COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF AVONDALE AND TITAN MACHINERY INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 20, 2016, between the City of Avondale, an Arizona municipal corporation (the "City"), and Titan Machinery Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract Serial No. 15021-C, dated August 1, 2015, and last revised on December 22, 2015 (the "County Contract"), for the Contractor to provide heavy duty truck, construction and agricultural, industrial fleet and equipment parts, service and accessories. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and so long as the County Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the County Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with heavy duty truck parts, service and accessories, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. <u>Term of Agreement</u>. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2016 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the County Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

Scope of Work. This is an indefinite quantity and indefinite delivery Agreement 2. for Materials and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Purchases will only be made when the City identifies a need and proper Agreement. authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the County Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be Contractor acknowledges and agrees that Work Order(s) containing subject to rejection. unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 <u>Inspection; Acceptance</u>. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the County Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 <u>Cancellation</u>. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. <u>Compensation</u>. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed \$4,000.00 for the Materials and Services at the unit rates set forth in the County Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the

Contractor an annual aggregate amount not to exceed \$40,000.00 for the Materials and Services at the unit rates set forth in the County Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$164,000.00.

4. <u>Payments</u>. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. <u>E-verify Requirements</u>. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. <u>Conflict of Interest</u>. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

8. <u>Applicable Law; Venue</u>. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

Agreement Subject to Appropriation. The City is obligated only to pay its 9. obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

10. <u>Conflicting Terms</u>. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, the County Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract shall not alter such terms and conditions in the performance of this Agreement.

11. <u>Rights and Privileges</u>. To the extent provided under the County Contract, the City shall be afforded all of the rights and privileges afforded to the County and shall be the "County" (as defined in the County Contract) for the purposes of the portions of the County Contract that are incorporated herein by reference.

12. <u>Indemnification; Insurance</u>. In addition to and in no way limiting the provisions set forth in Section 11 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the County to the extent provided under the County Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses,

claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. <u>Notices and Requests</u>. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: David W. Fitzhugh, City Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	Titan Machinery, Inc. 1411 North 27th Avenue Phoenix, Arizona 85009 Attn: Kevin Smith

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

"City"

CITY OF AVONDALE, an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)) ss. COUNTY OF MARICOPA)

On ______, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

TITAN MACHINERY INC.,
a Delaware corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF_____)
SS.
COUNTY OF _____)
On _____, 2016, before me personally appeared _____
On _____, the _____ of TITAN MACHINERY INC., a
Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to

Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A TO COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF AVONDALE AND TITAN MACHINERY INC.

[County Contract]

See following pages.

SERIAL 15021 C HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL, INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES

DATE OF LAST REVISION: December 22, 2015 CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT:Contract for HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2015. (Effective August 1, 2015)**

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

Wes Baysinger, Chief Procurement Officer Office of Procurement Services

NP/at Attach

Copy to: Office of Procurement Services Gidget Vigil, Equipment Services

(Please remove Serial 10018-C from your contract notebooks)

ALLIED CRANE MACHINERY, 4751 E. INDIGO ST. MESA, AZ 85205

COMPANY NAME:	Allied Crane & Machinery
DOING BUSINESS AS (DBA) NAME:	Allied Crane & Machinery
MAILING ADDRESS:	4751 E. Indigo St. Mesa, AZ 85205
REMIT TO ADDRESS:	4751 E. Indigo St. Mesa, AZ 85205
TELEPHONE NUMBER:	623-344-0692
FACSIMILE NUMBER:	623-581-0122
WEB SITE:	www.alliedcraneandmachinery.com
REPRESENTATIVE NAME:	Jason Guerra
REPRESENTATIVE TELEPHONE NUMBER:	623-810-8567
REPRESENTATIVE E-MAIL:	jguerra@alliedcrane.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	•		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE LIST AT	PRICE COLUMN	DISCOUNT (% OFF)
	DATE OF ISSUE	TO BE USED	
Terex	Standard list 5/12/2015		0
Todano	Standard list 5/12/2015		0
Manitex	Standard list 5/12/2015		0
JLG	Standard list 5/12/2015		0
Genie	Standard list 5/12/2015		0
Palfinger	Standard list 5/12/2015		0
Overhead Cranes	Standard list 5/12/2015		0
Jib Cranes	Standard list 5/12/2015		0
Service Truck Cranes	Standard list 5/12/2015		0

