKLAND PARK BLVD #106, FT LAUDERDALE, FL 33334

COMPANY NAME: RAINMAKER, INC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 1100 EAST OAKLAND PARK BLVD, #106
FT. LAUDERDALE, FLORIDA 33334

REMIT TO ADDRESS: 1100 EAST OAKLAND PARK BLVD, #106
FT. LAUDERDALE, FLORIDA 33334

TELEPHONE NUMBER: 954-566-8684

FACSIMILE NUMBER: 954-566-8681

WEB SITE: _____

REPRESENTATIVE NAME: LINDA WATSON

REPRESENTATIVE TELEPHONE NUMBER: 954-566-8684

REPRESENTATIVE E-MAIL: RAINMAKER55@BELLSOUTH.NET

	<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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
4.24	American Classic Pound Cake	3 oz.	72	\$ 0.249 \$ 0.26	\$ 17.928 \$ 18.65	3/6/2014
4.30	American Classic Cornbread	2 oz.	72	\$ 0.205 \$ 0.22	\$ 14.76 \$ 15.35	3/6/2014
4.37	American Classic Muffins, Asst Flavors	4 oz.	72	\$ 0.37 \$ 0.38	\$ 26.64 \$ 13.85	3/6/2014
	American Classic Muffins, Asst Flavors		36	\$ 13.32 \$ 0.38	\$ 13.32 \$ 13.85	7/6/2012 3/6/2014
4.38	American Classic Muffins, Asst Flavors	2 oz.	72	\$ 0.22 \$ 0.23	\$ 15.84 \$ 16.47	3/6/2014

PRICING SHEET: NIGP CODES: 37530

Vendor Number: **2011001519-0 VC0000003949**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March December 31, 2015~~
~~September 30, 2016~~ **March 31, 2018.**

UNION SUPPLY DBA: FOOD EXPRESS USA, 2301 E. PACIFICA PL., RANCHO DOMINGUEZ, CA 90224

COMPANY NAME: Union Supply Company, Inc.
 DOING BUSINESS AS (DBA) NAME: dba Food Express USA
 MAILING ADDRESS: 2301 E. Pacifica Place Rancho Dominguez, CA 90224
 REMIT TO ADDRESS: 2301 E. Pacifica Place Rancho Dominguez, CA 90224
 TELEPHONE NUMBER: (888)698-6666
 FACSIMILE NUMBER: (310) 603-2368
 WEB SITE: www.unionsupply.com
 REPRESENTATIVE NAME: Darryl Merrick-Danette Lopes
 REPRESENTATIVE TELEPHONE NUMBER: (310) 604 4615-310-604-4654
 REPRESENTATIVE E-MAIL: DMerrick@unionsupply.com Dlopes@unionsupply.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"/>	0
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **0% OF TOTAL BID AMOUNT**

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.48	Starburst	3.25 oz.	360	\$ 0.74	\$ 266.40	
1.50	Go Lightly Gracey's Goodies Sugar Free Peppermint Starlight Mints	3.25 oz.	48	\$ 1.00	\$ 48.00	
1.51	Go Lightly Gracey's Goodies Sugar Assorted Hard Candy	3.25 oz.	48	\$ 1.11	\$ 53.28	
2.25	Kars Blazin Hot Peanuts	3.5 oz.	42	\$ 0.52	\$ 21.84	
8.5	Gracey's Goodies Peach Rings	4.5 oz.	48	\$ 0.76	\$ 36.48	

PRICING SHEET: NIGP CODES: 39334, 39343

Vendor Number: **2011000409-0 VC0000003307**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March December 31, 2015~~
~~September 30, 2016~~ **March 31, 2018.**

VEND CATERING SUPPLY, 14455 INDUSTRY CIRCLE, LA MIRADA, CA 90638

COMPANY NAME: Vend Catering Supply
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 14455 Industry Circle La Mirada, CA 90638
 REMIT TO ADDRESS: 14455 Industry Circle La Mirada, CA 90638
 TELEPHONE NUMBER: 562 483 7337
 FACSIMILE NUMBER: 562 483 7344
 WEB SITE: www.vendcatering.com
 REPRESENTATIVE NAME: Jeffrey Duerr
 REPRESENTATIVE TELEPHONE NUMBER: 562 201 0589
 REPRESENTATIVE E MAIL: jeffrey@vendcatering.com

