

**SERIAL 12026 C      NURSERY & LANDSCAPING MAINTENANCE PRODUCTS**

**DATE OF LAST REVISION: July 30, 2015**

**CONTRACT END DATE: July 31, 2018**

**CONTRACT PERIOD THROUGH JULY 31, ~~2015~~ 2018**

**TO:**                    All Departments  
**FROM:**                Office of Procurement Services  
**SUBJECT:**            Contract for **NURSERY & LANDSCAPING MAINTENANCE PRODUCTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 05, 2012**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**NP/at**  
Attach

Copy to:                Office of Procurement Services  
                              Larry Hall - MCDOT  
                              Valerie Chavez, MCDOT

(Please remove Serial 05131-S from your contract notebooks)

**NURSERY & LANDSCAPING MAINTENANCE PRODUCTS****1.0 INTENT:**

The intent of this Solicitation is to establish a Multiple Awarded Contract for purchasing Nursery & Landscaping Maintenance Products for various Maricopa County Departments throughout the Metropolitan area.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.15 and 2.16, 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.

~~Interested firms should understand initial pricing shall be done by reverse auction through <http://www.bidsync.com/>.~~

**2.0 SPECIFICATIONS:**

2.1 Contractors shall be a local distributor of the following product lines:

- 2.1.1 Nursery Stock (trees/plants)
- 2.1.2 Fertilizers and Soil Amendments
- 2.1.3 Herbicides
- 2.1.4 Insecticides
- 2.1.5 Pesticides

**\*\*\*\*\*Contractors are not required to bid on all product lines.\*\*\*\*\***

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 Supplies or equipment shall be delivered between the hours of 8am and 5pm, Monday through Friday, except on State recognized holidays.
- 2.3.2 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:  
Phoenix, Arizona 85003

**2.7 ACCEPTANCE:**

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

**2.8 STOCK:**

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

**2.9 WAREHOUSE/DISTRIBUTION CENTER:**

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

**2.10 DISCONTINUED MATERIALS:**

2.10.1 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:

- 2.10.1.1 Documentation from the manufacturer that the material has been discontinued.
- 2.10.1.2 Documentation that names the replacement material.
- 2.10.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
- 2.10.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- 2.10.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.10.2 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.

2.11 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.

2.12 INVOICES AND PAYMENTS:

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

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

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

2.12.3 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](http://www.maricopa.gov/finance/vendors)).

2.12.4 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.

2.13 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.

2.14 FUEL COST PRICE ADJUSTMENT:

2.14.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

- 2.14.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.14.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.14.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.14.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 2.14.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.14.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.14.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.14.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 2.14.7.3 The surcharge shall be added as a separate line item to the invoice.
- 2.15 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 state so** 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.

2.16 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

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

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE REQUIREMENTS

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

of Arizona and possessing a current A.M. Best, Inc. rating of A-, 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, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:  
  
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$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.
- 3.5.10 Automobile Liability:  
  
Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.5.11 Workers' Compensation:**

3.5.11.1 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.

3.5.11.2 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.

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, additionally 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 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.

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

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 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:

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

3.23.1.2 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;

3.23.1.3 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

3.23.1.4 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.

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

3.23.3 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.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 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:

3.24.1.1 Render a decision;

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

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

3.24.2 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.

3.24.3 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.

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

3.25.1 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.

- 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 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.~~

~~3.26.2 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.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

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 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.

3.28 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:

- 3.28.1 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,
- 3.28.2 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.