Labor Rates	Unit Price			Bidder Notes	
Labor Rate Contractor Facility	\$115.00	\$115.00			This is the price for our
					hourly rate at Allied
	****				Crane.
Labor Rate County Facility	\$115.00				This is the price for our
					hourly rate at County Facilities
Lahan Data fan after hanne (anartima (if	\$165.00				This is our labor rate for
Labor Rate for after hours/overtime (if	\$165.00				overtime hours
different)	¢115.00				
Labor Rate for Field Service	\$115.00				This is our labor rate for
				Field Service	
Labor Rate for Field Service Overtime	\$165.00		This is our labor rate for overtime hours		
1.3 Mileage - 1st 50 miles free or a onetime		nor		flat fuel	overtime nours
		per			
flat fuel charge:		mile		charge	
1.4 Business Hours	-	7am-5pm			
1.5 Return Policy	30 days				
1.5.1 Time limitations					
1.5.2 Restocking charge (if any)	10% restock				
1.6 Additional Services Offered:	Overhead crane Inspection and repairs				
	service t	service truck crane inspections & repairs			

ALLIED CRANE MACHINERY, 4751 E. INDIGO ST. MESA, AZ 85205

1.7 Warranty (define)1.8 Additional Participating Locations:	Standard Manufacture Warranty
NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011006287 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

ARIZONA BRAKE AND CLUTCH SUPPLY, INC., 2211 N Black Canyon Hwy., Phoenix, AZ 85009

COMPANY NAME:	Arizona Brake & Clutch Supply, Inc.
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	2211 N Black Canyon Hwy., Phoenix, AZ 85009
REMIT TO ADDRESS:	P.O. Box 6369 Phoenix, AZ 85005
TELEPHONE NUMBER:	602-256-7966
FACSIMILE NUMBER:	602-254-1283
WEB SITE:	www.arizonabrake.com
REPRESENTATIVE NAME:	Mark A. Johnson
REPRESENTATIVE TELEPHONE NUMBER:	602-256-7966
REPRESENTATIVE E-MAIL:	mjohnson@arizonabrake.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	•		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

☑ 2% 30 DAYS NET 31 DAYS

Manufacturer	CURRENT PRICE LIST	PRICE	DISCOUN
	AT DATE OF ISSUE	COLUMN TO	T (% OFF)
		BE USED	, , , , , , , , , , , , , , , , , , ,
Az. Brake & Clutch Relined Brake Shoes	ABC Price Book 4-28-15	List	66.00%
Az. Brake & Clutch Relined Brake Shoe Kits	ABC Price Book 4-28-15	List	59.00%
Euclid/Meritor HD Brake Components	Meritor Price Book 4-28-15	List	55.00%
Bendix New Air Brake Components	Bendix New 1-1-15	List	54.00%
Bendix Reman. Air Brake Components	Bendix Reman 1-1-15	List	56.00%
Raybestos Brake	Raybestos Price Book 4-28-	List	64.00%
Pads/Shoes/drums/Rotors/Hydraulics/Calipers	15		
Stemco Seals/Bearings/Slack Adjusters	Stemco Price Book 5-7-15	List	55.00%
Timken Bearings	Timken 5-15-14	List	66.00%
National Seals /Gaskets	National Price Book 4-28-15	List	66.00%
National Oil Seals	National Price Book 4-28-15	List	70.00%
Webb Brake Drums	Webb Price Book 5-7-15	List	65.00%
Gunite Druma & Slack Adjusters	Gunite Price Book 4-28-15	List	65.00%
Platinum Clutch Kits & Flywheels	Platinum 9-1-14	Jobber	15.00%
Mid-America Clutches & Flywheels	Mid America Price Book 5- 7-15	List	65.00%
Everco HD A/C Components	Everco Price Book 4-28-15	List	70.00%
Sloan Air/Electrical Components/Wiper Blades	Tamec Sloan2015	List	50.00%
Valvoline Brake Clean	Valvoline Price Book 4-28- 15	List	60.00%
Luberfiner Filters	Luberfiner Price Book 4-28- 15	List	80.00%
Great Dane Trailer Parts/Lighting	Great Dane 3-3-14	List	55.00%
Haldex/Midland	Haldex Price Book 4-28-15	List	55.00%
Ecco Lights	ECCO Dist. Price 1-1-15	List	61.00%

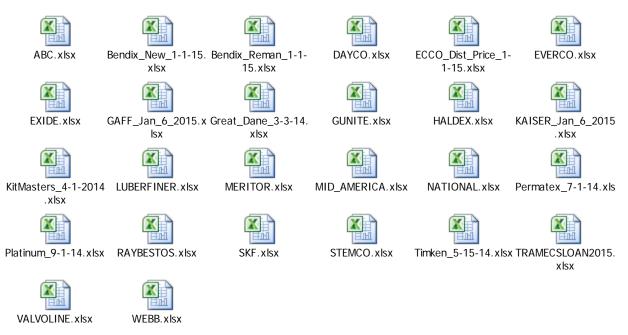
ARIZONA BRAKE AND CLUTCH SUPPLY, INC., 2211 N Black Canyon Hwy., Phoenix, AZ 85009