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) N/A % OF TOTAL BID AMOUNT

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.3	Butterfinger	2.1 oz.	288	\$ 0.468	\$ 134.78	3/6/2014
1.6	Welchs Fruit Snacks, Asst	2.25 oz.	48	\$ 0.313	\$ 15.05	
1.19	Milky Way Dark	2.0 oz.	288	\$ 0.53	\$ 153.64	
1.34	Foxes Candy Rolls, Asst	1.0 oz.	600	\$ 0.188	\$ 112.90	
1.35	Certs Breathmints	.72 oz	432	\$ 0.40	\$ 173.14	
1.36	Atkinson Chick o Steks	.70 oz	200	\$ 0.10	\$ 20.19	
1.37	Gobstopper	1.87 oz.	288	\$ 0.468	\$ 134.83	
2.2	Cheese its Baked Crackers (Reduced Fat), Variety	1.5 oz.	60	\$ 0.255 \$ 0.285	\$ 15.35 \$ 17.15	08/07/14
2.4	Chex Mix, Asstd. Flavors	1.25 oz.	60	\$ 0.306	\$ 18.36	
2.6	Ailse City Dried Fuit, Asst	1.1 oz.	60	\$ 0.49	\$ 29.49	
2.8	Zapps Chips (Cholesterol Free)	1.0 oz.	60	\$ 0.217	\$ 13.04	
2.13	Rudolph/Pepes Pork Rinds	1.0 oz.	60	\$ 0.184	\$ 11.09	
	Rudolph/Pepes Pork Rinds			\$ 0.250	\$ 15.19	5/21/2013
2.14	Gardettos Party Mix Reduced Fat	1.65 oz.	60	\$ 1.48	\$ 62.16	
2.18	Goldfish Crackers, Pepperidge Farm	1.5 oz.	72	\$ 0.238	\$ 17.16	
2.33	Crunch and Munch	1.0 oz	72	\$ 0.241	\$ 17.36	

VEND CATERING SUPPLY, 14455 INDUSTRY CIRCLE, LA MIRADA, CA 90638

2.34	MR. Nature Trail Mix	3.0 oz	60	\$ 0.534	\$ 32.04	3/6/2014
3.11	Oscar Meyer Lunchables, Asstd Varieties	4.5 oz.	16	\$ 1.17	\$ 18.81	
	Oscar Meyer Lunchables, Asstd Varieties	3.2 oz				7/6/2012
4.4	General Mills Cereal Bars, Asst	1.3 oz.	96	\$ 0.298	\$ 28.70	
4.17	General Mills Granola Bars, Asst	1.2 oz.	128	\$ 0.332	\$ 42.55	
4.20	Chattanooga Marshmallow Pies, Asst	2.75 oz.	48	\$ 0.312	\$ 15.02	
4.25	Kelloggs Rice Krispie Treats	1.3 oz.	80	\$ 0.385	\$ 30.83	
6.7	Lipton Tea, Decaf bag	1.9 grams	432	\$ 0.058	\$ 25.31	
7.6	Buddy's Grilled Ham & Cheese	5 oz.	12	\$ 1.33 \$ 1.47	\$ 15.99 \$ 17.64	04/01/15
7.7	Raybern Corned Beef or Pastrmi Sandwich	5.5 oz.	18	\$ 1.61	\$ 28.99	
7.8	Sandwiches, Chicken, & Cheese, Landshire	5.4 oz.	14	\$ 1.46	\$ 19.45	
7.9	Sandwiches, Ham & Cheese, Landshire	6.4 oz.	12	\$ 1.45	\$ 17.51	
7.12	Burry Bagles with Cream Cheese, Asst	4.6 oz.	24	\$ 0.747	\$ 17.93	
8.2	Snack Variety	1.2 oz.	48	\$ 0.58	\$ 27.88	
8.4	Chattanooga Moon Pie, Asst	2.0 oz.	24	\$ 0.375	\$ 9.02	
8.7	Rudolph/Pepes Chicarinas, puffed wheat snack	.78 oz.	60	\$ 0.293	\$ 17.61	
8.10	Lemon Heads	2.35 oz	192	\$ 0.351	\$ 67.42	

PRICING SHEET: NIGP CODES: 37530, 38565, 39334, 39343, 39363, 39377, 39310

Vendor Number: 20110018310

Certificates of Insurance Required

Contract Period: To cover the period ending March December 31, 2015
September 30, 2016.