3.29 **PUBLIC RECORDS:**

**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 after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.**

3.30 **POST AWARD MEETING:**

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

**CROP PRODUCTION SERVICES INC, 6858 W CHICAGO ST, STE #1, CHANDLER, AZ 85226**

COMPANY NAME:	<u>Crop Production Services Inc</u>
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	<u>6858 W Chicago St, Ste #1, Chandler, AZ 85226</u>
REMIT TO ADDRESS:	<u>PO Box 10, Wall Lake, IA 51466</u>
TELEPHONE NUMBER:	<u>480-592-9900</u>
FACSIMILE NUMBER:	<u>480-592-9902</u>
WEB SITE:	<u>www.cpsagu.com</u>
REPRESENTATIVE NAME:	<u>Barry Wallace</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>602-558-4380</u>
REPRESENTATIVE E-MAIL:	<u>barry.wallace@cpsagu.com</u>

	<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 30 DAYS			

<b>LANDSCAPE PRODUCTS</b>			
<b>Title</b>	<b>Cataloge Year Designation</b>	<b>Description</b>	<b>Bidder Notes</b>
Aguashade	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 12%
Alligare	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 8%
Applied Biochemists	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 10%
BASF	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 12%
Bayer Environmental	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 8%
Becker Underwood	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 10%
Best Simplot	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 8%
Dow AgroSciences	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 10/01/2011 10%
Dupont	2012	Please provide the requested manufacturer information if applicable.	cataloge year catalogue date list minus % disct 2012 01/01/2012 10%

**CROP PRODUCTION SERVICES INC, 6858 W CHICAGO ST, STE #1, CHANDLER, AZ 85226**

Loveland Industries	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 12%
Monsanto	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 10%
Monterey Chemical	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 8%
NuFarm	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % discs 2012 01/01/2012 8%
PBI Gordon	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 10%
SePro	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 8%
SSI Maxim	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 8%
Syngenta	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 8%
United Phosphorus Inc.	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus & disct 2012 01/01/2012 10%
Valent BioSciences	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 8%
Any other Manufacturers not already listed	2012	Please provide the requested manufacturer information if applicable.	cataloge year cataloge date list minus % disct 2012 01/01/2012 10%

**FERTILIZERS & SOIL AMENDMENTS, HERBICIDES, INSECTICIDES, PESTICIDES**

Title	Unit	UofM	Description	Bidder Notes
	Price			
Aquamaster	\$37.50	jug	The 12 month usage is 42 jugs @ 2.5 gallons per jug.	
Diuron	\$61.25	jug	The 12 month usage is 40 jugs, and the size is 2.5 gallons.	
Gallery 75DF	\$126.00	bottle	The 12 month usage is 36 bottles @ 1 lb each.	
Garlon 4	\$173.80	jug	The 12 month usage is 16 jugs @ 2.5 gallons each.	
Pendulum Aquacap	\$130.00	jug	The 12 month usage is 6 jugs @ 2.5 gallons each.	
Reward	\$197.50	jug	The 12 month usage is 30 jugs @ 2.5 gallons each.	
RoundUp Pro	\$58.00	jug	The 12 month usage is 632 jugs @ 2.5 gallons each.	ROUNDUP PRO is no longer available the product is now called ROUNDUP PRO MAX & comes in a 1.67 gallon container

**CROP PRODUCTION SERVICES INC, 6858 W CHICAGO ST, STE #1, CHANDLER, AZ 85226**

RoundUp Pro Conc	\$70.00	case	The 12 month usage is 326 cases, and the size is 2 x 2.5 gallons.	
Surflan AS	\$120.00	jug	The 12 month usage is 24 jugs @ 2.5 gallons.	

PRICING SHEET: PRICING SHEET: 59540, 59555, 59560

Terms: NET 30

Vendor Number: 2011002106 0

Telephone Number: 480-592-9900

Fax Number: 480-592-9902

Contact Person: Barry Wallace

E-mail Address: [barry.wallace@cpsagu.com](mailto:barry.wallace@cpsagu.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2015 2018**

**HORIZON, 261 N ROOSEVELT AVE, CHANDLER AZ 85226**

COMPANY NAME: Horizon  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 261 N Roosevelt Ave, Chandler AZ 85226  
 \_\_\_\_\_  
 REMIT TO ADDRESS: P.O. Box 52758, Phoenix AZ 85072  
 TELEPHONE NUMBER: 602.725.7048  
 FACSIMILE NUMBER: 480.619.6330  
 WEB SITE: horizononline.com  
 REPRESENTATIVE NAME: Bob Franchetto  
 REPRESENTATIVE TELEPHONE NUMBER: 602.725.7048  
 REPRESENTATIVE E-MAIL: bob.franchetto@horizononline.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 30 DAYS			