Dayco Belts & hoses	Dayco Price Book 4-28-15	List	67.00%
Exide Batteries	Exide Price Book 4-28-15	List	60.00%
Permatex Cleanerrs/Adhesive/Sealants/Gasketing/Threa d Compounds	Permatex 7-1-14	List	54.00%
Gaff Mounts & Suspension Parts	Gaff_Jan 6 2015	List	50.00%
Kaiser King Pins	Kaiser_Jan 6 2015	List	54.00%
Chicago Rawhide/SKF Bearings & Seals	SKF Price Book 4-28-15	List	60.00%
Kit Masters Fan Clutches & Components	KitMaster 4-1-14	List	50.00%

Labor Rates	Unit Pric	e			
Labor Rate Contractor Facility	\$68.00				
Labor Rate County Facility	\$68.00				
Labor Rate for after hours/overtime	\$102.00				
(if different)					
Labor Rate for Field Service	\$102.00				
Labor Rate for Field Service	\$136.00				
Overtime					
1.3 Mileage - 1st 50 miles free or a	\$0.00	per mile	\$0.00	flat fuel charge	
onetime flat fuel charge:					
1.4 Business Hours	Monday-	Monday-Friday 7:00am - 7:00pm, Saturday 7:00am - 12:00pm			
1.5 Return Policy	Returns v	vill be xcepted as l	ong as contract is	in place	
1.5.1 Time limitations	Term of o	contract			
1.5.2 Restocking charge (if any)	None				
1.6 Additional Services Offered:	Service department for brakes and clutches				
1.7 Warranty (define)	All warranties are per manufacturer				
1.8 Additional Participating					
Locations:					

Labor Codes			Cost
Az. Brake & Clutch	Lab53	Drum turn 4.0/IN	12.63
Az. Brake & Clutch	Lab55	Drum turn 5.0/IN	15.79
Az. Brake & Clutch	Lab56	Drum turn 6.0/IN	18.94
Az. Brake & Clutch	Lab57	Drum turn 7.0/IN	22.1
Az. Brake & Clutch	Lab58	Drum turn 8-5/8/IN	27.2
Az. Brake & Clutch	Lab06	Turn elec/drum	15.24
Az. Brake & Clutch	Lab07	Arc custom shoe	3.09
Az. Brake & Clutch	Lab16	Rear drum mount dual	11.98
Az. Brake & Clutch	Lab17	Rear rotor mount	10.35
Az. Brake & Clutch	Labf34a	Spicer flywheel turn	50.28

ARIZONA BRAKE AND CLUTCH SUPPLY, INC., 2211 N Black Canyon Hwy., Phoenix, AZ 85009



NIGP CODE:	06066
Terms:	2% 30 DAYS NET 31 DAYS
Vendor Number:	W000003287 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

ARIZONA TRUCK PROS, 5511 N. 51ST AVE SUITE 110, GLENDALE, AZ 85301

COMPANY NAME:	Hyper Customs LLC
DOING BUSINESS AS (DBA) NAME:	Arizona Truck Pros
MAILING ADDRESS:	5511 N. 51ST AVE SUITE 110
REMIT TO ADDRESS:	5511 N. 51ST AVE SUITE 110
TELEPHONE NUMBER:	623-435-0245
FACSIMILE NUMBER:	623-435-0246
WEB SITE:	aztruckpros@aol.com
REPRESENTATIVE NAME:	Joel Delisle
REPRESENTATIVE TELEPHONE NUMBER:	6234350245
REPRESENTATIVE E-MAIL:	aztruckpros@aol.com

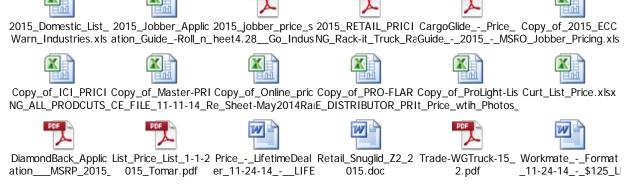
	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	~		