****CONTRACT ASSIGNED TO VISTAR 05/01/16****

**PERFORMANCE FOOD GROUP INC DBA: VISTAR PHOENIX /VEND SOURCE ARIZONA,
2434 S 10TH STREET, PHOENIX, AZ 85034**

COMPANY NAME: **PERFORMANCE FOOD GROUP DBA: VISTAR PHOENIX**

MAILING ADDRESS: **2434 S. 10th Street Phoenix, AZ 85034**

REMIT TO ADDRESS: **12560 East Arapahoe Road, Centennial, CO 80112
2434 S. 10th Street Phoenix, AZ 85034
Attn: Camille Garidel**

TELEPHONE NUMBER: **602-346-2503**

FACSIMILE NUMBER: **602-254-5608**

WEB SITE: **www.vistar.com**

REPRESENTATIVE NAME: **Anthony Papa Sean Mahoney**

REPRESENTATIVE TELEPHONE NUMBER: **602-346-2503**

REPRESENTATIVE E-MAIL: **apapa@pfgc.com sean.mahoney@pfgc.com**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)			0% OF TOTAL BID AMOUNT

NET 30 DAYS

Comm #	Offer Description	Package Size	Case Size	Unit Price	Case Price	Revision Effective Date
1.3	Butterfinger	2.1 oz.	288	\$ 0.468	\$ 134.78	5/1/16
1.4	Clif Kid Organic Zbar	1.27 oz.	36	\$ 0.46	\$ 16.56	
1.6	Welchs Fruit Snacks, Asst	2.25 oz.	48	\$ 0.313	\$ 15.05	5/1/16
1.8	Hershey Almond Bar	1.85 oz.	216	\$ 0.656	\$ 141.70	
1.11	Sour Jacks (PIM)	5 oz.	12	\$ 0.6948	\$ 8.34	
1.19	Milky Way Dark	2.0 oz.	288	\$ 0.53	\$ 153.64	5/1/16
1.21	PayDay	2.4 oz.	216	\$ 0.656	\$ 141.70	
1.22	Peanut Chews, Mini Chocolate & Nuts	.35 oz.	600	\$ 0.067	\$ 40.20	
1.31	Smith Bros Throat Lozenges	10 ct	12	\$ 0.39	\$ 4.64	
1.34	Foxes Candy Rolls, Asst	1.0 oz.	600	\$ 0.188	\$ 112.90	5/1/16
1.35	Certs Breathmints	.72 oz	432	\$ 0.40	\$ 173.14	5/1/16
1.36	Atkinson Chick-o-Steaks	.70 oz	200	\$ 0.10	\$ 20.19	5/1/16 12/01/16
1.37	Gobstopper	1.87 oz.	288	\$ 0.468	\$ 134.83	5/1/16
1.38	Hot Tamales	2.12 oz.	288	\$ 0.4739 \$ 0.5671	\$ 136.48 \$ 163.33	3/6/2014
1.39	Teenie Beanee Jelly Beans	8.5 oz.	12	\$ 1.70	\$ 20.40	