<b>LANDSCAPE PRODUCTS</b>				
<b>Title</b>	<b>LIST MINUS PERCENTAGE (%) DISCOUNT</b>	<b>Description</b>	<b>Bidder Notes</b>	
Aquatrols	10%	Please provide the requested manufacturer information if applicable.	List price book not Produced by Manufacture	
Becker Underwood	10%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
Growmore	25%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
Growth Products	25%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
Monsanto	15%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
Monterey Chemical	10%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
NuFarm	20%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
PBI Gordon	12%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
Yara	20%	Please provide the requested manufacturer information if applicable.	Manufacture List Price Book Not Produced	
<b>FERTILIZERS &amp; SOIL AMENDMENTS, HERBICIDES, INSECTICIDES, PESTICIDES</b>				
<b>Title</b>	<b>Unit</b>	<b>UofM</b>	<b>Description</b>	<b>Bidder Notes</b>
	<b>Price</b>			
Best 616-6-8 Turf Supreme	\$17.54	bag	The 12 month usage is 25 bags, at 50lbs each.	Equal Product From Turf Gro Products

**HORIZON, 261 N ROOSEVELT AVE, CHANDLER AZ 85226**

Best 6-20-20 XB	\$17.81	bag	The 12 month usage is 50 bags, at 50lbs each.	Equal Product From Turf Gro Products
Gallery 75DF	\$167.66	bottle	The 12 month usage is 36 bottles @ 1 lb each.	
Garlon 4	\$286.68	jug	The 12 month usage is 16 jugs @ 2.5 gallons each.	
Mark It Blue	\$16.49	gallon	The 12 month usage is 27 gallons.	Equal Product From Turf Gro Products
Pendulum Aquacap	\$174.33	jug	The 12 month usage is 6 jugs @ 2.5 gallons each.	
Reward	\$125.47	jug	The 12 month usage is 30 jugs @ 2.5 gallons each.	
RoundUp Pro	\$67.28	jug	The 12 month usage is 632 jugs @ 2.5 gallons each.	Roundup Pro Disconued And Replacement Is Rounduo Pro Max 1.67 Gal Is The Alternate Item Bid
RoundUp Pro Conc	\$95.58	case	The 12 month usage is 326 cases, and the size is 2 x 2.5 gallons.	
Scythe Herbicide	\$129.86	jug	The 12 month usage is 1 jug @ 2.5 gallons.	
Surflan AS	\$138.75	jug	The 12 month usage is 24 jugs @ 2.5 gallons.	
Target Pro Spreader Act	\$17.13	gallon	The 12 month usage is 134 gallons.	Equal Product From Turf Gro Products
Trimec Classic Broadlf	\$109.03	jug	The 12 month usage is 2 jugs @ 2.5 gallons each.	Trimec Classic
Wasp Freeze	\$6.18	can	The 12 month usage is 24 cans @ 17.5 oz each.	Aerovoe Wasp And Hornet Spray

PRICING SHEET: 59540, 59555, 59560

Terms: NET 30

Vendor Number: 2011002105 0

Telephone Number: 602-725-7048

Fax Number: 480-619-6330

Contact Person: Bob Franchetto

E-mail Address: [bob.franchetto@horizononline.com](mailto:bob.franchetto@horizononline.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2015 2018.**

**J.C EHRlich, CO., dba TARGET SPECIALTY PRODUCTS 1059 W GENEVA DRIVE, TEMPE, CA. 85282**

COMPANY NAME:	<u>Target Specialty Products J.C. Ehrlich Co.</u>
DOING BUSINESS AS (DBA) NAME:	<u>Target Specialty Products</u>
MAILING ADDRESS:	<u>1059 W Geneva Drive, Tempe, Ca. 85282</u>
REMIT TO ADDRESS:	<u>P.O. box 3408, Santa Fe springs CA 90670-3408</u>
TELEPHONE NUMBER:	<u>480-517-0755</u>
FACSIMILE NUMBER:	<u>480-517-0766</u>
WEB SITE:	<u>www.target-specialty.com</u>
REPRESENTATIVE NAME:	<u>Hariven Cronk</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>562-802-2238</u>
REPRESENTATIVE E-MAIL:	<u>hariven.cronk@target-specialty.com</u>