☑ 2% 10 DAYS NET 30 DAYS

	CURRENT PRICE LIST AT	PRICE COLUMN TO	DISCOUNT (%
	DATE OF ISSUE	BE USED	OFF)
Manufacturer			
Cargo Glide	2/27/2015	List	-35
Curt	3/27/2015	List	-35
Diamondback	12/19/2014	List	-5
Ecco	1/1/2015	Jobber	-15
Go Industries	1/1/2015	Jobber	-5
ICI	3/15/2015	Jobber	-15
Lifetime/ Workmate	11/24/2014	Cost	25
Rack-It	1/1/2015	Retail	15
Ranch hand	5/19/2014	Jobber	20
Ready Lift	11/11/2014	List	-20
Roll N Lock	2/3/2015	List	-15
Snug Top	3/15/2015	List	-15
Tomar	1/15/2015	List	-20
Truck Covers USA	1/1/2015	LIst	-18
Warn	1/1/2015	List	-15
Weather Guard	1/1/2015	Trade	-15
Xtreme Spray On Liners	7/1/2012	List	-35

ARIZONA TRUCK PROS, 5511 N. 51ST AVE SUITE 110, GLENDALE, AZ 85301

Labor Rate Contractor Facility	\$50.00			
Labor Rate County Facility	\$50.00			
Labor Rate for after hours/overtime (if different)	\$75.00			
Labor Rate for Field Service	\$50.00			
Labor Rate for Field Service Overtime	\$75.00			
1.3 Mileage - 1st 50 miles free or a onetime flat	\$ N/A	per mile	\$ N/A	flat fuel charge
fuel charge:				
1.4 Business Hours	8am to 5 pm Mon. to Fri.			
1.5 Return Policy	yes			
1.5.1 Time limitations	30 DAYS			
1.5.2 Restocking charge (if any)	_			
1.6 Additional Services Offered:	Special Orders			
1.7 Warranty (define)	Manufacturers			
1.8 Additional Participating Locations:	NONE			



PDF
Xtreme_Liners.pdf

NIGP CODE:	06066
Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000009324 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

ATLAS COPCO CMT, 2040 W. PINNACLE PEAK RD., PHX, AZ 85027

COMPANY NAME:	Atlas Copco CMT
DOING BUSINESS AS (DBA) NAME:	Atlas Copco CMT
MAILING ADDRESS:	2040 W. Pinnacle Peak Rd., Phx, AZ 85027
REMIT TO ADDRESS:	2040 W. Pinnacle Peak Rd., Phx,AZ 85027
TELEPHONE NUMBER:	623-780-0200
FACSIMILE NUMBER:	623-780-0206
WEB SITE:	www.atlascopco.com/us
REPRESENTATIVE NAME:	Greg Ayers
REPRESENTATIVE TELEPHONE NUMBER:	623-258-2815
REPRESENTATIVE E-MAIL:	greg.ayers@us.atlascopco.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Atlas Copco			0%
Dynapac			
Chicago			
Pneumatic			
APT			

Labor Rates	Unit Price	Bidder Note			
Labor Rate Contractor Facility	\$128.00	\$128/hour Flat rate. N	\$128/hour Flat rate. No mileage charge. Rate is port to port.		
Labor Rate County Facility	\$128.00	\$128/hour Flat rate. N	lo mile	eage charge. Rate is port to port.	
Labor Rate for after hours/overtime	\$160.00	\$128/hr M-F normal	busine	ess hours. We don't charge overtime	
(if different)		during week(example	if tec	h starts job at 2pm and works til 9m	
Labor Rate for Field Service	\$128.00	it is standard \$128 OR if techs works on the job for 50 hours it is			
Labor Rate for Field Service	\$128.00	still \$128/hr.)IF service called out after normal business hours			
Overtime		rate is \$160/hour. (Example - service call out at 8PM after rate			
		of \$160 applies).			
1.3 Mileage - 1st 50 miles free or a		per mile flat fuel charge			
onetime flat fuel charge:					
1.4 Business Hours	7AM - 4PN	/I M-F			
1.5 Return Policy					
1.5.1 Time limitations	<u>30 Days</u>				
1.5.2 Restocking charge (if any)	35%				
1.6 Additional Services Offered:	After Hours + Weekends (additional)				
	Welding - N	Aachine - ETC			

1.7 Warranty (define)	
1.8 Additional Participating	Atlas Copco - Tucson
Locations:	6393 S. Campbell Ave
	Tucson, AZ 85706
	520-834-0400
NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000744 0
Certificates of Insurance	Required
Contract Datis 1	$T_{\rm exactly and constraints} = \frac{1}{2} \frac{1}$
Contract Period:	To cover the period ending July 31, 2016 .