PERFORMANCE FOOD GROUP INC DBA VISTAR PHOENIX

1.41	Jolly Rancher Sugar-Free, Asstd. Flavors	3.6 oz.	12	\$ 1.5645 \$ 1.68	\$ 18.77 \$ 20.16	3/1/2016
1.43	Jolly Rancher Sours	2 oz.	288	\$ 1.2366	\$ 14.84	
1.44	Life Savers, Sugar Free	2.75 oz.	12	\$ 1.2366	\$ 14.84	
1.47	Mike and Ike	2.12 oz.	288	\$ 0.4739	\$ 136.48	
2.2	Cheese-its Baked Crackers (Reduced Fat), Variety	1.5 oz.	60	\$ 0.285	\$ 17.15	5/1/16
2.4	Chex Mix, Asstd. Flavors	1.25 oz.	60	\$ 0.306	\$ 18.36	5/1/16
2.6	Ailse City Dried Fruit, Asst	1.1 oz.	60	\$ 0.49	\$ 29.49	5/1/16
2.8	Zapps Chips (Cholesterol Free)	1.0 oz.	60	\$ 0.217 \$ 0.239	\$ 13.04 \$ 14.34	5/1/16 12/01/16
2.9	Poore Bros. Asstd Varieties & Flavors	1.0 oz.	72	\$ 0.165 \$ 0.177	\$ 11.88 \$ 12.80	5/1/16
2.10	Frito Lay, Asstd Varieties & Flavors	1.0 oz.	104	\$ 0.2200 \$ 0.2300 \$ 0.2420 \$ 0.2569	\$ 22.78 \$ 23.86 \$ 25.17 \$ 26.72	4/1/2013 3/6/2014 3/1/2016
2.11	Frito Lay, Asstd Varieties & Flavors	1.25 oz.	64	\$ 0.3375 \$ 0.3600	\$ 21.60 \$ 22.68	4/1/2013
2.12	Bugles Original	1.5 oz.	36	\$ 0.34	\$ 12.24	
2.13	Rudolph/Pepes Pork Rinds	1.0 oz.	60	\$ 0.250	\$ 15.19	5/1/16
2.14	Gardettos Party Mix Reduced Fat	1.65 oz.	60	\$ 1.48	\$ 62.16	5/1/16
2.15	Corn Nuts, Asst Flavors	1.4 oz.	144	\$ 0.277 \$ 0.3212 \$ 0.3255 \$ 0.329	\$ 39.89 \$ 46.25 \$ 46.88 \$ 47.32	3/6/2014 3/1/2016 12/01/16
2.16	Cheax Mix Traditional	1.75 oz.	60	\$ 0.278	\$ 16.68	
2.17	Frito Lay Munchies	1.75 oz.	64	\$ 0.305 \$ 0.330 \$ 0.3364 \$ 0.3407	\$ 19.52 \$ 20.41 \$ 21.53 \$ 21.81	4/1/2013 3/6/2014 3/1/2016
2.18	Goldfish Crackers, Pepperidge Farm	1.5 oz.	72	\$ 0.238	\$ 17.16	5/1/16
2.19	Frito Lay Cracker Sandwiches	1.42 oz.	144	\$ 0.1339	\$ 19.28	
2.20	Ritz Bitz Mini Crackers	1.5 oz.	60	\$ 0.322 \$ 0.3535	\$ 19.32 \$ 21.21	3/1/2016
2.24	Kars Almonds	1 oz.	100	\$ 0.304	\$ 30.40	
2.29	Kars Sunflower Kernels	2 oz.	72	\$ 0.2751	\$ 19.81	
2.33	Crunch and Munch	1.0 oz	72	\$ 0.241	\$ 17.36	5/1/16
2.34	MR. Nature Trail Mix	3.0 oz	60	\$ 0.534	\$ 32.04	5/1/16
2.35	Fruit Nuggets Asst Flavors	.6 oz.	200	\$ 0.15	\$ 30.00	
2.36	Kars Trail Mix	1.5 oz.	72	\$ 0.28	\$ 20.16	
2.37	Fruit String Asst Flavors	.6 oz.	200	\$ 0.15	\$ 30.00	
2.39	Fruit Nuggets Asst Flavors	.6 oz.	200	\$ 0.15 \$ 0.18	\$ 30.00 \$ 36.00	3/1/2016
2.40	Fruit Sticks	.4 oz.	400	\$ 0.10	\$ 40.00	