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

LANDSCAPE PRODUCTS			
Title	CATALOGE YEAR DESIGNATION	Description	Bidder Notes
Adapco *Effective Immediately*	2012	Please provide the requested manufacturer information if applicable	List minus 12%
Aguashade	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Airgas	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Anderson Fertilizer	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Applied Biochemists	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Aquatrols	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
	2012	Please provide the requested manufacturer information if applicable.	N/A
Art Wilson	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Aventis	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
B&G Equipment	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
BASF	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Bayer Environmental	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Becker Underwood	2012	Please provide the requested manufacturer information if applicable.	List minus 12%

**J.C EHRlich, CO., dba TARGET SPECIALTY PRODUCTS 1059 W GENEVA DRIVE, TEMPE, CA. 85282**

Best Simplot	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Dow AgroSciences	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Dupont	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
FMC	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Fiberweb, Inc.	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Gowan	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Growmore	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Growth Products	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
JT Eaton	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Milliken Chemical	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Monsanto	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Monterey Chemical	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Nature Safe	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
NuFarm	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
OHP	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
PBI Gordon	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Pestcon	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Precision Labs	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Pretiss	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Prokoz	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
S. C. Johnson	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Solo Sprayers	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Speckoz	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Sta-Put	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Syngenta	2012	Please provide the requested manufacturer information if applicable.	List minus 12%. No discount on AGENCY product.
Target	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
United Phosphorus Inc.	2012	Please provide the requested manufacturer information if applicable.	List minus 12%

**J.C EHRlich, CO., dba TARGET SPECIALTY PRODUCTS 1059 W GENEVA DRIVE, TEMPE, CA. 85282**

Valent BioSciences	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Waterbury	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Wellmark	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Whitmire-Microgen	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Wilco Distributors	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Yara	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Zeneca	2012	Please provide the requested manufacturer information if applicable.	List minus 12%
Zoecon	2012	Please provide the requested manufacturer information if applicable.	List minus 12%

**FERTILIZERS & SOIL AMENDMENTS, HERBICIDES, INSECTICIDES, PESTICIDES**

Title	Unit	UofM	Description	Bidder Notes
	Price			
<del>Aquamaster</del> <b>Roundup Custom</b>	\$55.95	jug	The 12 month usage is 42 jugs @ 2.5 gallons per jug.	2.5 gallon jug
Aquatic/Weed/ Vegetation Mgt PHX	\$50.00	can	The 12 month usage is 3 cans.	Price varies from \$25 to \$150 and is determined by the length of the class.
B&G 4' Red Hose Unit	\$15.32	each	The 12 month usage is 12 each, and the size is D50-4'.	
B&G Check Valve	\$2.78	set	The 12 month usage is 2 sets, and the size is 12.	
B&G Gasket Kit Multijet Tip	\$28.54	each	The 12 month usage is 5 each, and the size is GD124.	
B&G Korosl Tank Gasket	\$2.54	set	The 12 month usage is 2 sets, and the size is 12P268.	
B&G Multijet C&C Tip Assembly	\$33.36	each	The 12 month usage is 12 each.	Assembly with straw.
B&G Sprayer N124S-18"	\$232.86	each	The 12 month usage is 10 each, and the size is 1 gallon.	
Bell Protecta Rat Bt Stn	\$54.08	case	The 12 month usage is 44 cases, and the size is 6 in a case.	
Best 616-6-8 Turf Supreme	\$22.67	bag	The 12 month usage is 25 bags, at 50lbs each.	Best 16-6-8 Turf Supreme
Best 6-20-20 XB	\$32.81	bag	The 12 month usage is 50 bags, at 50lbs each.	Best 6-24-24 XB (50lb)
Blazon Blu Colorant	\$88.35	jug	The 12 month usage is 12 jugs, and the size is 2.5 gallons each.	
Borid Turbo Dust	\$9.61	can	The 12 month usage is 48 cans, at 16oz each.	
Cy Kick Pressurized CS	\$12.15	can	The 12 month usage is 12 cans, at 20 oz each.	
DeltaDust	\$12.29	bottle	The 12 month usage is 120 bottles, and the size is 1 lb each bottle.	
Demand CS	\$38.32	jug	The 12 month usage is 1 jug, and the size is 8 oz jug.	