ATLAS COPCO CMT, 2040 W. PINNACLE PEAK RD., PHX, AZ 85027

AUTO SAFETY HOUSE, 2630 WEST BUCKEYE ROAD, PHOENIX, ARIZONA 85042

COMPANY NAME:	Auto Safety House
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	2630 West Buckeye Road, Phoenix, Arizona 85042
REMIT TO ADDRESS:	Same
TELEPHONE NUMBER:	602-269-9721
FACSIMILE NUMBER:	602-278-3916
WEB SITE:	autosafetyhouse.com
REPRESENTATIVE NAME:	Stan Costantino
REPRESENTATIVE TELEPHONE NUMBER:	480-450-3427
REPRESENTATIVE E-MAIL:	scostantino@autosafetyhouse.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM	V		
THIS CONTRACT:	B (1-1)-1),	Records.	

Manufacturer	CURRENT PRICE	PRICE COLUMN TO	DISCOUNT
	LIST AT DATE OF	BE USED	(% OFF)
	ISSUE		, ,
CINTAS FIRE PROTECTION	1/1/2015	List	55.00%
AMEREX CORPORATION	1/1/2015	List	55.00%
AMERICAN POWER SYSTEM	1/1/2015	List	31.00%
AUTHORIZED TRANSMISSION	1/1/2015	List	35.00%
PRESSURE SENSATIVE PRODUCTS	1/1/2015	List	51.00%
CUSTOM RADIO	1/1/2015	List	46.00%
Q-STRAINT	1/1/2015	List	46.00%
BESI INC	1/1/2015	List	55.00%
BLUEBIRD	1/1/2015	List	58.00%
BALDWIN FILTERS	1/1/2015	List	57.00%
BALDWIN FILTERS	1/1/2015	List	57.00%
BOWER BEARINGS	1/1/2015	List	67.00%
ROBERT BOSCH	1/1/2015	List	53.00%
Bostech	1/1/2015	List	45.00%
BRAUN	1/1/2015	List	36.00%
CATERPILLAR	1/1/2015	List	13.00%
CHAM-CAL ENGINEERING	1/1/2015	List	38.00%
Coast Glass	1/1/2015	List	35.00%
COLE HERSEE	1/1/2015	List	54.00%
CERTIFIED SAFETY	1/1/2015	List	40.00%
CUMMINS	1/1/2015	List	25.00%
DAYCO	1/1/2015	List	53.00%
DEKA EAST PENN / MANEY WIRE	1/1/2015	List	30.00%
DONALDSON	1/1/2015	List	31.00%
EXIDE	1/1/2015	List	61.00%
THOMAS BUS VENDOR LINE	1/1/2015	List	30.00%

AUTO SAFETY HOUSE, 2630 WEST BUCKEYE ROAD, PHOENIX, ARIZONA 85042

FREIGHTLINER	1/1/2015	List	30.00%
NATIONAL SEALS	1/1/2015	List	68.00%
Glaval Bus	1/1/2015	List	15.00%
INPOWER	1/1/2015	List	46.00%
JAMES KING	1/1/2015	List	35.00%
JOHN DEERE MFG	1/1/2015	List	65.00%
KAJO COMPANY	1/1/2015	List	28.00%
HOTSTART	1/1/2015	List	48.00%
		List	
ARIZONA JOBBERS	1/1/2015		44.00%
LEECE NEVILLE	1/1/2015	List	31.00%
ME/BE CORP	1/1/2015	List	25.00%
International	1/1/2015	List	40.00%
MIRROR LITE	1/1/2015	List	48.00%
MOLTAN COMPANY	1/1/2015	List	15.00%
MITCHELL RUBBER	1/1/2015	List	54.00%
Manney Wire and Cable	1/1/2015	List	34.00%
MAXON MOBILITY	1/1/2015	List	31.00%
OMEGA ENVIRONMENTAL	1/1/2015	List	29.00%
ORION SAFETY	1/1/2015	List	45.00%
FINISH MASTER	1/1/2015	List	32.00%
CLF WAREHOUSE	1/1/2015	List	30.00%
PENN TEX INDUSTRIES	1/1/2015	List	31.00%
PENRAY	1/1/2015	List	43.00%
PETERSON MANUFACTURING	1/1/2015	List	67.00%
JOSEPH POLLACK	1/1/2015	List	47.00%
PRECO INC.	1/1/2015	List	40.00%
PRO-VISION	1/1/2015	List	43.00%
PLEWS EDELMAN	1/1/2015	List	34.00%
PULSETECH PRODUCTS	1/1/2015	List	31.00%
RICON CORP	1/1/2015	List	55.00%
RADIO ENGINEERING	1/1/2015	List	41.00%
REFLEXITE AMERICAS	1/1/2015	List	60.00%
SARTIN SERVICES	1/1/2015	List	40.00%
SECURITY CHAIN	1/1/2015	List	41.00%
SEON CORP	1/1/2015	List	42.00%
SURE-LOK	1/1/2015	List	42.00%
SOUND OFF SIGNAL	1/1/2015	List	52.00%
TRUCKLITE	1/1/2015	List	59.00%
SVP MANUFACTURING	1/1/2015	List	39.00%
SPECIALTY MANUFACTURING	1/1/2015	List	20.00%
TRANS/AIRE	1/1/2015	List	55.00%
TRANSARCTIC	1/1/2015	List	50.00%
THOMAS BUS	1/1/2015	List	30.00%
SPECIALTY MANUFACTURING	1/1/2015	List	23.00%
WEBB	1/1/2015	List	25.00%
BENDIX	1/1/2015	List	20.00%
LINK MFG	1/1/2015	List	20.00%
MOBILE CLIMATE CONTROL	1/1/2015	List	50.00%
MOBILE CLIMATE CONTROL	1/1/2015	List	50.00%
CARRIER	1/1/2015	List	50.00%
TECHTRAN	1/1/2015	List	43.00%
TARGET TECH	1/1/2015	List	35.00%
Valvoline Oil	1/1/2015	List	50.00%
VINTAGE PARTS INC	1/1/2015	List	31.00%