PERFORMANCE FOOD GROUP INC DBA: VISTAR PHOENIX

2.41	Fruit Roll-Ups Asst Flavors	.5 oz.	96	\$ 0.24	\$ 23.04	
2.42	Dole Fruit Cup, Asst Flavors	7 oz.	12	\$ 0.884	\$ 10.61	
2.44	Kars Raisins	1.0 oz.	100	\$ 0.2022	\$ 20.22	
3.04	Jack Links Beef Jerky	.9 oz.	48	\$ 0.77 \$ 0.847	\$ 96.96 \$ 40.66	3/6/2014
3.11	Oscar Meyer Lunchables, Asstd Varieties	3.2 oz	16	\$ 1.17 \$ 1.189	\$ 18.81 \$ 19.03	5/1/16 12/01/16
4.2	Biscomerica Animal Snackers	2.0 oz.	60	\$ 0.205	\$ 12.30	
4.3	Old Colony Brownie Mrs. Freshley	3.25 oz.	96 48	\$ 0.389 \$ 0.3897	\$ 37.34 \$ 18.67 \$ 18.71	3/6/2014 3/1/2016
4.4	General Mills Cereal Bars, Asst	1.3 oz.	96	\$ 0.298 \$ 0.310	\$ 28.70 \$ 29.77	5/1/16 12/01/16
4.5	Old Colony Chocolate Chip Bar	3.25 oz.	96	\$ 0.389	\$ 37.34	
4.6	Kraft Fat Free Newtons	2.1 oz.	60	\$ 0.3425	\$ 20.55	
4.8	Mini Oreo Cookies	1.5 oz.	60	\$ 0.30	\$ 18.00	
4.9	Mini Chips Ahoy	2.0 oz.	60	\$ 0.296 \$ 0.344	\$ 17.76 \$ 20.64	3/1/2016
4.11	Grandmas Cookies, Asst Flavors	2.5 oz.	60	\$ 0.225 \$ 0.2373	\$ 13.50 \$ 14.24	3/6/2014
4.12	Mrs. Freshleys Cupcakes	4 oz.	36	\$ 0.375 \$ 0.3844 \$ 0.4033	\$ 13.50 \$ 13.84 \$ 14.52	3/6/2014 3/1/2016
4.13	Cloverhill Donuts, Asst Flavors	4 oz.	36	\$ 0.455 \$ 0.48	\$ 16.38 \$ 17.28	3/6/2014
4.14	Nutri Grain Bars	1.3 oz.	96	\$ 0.326 \$ 0.3572 \$ 0.3586	\$ 31.30 \$ 34.33 \$ 34.43	3/6/2014
4.17	General Mills Granola Bars, Asst	1.2 oz.	128	\$ 0.332	\$ 42.55	5/1/16
4.18	Quaker Big Chewy Granola Bars	1.48 oz.	80	\$ 0.375	\$ 30.00	
4.19	Special K Protein Bars Asst Flavors	1.59 oz.	48	\$ 0.94	\$ 45.12	
4.20	Chattanooga Marshmallow Pies, Asst	2.75 oz.	48	\$ 0.312	\$ 15.02	5/1/16
4.23	Whole Grain Pop Tarts, Individually Wrapped	1.76 oz.	120	\$ 0.3333	\$ 40.00	
4.25	Kelloggs Rice Krispie Treats	1.3 oz.	80	\$ 0.385 \$ 0.403	\$ 30.83 \$ 32.21	5/1/16 12/01/16
4.26	Sugar Free Crème Wafers	2.2 oz.	144	\$ 0.285 \$ 0.3134	\$ 41.04 \$ 45.14	3/6/2014
4.28	Dolly Madison Crème Cake 4 Pack	3.75 oz.	48	\$ 0.415	\$ 48.00	
4.31	Mrs Freshleys Danish Asst Flavors	4 oz.	36 40	\$ 0.388 \$ 0.404	\$ 13.97 \$ 16.16	3/1/2016
4.32	Mrs Freshleys Miniature Donuts, Asst Flavors	3 oz.	72	\$ 0.38 \$ 0.3894 \$ 0.3917 \$ 0.499	\$ 27.36 \$ 28.04 \$ 28.20 \$ 17.98	3/6/2014 3/1/2016 12/01/16
4.34	Mrs Freshleys Honey Bun	5 oz.	36	\$ 0.348 \$ 0.4783	\$ 12.53 \$ 17.22	3/6/2014