**J.C EHRlich, CO., dba TARGET SPECIALTY PRODUCTS 1059 W GENEVA DRIVE, TEMPE, CA. 85282**

DISC Tempo	\$75.18	box	The 12 month usage is 5 boxes, and the size is 8x50 gm.	Tempo Ultra WSP (8 x 50gm)
Diuron	\$60.70	jug	The 12 month usage is 40 jugs, and the size is 2.5 gallons.	
Gallery 75DF	<del>\$135.02</del> <b>\$110.00</b>	bottle	The 12 month usage is 36 bottles @ 1 lb each.	
Garlon 4	\$211.01	jug	The 12 month usage is 16 jugs @ 2.5 gallons each.	
General Pest Control PHX	\$50.00	gallon	The 12 month usage is 1 gallon.	Price varies from \$25 to \$150 and is determined by the length of the class.
Instant Soap N Water	<del>\$4.78</del> <b>\$5.02</b>	each	The 12 month usage is 128 each, and the size is 9 oz.	
Intruder HPX	\$7.89	can	The 12 month usage is 56 cans @ 14 oz each.	D-Force HPX (14oz) EPA 9444-217
Mark It Blue	\$31.30	gallon	The 12 month usage is 27 gallons.	Gallon
Pendulum Aquacap	<del>\$127.72</del> <b>\$134.11</b>	jug	The 12 month usage is 6 jugs @ 2.5 gallons each.	2.5 gallon jug
Prozap Insect Guard Strip	\$31.66	case	The 12 month usage is 3 cases, the size is 12 each case.	Nuvan Prostrips (12x16gm), Pull w/ 12 hangers EPA 5481-553 6/box, 6 box/case Amvac Chemical Corp
Reward	\$197.50	jug	The 12 month usage is 30 jugs @ 2.5 gallons each.	AGENCY item
RoundUp Pro	\$60.69	jug	The 12 month usage is 632 jugs @ 2.5 gallons each.	1.67 gallon jug
RoundUp Pro Conc	\$100.59	case	The 12 month usage is 326 cases, and the size is 2 x 2.5 gallons.	2 x 2.5gal jugs
Scythe Herbicide	\$125.00	jug	The 12 month usage is 1 jug @ 2.5 gallons.	
Solution WSB	\$145.63	case	The 12 month usage is 35 cases, and the size is 8 x 45 oz.	Solution WSB 2,4D (20x19oz) Riverdale
Spray Gun, Turbo	\$99.18	each	The 12 month usage is 2 each, and the size is 1.5mm tip.	Spray Gun Turbo w/1 5mm Tip Udor w/Orange Cone 26 901 162TS INCLUDES 1/2" & 3/8" BARBS Udor USA, Inc.
Surflan AS	\$105.00	jug	The 12 month usage is 24 jugs @ 2.5 gallons.	
Target Pro Spreader Act	\$21.07	gallon	The 12 month usage is 134 gallons.	
Tempo Ultra WSP	\$71.91	box	The 12 month usage is 20 boxes, and the size is 8 x 50 gm.	
Trimec Classic Broadlf	\$98.13	jug	The 12 month usage is 2 jugs @ 2.5 gallons each.	
<del>Wasp Freeze</del> <b>Wasp Freeze II</b>	\$6.91	can	The 12 month usage is 24 cans @ 17.5 oz each.	