AUTO SAFETY HOUSE, 2630 WEST BUCKEYE ROAD, PHOENIX, ARIZONA 85042

WAGNER LIGHTING	1/1/2015		List		60.00%
ZONAR SYSTEMS	1/1/2015		List		26.00%
Labor Rates	Unit Price				
Labor Rate Contractor Facility	\$95.00	\$95.00			
Labor Rate County Facility	\$105.00	\$105.00			
Labor Rate for after hours/overtime (if	\$142.50				
different)					
Labor Rate for Field Service	\$105.00				
Labor Rate for Field Service Overtime	\$157.00				
1.3 Mileage - 1st 50 miles free or a	\$1.50	per mile	N/A		flat fuel charge
onetime flat fuel charge:					
1.4 Business Hours	6:00-5:00 M-F 8:00-12:00 Sat.				
1.5 Return Policy	No returns on special ordered items				
1.5.1 Time limitations	<u>6 months</u>				
1.5.2 Restocking charge (if any)	15% Max				
1.6 Additional Services Offered:	Paint and Body				
1.7 Warranty (define)	Per manufacturer's policy				
1.8 Additional Participating Locations:	1402 E. Benson Hwy.				
	Tucson, Az. 857	714			
	840 South Hwy				
	Holbrook, Az. 8	36025			

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	W000000722 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

BALAR EQUIPMENT CORP, DBA BALAR HOLDING CORP, 11023 N 22ND AVE., PHOENIX AZ. 85029

COMPANY NAME:	BALAR HOLDING CORP.
DOING BUSINESS AS (DBA) NAME:	BALAR EQUIPMENT
MAILING ADDRESS:	11023 N 22ND AVE., PHOENIX AZ. 85029
REMIT TO ADDRESS:	11023 N 22ND AVE., PHOENIX AZ. 85209
TELEPHONE NUMBER:	602-944-1933
FACSIMILE NUMBER:	602-944-9687
WEB SITE:	BALAR.COM
REPRESENTATIVE NAME:	PETER EVANS
REPRESENTATIVE TELEPHONE NUMBER:	602-944-1933
REPRESENTATIVE E-MAIL:	PEVANS@BALAR.COM
	YES NO REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO THIS CONTRACT:	O PURCHASE FROM

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (% OFF)
	LIST AT DATE OF	COLUMN TO	
	ISSUE	BE USED	
PB LOADER PATCHERS	1/1/2015	LIST	2
SCHWARZE SWEEPERS	2015	LIST	2
STANLEY HYDRAULIC SWEEPERS	12/2/2014	LIST	2

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$105.00			
Labor Rate County Facility	\$105.00			
Labor Rate for after hours/overtime (if	\$105.00			
different)				
Labor Rate for Field Service	\$105.00			
Labor Rate for Field Service Overtime	\$105.00			
1.3 Mileage - 1st 50 miles free or a	\$1.85	per mile		flat fuel charge
onetime flat fuel charge:				
1.4 Business Hours	7:00AM-4:30PM			
1.5 Return Policy	WILL ACCEPT "INVENTORY ADJUSTMENTS"			
1.5.1 Time limitations	<u>6 MONTHS</u>			
1.5.2 Restocking charge (if any)	NO			
1.6 Additional Services Offered:				
1.7 Warranty (define)	90 DAYS			
1.8 Additional Participating Locations:	NONE			