PERFORMANCE FOOD GROUP INC DBA: VISTAR PHOENIX

4.35	Mrs Freshleys Creamy Curl Honey Bun	4 oz.	54	\$ 0.415	\$ 22.41	
4.36	Cloverhill Chocolate Frosted Honey Bun	4.75 oz.	36	\$ 0.458	\$ 16.49	
6.2	Swiss Miss Hot Cocoa single serve	1 oz.	300	\$ 0.108 \$ 0.1086 \$ 0.114	\$ 32.40 \$ 32.59 \$ 34.32	3/1/2016 12/01/16
6.3	Swiss Miss Hot Cocoa single serve, sugar free	.53 oz.	144	\$ 0.1875	\$ 27.00	
6.5	Grindstone Powder Coffee Creamer	3 gm	900	\$ 0.017	\$ 15.30	
6.7	Lipton Tea, Decaf bag	1.9 grams	432	\$ 0.058	\$ 25.31	5/1/16
6.8	Shamrock Milk, Asst Flavors	12 oz.	12	\$ 0.90	\$ 10.80	
7.1	Don Miguel Chimichanga, Steak or Chicken	7 oz.	12	\$ 1.08 \$ 1.1517	\$ 12.96 \$ 13.82	3/1/2016
7.2	El Monterey Burritos, Asst Flavors	8 oz.	24	\$ 0.70	\$ 16.80	
7.3	Don Miguel Burritos, Chicken or Beef	5 oz.	12	\$ 0.94	\$ 11.28	
7.4	Don Miguel Bean and Cheese Burrito, red sauce	5 oz.	24	\$ 0.48	\$ 11.52	
7.5	Butcher Boy Bean and Cheese Burrito	5 oz.	24	\$ 0.43	\$ 10.32	
7.6	Buddy's Grilled Ham & Cheese	5 oz.	12	\$ 1.47	\$ 17.64	5/1/16
7.7	Raybern Corned Beef or Pastrmi Sandwich	5.5 oz.	18	\$ 1.61	\$ 28.99	5/1/16
7.8	Sandwiches, Chicken, & Cheese, Landshire	5.4 oz.	14	\$ 1.46	\$ 19.45	5/1/16
7.9	Sandwiches, Ham & Cheese, Landshire	6.4 oz.	12	\$ 1.45	\$ 17.51	5/1/16
7.10	Landshire Roast Beef & Cheese Sandwich	6.74 oz.	12	\$ 1.07	\$ 12.84	
7.11	Pierre Beef Sub with Cheese	5.4 oz.	12	\$ 1.07	\$ 12.84	
7.12	Burry Bagles with Cream Cheese, Asst	4.6 oz.	24	\$ 0.747 \$ 0.848	\$ 17.93 \$ 20.35	5/1/16 12/01/16
7.13	Deli Express Deli Club Sandwich	4.4 oz.	10	\$ 1.50	\$ 15.00	
8.1	Del Mets Nut Clusters	5 oz.	12	\$ 2.50	\$ 30.00	
8.2	Snack Variety	1.2 oz.	48	\$ 0.58	\$ 27.88	5/1/16
8.4	Chattanooga Moon Pie, Asst	2.0 oz.	24	\$ 0.375	\$ 9.02	5/1/16
8.6	Nature Valley Chewy Trail Mix Bar	1.2 oz.	128	\$ 0.38	\$ 48.64	
8.7	Rudolph/Pepes Chicarinas, puffed wheat snack	.78 oz.	60	\$ 0.293 \$ 0.291	\$ 17.61 \$ 17.46	5/1/16 12/01/16
8.8	Special K Fruit Crisp Bars	.88 oz.	81	\$ 0.40	\$ 32.40	
8.9	Sunkist Fruit Snacks	3.8 oz.	30	\$ 0.75 \$ 0.314	\$ 22.50 \$ 15.05	12/01/16
8.10	Lemon Heads	2.35 oz	192	\$ 0.351	\$ 67.42	5/1/16

PERFORMANCE FOOD GROUP INC DBA: VISTAR PHOENIX

PRICING SHEET: NIGP CODES: 37530, 38565, 39334, 39343, 39363, 39377, **39310**

Vendor Number: ~~2011001827-0~~ **VC0000006727**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March December 31, 2015~~
~~September 30, 2016~~ **March 31, 2018**

MCSO CANTEEN FOOD ITEMS

1.0 INTENT:

The intent of this solicitation is to provide a variety of sources for MCSO Canteen Food items.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.16 and 2.17, below).