**J.C EHRlich, CO., dba TARGET SPECIALTY PRODUCTS 1059 W GENEVA DRIVE, TEMPE, CA. 85282**

PRICING SHEET: 59540, 59555, 59560

Terms: NET 30

Vendor Number: ~~2011001282 0~~ 2011005448 0

Telephone Number: 480-517-0755

Fax Number: 480-517-0766

Contact Person: Hariven Cronk

E-mail Address: [hariven.cronk@target-specialty.com](mailto:hariven.cronk@target-specialty.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2015 2018**

UNIVAR USA, 2090 E UNIVERSITY DR, TEMPE, AZ. 85281

COMPANY NAME: Univar USA  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 2090 E University Dr, Tempe, AZ. 85281  
 REMIT TO ADDRESS: Same  
 TELEPHONE NUMBER: 480-894-5323  
 FACSIMILE NUMBER: 480-894-5415  
 WEB SITE: www.pestweb.com  
 REPRESENTATIVE NAME: Christy Davie  
 REPRESENTATIVE TELEPHONE NUMBER: 480-205-4233  
 REPRESENTATIVE E-MAIL: christy.davie@univarusa.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 30 DAYS			

LANDSCAPE PRODUCTS			
Title	Cataloge Year Designation	Description	Bidder Notes
Alligare	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12, 17% off of list
American Cyanamid	2012	Please provide the requested manufacturer information if applicable.	N/A
Anderson Fertilizer	2012	Please provide the requested manufacturer information if applicable.	N/A
Applied Biochemists	2012	Please provide the requested manufacturer information if applicable.	N/A
Aquatrols	2012	Please provide the requested manufacturer information if applicable.	N/A
Art Wilson	2012	Please provide the requested manufacturer information if applicable.	N/A
Aventis	2012	Please provide the requested manufacturer information if applicable.	N/A
B&G Equipment	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list
BASF	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list as long as it is a non agency product
Bayer Environmental	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list as long as it is non agency products
Becker Underwood	2012	Please provide the requested manufacturer information if applicable.	2012 1-1-12 17% off list
Best-Simplot	2012	Please provide the requested manufacturer information if applicable.	N/A
Bonide Products, Inc.	2012	Please provide the requested manufacturer information if applicable.	2012 1-1-12 17% off list

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Cerex Agri	2012	Please provide the requested manufacturer information if applicable.	N/A-
Cheminova	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list-
Ciba-Geigy	2012	Please provide the requested manufacturer information if applicable.	N/A-
Dow AgroSciences	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list-
Dowelanco	2012	Please provide the requested manufacturer information if applicable.	N/A-
Dupont	2012	Please provide the requested manufacturer information if applicable.	N/A-
FMC	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list as long as it is not agency-
Fiberweb, Inc.	2012	Please provide the requested manufacturer information if applicable.	N/A-
Fords Chemical	2012	Please provide the requested manufacturer information if applicable.	N/A-
Gowan	2012	Please provide the requested manufacturer information if applicable.	N/A-
Griffin Corporation	2012	Please provide the requested manufacturer information if applicable.	N/A-
Growmore	2012	Please provide the requested manufacturer information if applicable.	N/A-
Growth Products	2012	Please provide the requested manufacturer information if applicable.	N/A-
Helena	2012	Please provide the requested manufacturer information if applicable.	N/A-
Henkel Corporation	2012	Please provide the requested manufacturer information if applicable.	N/A-
JT Eaton	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
Lesco	2012	Please provide the requested manufacturer information if applicable.	N/A-
Loveland Industries	2012	Please provide the requested manufacturer information if applicable.	N/A-
Midland Fumigant Co.	2012	Please provide the requested manufacturer information if applicable.	N/A-
Miles Inc. Specialty Products	2012	Please provide the requested manufacturer information if applicable.	N/A-
Milliken Chemical	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
Monsanto	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list except agency products-
Monterey Chemical	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
Nature Safe	2012	Please provide the requested manufacturer information if applicable.	N/A-
NuFarm	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
OHP	2012	Please provide the requested manufacturer information if applicable.	N/A-
Ortho	2012	Please provide the requested manufacturer information if applicable.	N/A-