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000268 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

CANYON STATE BUS SALES, 5600 WEST CLAREMONT STREET, GLENDALE, AZ 85301 3113 W Weldon Ave., Phoenix, AZ 85017

COMPANY NAME:	Canyon State Bus Sales
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	5600 West Claremont Street, Glendale, AZ 85301 3113 W Weldon Ave., Phoenix, AZ 85017
REMIT TO ADDRESS:	Same
TELEPHONE NUMBER:	602 230-1515
FACSIMILE NUMBER:	602 230-1519
WEB SITE:	Canyonstatebus.com
REPRESENTATIVE NAME:	Cris Harrop
REPRESENTATIVE TELEPHONE NUMBER:	602 230-1515
REPRESENTATIVE E-MAIL:	cris@canyonstatebus.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:		•	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE LIST AT DATE	PRICE COLUMN	DISCOUNT (%
	OF ISSUE	TO BE USED	OFF)
Blue Bird	List	Trade	30%

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$89.50			
Labor Rate County Facility	\$107.00			
Labor Rate for after hours/overtime (if	\$125.00			
different)				
Labor Rate for Field Service	\$107.00			
Labor Rate for Field Service Overtime	\$135.00			
1.3 Mileage - 1st 50 miles free or a	\$1.00	per mile	N/A	flat fuel charge
onetime flat fuel charge:				
1.4 Business Hours	7:00AM - 5:00P	М		
1.5 Return Policy	None			
1.5.1 Time limitations	<u>90 Days</u>			
1.5.2 Restocking charge (if any)	<u>10%</u>			
1.6 Additional Services Offered:	One Year			
1.7 Warranty (define)	Based on publish	Based on published vendors policies		
1.8 Additional Participating Locations:				

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011002578 0
Certificates of Insurance	Required

Contract Period:

To cover the period ending July 31, 2016.

<u>CT POWER/ICEBERG ENTERPRISES, CP COMPANY INC, 802 SOUTH 70TH AVENUE, PHOENIX, AZ 85043</u>

COMPANY NAME:	CP COMPANY INC
DOING BUSINESS AS (DBA) NAME:	CT POWER & ICEBERG ENTERPRISES
MAILING ADDRESS:	802 SOUTH 70TH AVENUE, PHOENIX, AZ 85043
REMIT TO ADDRESS:	802 SOUTH 70TH AVENUE, PHOENIX, AZ 85043
TELEPHONE NUMBER:	623-907-9300
FACSIMILE NUMBER:	623-907-9307
WEB SITE:	www.ctpower.com
REPRESENTATIVE NAME:	DOUG HAZEL
REPRESENTATIVE TELEPHONE NUMBER:	623-907-9300
REPRESENTATIVE E-MAIL:	dhazel@ctpower.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE LIST AT	PRICE COLUMN TO	DISCOUNT (%
	DATE OF ISSUE	BE USED	OFF)
Carrier Transicold Equipment	Wholesale	Wholesale	
Carrier Transicold Parts	Dealer net	Dealer net	
Thermoking Parts	Dealer net	Dealer net	
Maxon Lift gates	<u>Wholesale</u>	Wholesale	
Hyundai Trailers	Wholesale	Wholesale	

Labor Rates	Unit Pr	Unit Price			Bidder Notes
Labor Rate Contractor Facility	\$79.00	\$79.00		Refrigeration repairs Bus AC Repairs Lift Gate Repairs Trailer Repairs	
Labor Rate County Facility	NO BII)			
Labor Rate for after hours/overtime (if different)	\$237.00		\$237.00		Refrigeration Repairs Bus AC Repairs Lift Gate Repairs Trailer Repairs
Labor Rate for Field Service	\$79.00		Refrigeration Repairs Bus AC Repairs Lift Gate Repairs Trailer Repairs		
Labor Rate for Field Service Overtime	\$237.00		Refrigeration Repairs Bus AC Repairs Lift Gate Repairs Trailer Repairs		
1.3 Mileage - 1st 50 miles free or a	\$1.25	per		flat fuel	î
onetime flat fuel charge:	mile charge		mile charge		
1.4 Business Hours	8:00 am -5:00 pm M-F				
1.5 Return Policy	90 Days				
1.5.1 Time limitations					

CT POWER/ICEBERG ENTERPRISES, CP COMPANY INC, 802 SOUTH 70TH AVENUE, PHOENIX, AZ 85043

1.5.2 Restocking charge (if any)	25%	
1.6 Additional Services Offered:	Trailers Repairs	
	AC Repairs on bus	
1.7 Warranty (define)	1 Year Parts and labor	
	2 year or 4000 hours on new Carrier	
	equipment	
1.8 Additional Participating Locations:		

NIGP CODE:

Terms:

06066

NET 30 DAYS

W000008251 X

Vendor Number:

Certificates of Insurance Required

Contract Period:

To cover the period ending July 31, 2016.