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 MCSO CANTEEN REQUIREMENTS:

Refer to complete list of food line items in the solicitation document located in Bidsync.com.

2.2 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.

2.3 DELIVERY:

2.3.1 Delivery is desired as soon as possible, but **REQUIRED** no later than seven (7) days after Contractor's receipt of a purchase order or contract release order.

2.3.2 Supplies or equipment shall be delivered between the hours of seven (7:00 am) and three thirty pm (3:30 pm), Monday through Thursday, except on State recognized holidays.

2.3.3 Delivery shall be F.O.B. Destination Freight Prepaid within seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 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.

2.4.2 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.

2.4.3 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.

2.5 SHIPPING DOCUMENTS:

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

2.5.1 Contract Serial number.

2.5.2 Contractor's name and address.

- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
3150 W. Lower Buckeye Road, Suite B
Phoenix, Arizona 85009

2.7 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.

2.8 ACCEPTANCE:

Upon delivery, the materials shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.9 DISCONTINUED MATERIALS:

2.9.1 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:

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

2.9.1.2 Documentation that names the replacement material.

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

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

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

2.9.2 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.

2.10 REBATES:

All manufacture's rebates on products are the property of the ordering facility and WILL be sent directly to the ordering department. Vendors are to advise Maricopa County Departments of any additional rebate offers that the County may be eligible to participate in. Rebates are NOT to be considered in the pricing supplied by vendors in bidding process.

2.11 SHELF LIFE:

- 2.11.1 Shelf life on frozen pastry shall be a minimum of 30 days out of freezer.
- 2.11.2 All pastry shall have a minimum shelf life of 14 days out of refrigeration.
- 2.11.3 Chocolate candy and jerky products shall have a minimum of 60-days shelf life.
- 2.11.4 All other candy shall have a minimum shelf life of 120 days.
- 2.11.5 Chips shall have a minimum of 30 days shelf life.

2.12 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.

2.13 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.14 INVOICES AND PAYMENTS:

2.14.1 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
- Extended price
- time (if applicable)
- Total Amount Due

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

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

2.14.4 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.

2.15 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.

2.16 **APPLICABLE TAXES:**

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

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

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

2.17 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.

2.18 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) year.

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 (one (1) year options) , (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:

The contract prices shall be firm and fixed for the first contract year and thereafter, allow for escalation bi-annually throughout the life of the contract. This allows for two (2) reasonable price adjustments for every one (1) contract year after the first year. Any requests for reasonable price adjustments shall be submitted not less than thirty (30) days prior to the bi-annual anniversary date and shall be supported by appropriate documentation. The price adjustments shall be effective upon the contract's bi-annual anniversary dates. All other price adjustments shall be reviewed at the time of the request. The reasonableness of the request will be determined by comparing the request with the **Producer Price Index (PPI)** for the commodity or by **performing a market survey**. If the County agrees to the adjusted price terms or an alternate option, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment. *The contractor shall continue to honor the delivery terms during the price adjustment review period.*

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.~~

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

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

- 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-~~ **B++**, VII or higher. 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, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

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

3.5.11.1 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~~ **\$1,000,000** for each accident, ~~\$100,000~~ **\$1,000,000** disease for each employee, and ~~\$500,000~~ **\$1,000,000** disease policy limit.
(N.B. - \$1,000,000 limits on larger contracts)

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 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.**

3.5.12.1.1 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.~~

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

3.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

3.11.2 Make progress, so as to endanger performance of this contract; or

3.11.3 Perform any of the other provisions of this contract.

3.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

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

3.18.1 In accordance with section MCI ~~367~~ **371** of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18.2 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.

3.19 **PUBLIC RECORDS:**

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

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 Contract.

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 3.26.1 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 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.~~

~~3.27.2 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 **ISRAEL BOYCOTT:**
By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.

3.31 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.