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PBI Gordon	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
Pestcon	2012	Please provide the requested manufacturer information if applicable.	N/A-
Platte Chemical	2012	Please provide the requested manufacturer information if applicable.	N/A-
Precision Labs	2012	Please provide the requested manufacturer information if applicable.	N/A-
Pretiss	2012	Please provide the requested manufacturer information if applicable.	N/A-
Prokoz	2012	Please provide the requested manufacturer information if applicable.	N/A-
PureGro	2012	Please provide the requested manufacturer information if applicable.	N/A-
Riverdale	2012	Please provide the requested manufacturer information if applicable.	N/A-
Rodetrol	2012	Please provide the requested manufacturer information if applicable.	N/A-
S.-C. Johnson	2012	Please provide the requested manufacturer information if applicable.	N/A-
SePro	2012	Please provide the requested manufacturer information if applicable.	N/A-
Solo Sprayers	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list-
Speckoz	2012	Please provide the requested manufacturer information if applicable.	N/A-
SSI Maxim	2012	Please provide the requested manufacturer information if applicable.	N/A-
Sta Put	2012	Please provide the requested manufacturer information if applicable.	N/A-
Summit Chemical Co.	2012	Please provide the requested manufacturer information if applicable.	N/A-
Syngenta	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off list except for agency products-
Target	2012	Please provide the requested manufacturer information if applicable.	N/A-
United Phosphorus Inc.	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list-
Valent BioSciences	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list-
Waterbury	2012	Please provide the requested manufacturer information if applicable.	Currently FMC 2102, 1-1-12 17% off of list
Wellmark	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list except all agency products-
Whitmire-Microgen	2012	Please provide the requested manufacturer information if applicable.	currently BASF 2012, 1-1-12 17% off of list except for agency products-
Wileo Distributors	2012	Please provide the requested manufacturer information if applicable.	N/A-
Yara	2012	Please provide the requested manufacturer information if applicable.	N/A-
Zeneca	2012	Please provide the requested manufacturer information if applicable.	N/A-
Zoecon	2012	Please provide the requested manufacturer information if applicable.	2012, 1-1-12 17% off of list except for agency products-

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Any other Manufacturers not already listed	2012	Please provide the requested manufacturer information if applicable.	All manufactures will receive 17% off of list except for agency products-	
<del>FERTILIZERS &amp; SOIL AMENDMENTS, HERBICIDES, INSECTICIDES, PESTICIDES</del>				
<del>Title</del>	<del>Unit Price</del>	<del>UofM</del>	<del>Description</del>	<del>Bidder Notes</del>
<del>Aquamaster</del>	<del>\$51.00</del>	<del>jug</del>	<del>The 12 month usage is 42 jugs @ 2.5 gallons per jug.</del>	<del>-</del>
<del>B&amp;G 4' Red Hose Unit</del>	<del>\$15.69</del>	<del>each</del>	<del>The 12 month usage is 12 each, and the size is D50 4'.</del>	<del>-</del>
<del>B&amp;G Check Valve</del>	<del>\$2.84</del>	<del>set</del>	<del>The 12 month usage is 2 sets, and the size is 1/2.</del>	<del>-</del>
<del>B&amp;G Gasket Kit Multijet Tip</del>	<del>\$29.13</del>	<del>each</del>	<del>The 12 month usage is 5 each, and the size is GD124.</del>	<del>-</del>
<del>B&amp;G Korosl Tank Gasket</del>	<del>\$2.61</del>	<del>set</del>	<del>The 12 month usage is 2 sets, and the size is 12P268.</del>	<del>-</del>
<del>B&amp;G Multijet C&amp;C Tip Assembly</del>	<del>\$34.18</del>	<del>each</del>	<del>The 12 month usage is 12 each.</del>	<del>-</del>
<del>B&amp;G Sprayer N124S 18"</del>	<del>\$235.40</del>	<del>each</del>	<del>The 12 month usage is 10 each, and the size is 1 gallon.</del>	<del>-</del>
<del>Bell Protecta Rat Bt Stn</del>	<del>\$57.58</del>	<del>case</del>	<del>The 12 month usage is 44 cases, and the size is 6 in a case.</del>	<del>-</del>
<del>Blazon Blu Colorant</del>	<del>\$91.87</del>	<del>jug</del>	<del>The 12 month usage is 12 jugs, and the size is 2.5 gallons each.</del>	<del>-</del>
<del>Cy Kick Pressurized CS</del>	<del>\$11.94</del>	<del>can</del>	<del>The 12 month usage is 12 cans, at 20 oz each.</del>	<del>-</del>
<del>DeltaDust</del>	<del>\$13.49</del>	<del>bottle</del>	<del>The 12 month usage is 120 bottles, and the size is 1 lb each bottle.</del>	<del>-</del>
<del>Demand CS</del>	<del>\$35.65</del>	<del>jug</del>	<del>The 12 month usage is 1 jug, and the size is 8 oz jug.</del>	<del>-</del>
<del>DISC Tempo</del>	<del>\$73.81</del>	<del>box</del>	<del>The 12 month usage is 5 boxes, and the size is 8x50 gm.</del>	<del>-</del>
<del>Diuron</del>	<del>\$60.29</del>	<del>jug</del>	<del>The 12 month usage is 40 jugs, and the size is 2.5 gallons.</del>	<del>-</del>
<del>Gallery 75DF</del>	<del>\$153.93</del>	<del>bottle</del>	<del>The 12 month usage is 36 bottles @ 1 lb each.</del>	<del>-</del>
<del>Instant Soap N Water</del>	<del>\$4.80</del>	<del>each</del>	<del>The 12 month usage is 128 each, and the size is 9 oz.</del>	<del>-</del>
<del>Mark It Blue</del>	<del>\$27.32</del>	<del>gallon</del>	<del>The 12 month usage is 27 gallons.</del>	<del>-</del>
<del>Pendulum Aquacap</del>	<del>\$118.50</del>	<del>jug</del>	<del>The 12 month usage is 6 jugs @ 2.5 gallons each.</del>	<del>-</del>
<del>Reward</del>	<del>\$197.50</del>	<del>jug</del>	<del>The 12 month usage is 30 jugs @ 2.5 gallons each.</del>	<del>This product is an agency product and pricing may increase at any time based on the manufacture increasing price.</del>
<del>RoundUp Pro</del>	<del>\$68.00</del>	<del>jug</del>	<del>The 12 month usage is 632 jugs @ 2.5 gallons each.</del>	<del>This product is now Roundup ProMAX and comes in a 1.67 gal. jug.</del>

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Seythe Herbicide	\$120.00	jug-	The 12 month usage is 1 jug @ 2.5 gallons.	-
Spray Gun, Turbo	\$99.00	each-	The 12 month usage is 2 each, and the size is 1.5mm tip.	Masterline Gunjet-
Surflan AS	\$139.54	jug-	The 12 month usage is 24 jugs @ 2.5 gallons.	-
Tempo Ultra WSP	\$73.81	box-	The 12 month usage is 20 boxes, and the size is 8 x 50 gm.	-
Wasp Freeze	\$6.64	can-	The 12 month usage is 24 cans @ 17.5 oz each.	-

PRICING SHEET: 59540, 59555, 59560

Terms: \_\_\_\_\_ NET 30

Vendor Number: \_\_\_\_\_ 2011002070 0

Telephone Number: \_\_\_\_\_ 480 894 5323

Fax Number: \_\_\_\_\_ 480 894 5415

Contact Person: \_\_\_\_\_ Christy Davie

E-mail Address: \_\_\_\_\_ [christy.davie@univarusa.com](mailto:christy.davie@univarusa.com)

Certificates of Insurance \_\_\_\_\_ Required

Contract Period: \_\_\_\_\_ To cover the period ending July 31, 2015.

**\*\*\*EXPIRES 08/01/15\*\*\***