CUMMINS ROCKY MOUNTAIN, LLC, 651 N 101ST AVE., AVONDALE AZ 85323

COMPANY NAME:	Cummins Rocky Mounta	in		
DOING BUSINESS AS (DBA) NAME:				
MAILING ADDRESS:	651 N 101st Ave., Avonda	le AZ 8532	3	
REMIT TO ADDRESS:	PO Box 912138, Denver O	CO 80291-2	2138	
TELEPHONE NUMBER:	623-474-2600			
FACSIMILE NUMBER:	623-474-2730			
WEB SITE:	www.cumminsrockymou	ntain.com		
REPRESENTATIVE NAME:	Theresa Gardner			
REPRESENTATIVE TELEPHONE NUMBER:	623-474-2600			
REPRESENTATIVE E-MAIL:	theresa.gardner@cummi	ns.com		
		YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO THIS CONTRACT:	O PURCHASE FROM	•		
WILL ACCEPT PROCUREMENT CARD FOR PAYMEN	T:			

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Cummins			15%
Fleetguard			62%

Labor Rates	Unit Price	
Labor Rate Contractor Facility	\$102.00	
Labor Rate County Facility	\$136.50	
Labor Rate for after hours/overtime (if different)	\$204.75	
Labor Rate for Field Service	\$204.75	
Labor Rate for Field Service Overtime	\$204.75	
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$2.35 per mile N/A flat fuel charge	
1.4 Business Hours	6:00AM - Midnight M-F 6:00AM - 4:30PM	
	Saturday	
1.5 Return Policy	10 day full price	
1.5.1 Time limitations	<u>filters 1 year</u>	
1.5.2 Restocking charge (if any)	<u>10%</u>	
1.6 Additional Services Offered:	parts delivery	
1.7 Warranty (define)	parts 1 year, labor 90 days	
1.8 Additional Participating Locations:	cummins rocky mountain Mesa	
	440 E. Juanita Ave., Mesa, AZ 85204	

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	W000004563 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

DRAKE EQUIPMENT, 2235 S 19TH AVE., PHOENIX AZ 85009

COMPANY NAME:	DRAKE EQUIPMENT
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	2235 S 19TH AVE., PHOENIX AZ 85009
REMIT TO ADDRESS:	SAA
TELEPHONE NUMBER:	602-278-2552
FACSIMILE NUMBER:	602-278-0427
WEB SITE:	WWW.DRAKEEQUIPMENT.COM
REPRESENTATIVE NAME:	DAVE DRAKE
REPRESENTATIVE TELEPHONE NUMBER:	602-278-2552
REPRESENTATIVE E-MAIL:	dave@drakeequipment.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			0
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (%
	LIST AT DATE OF	COLUMN TO	OFF)
	ISSUE	BE USED	
Buyers	5/1/2015	List	0
Delta Toolboxes	<u>3/1/2015</u>	List	40
Knaack	1/1/2015	List	10
Masterack	<u>6/8/2015</u>	List	0
Weatherguard	<u>1/1/2015</u>	List	10
Drake ladder rack	3/1/2014	List	0
National Lift gate parts	<u>10/1/2014</u>	list	0

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$84.00			
Labor Rate County Facility	\$149.00			
Labor Rate for after hours/overtime (if	\$208.00			
different)				
Labor Rate for Field Service	\$243.00			
Labor Rate for Field Service Overtime	\$309.00			
1.3 Mileage - 1st 50 miles free or a onetime		per mile		flat fuel charge
flat fuel charge:				
1.4 Business Hours	7:30-5:30 M-F			
1.5 Return Policy	Stocking items v	vithin 30 days		
1.5.1 Time limitations	30 days			
1.5.2 Restocking charge (if any)	None for stocked	l itemsnon stoc	k are 25% plus	frt back to factory
1.6 Additional Services Offered:				
1.7 Warranty (define)	Varies with mfg			
1.8 Additional Participating Locations:				

DRAKE EQUIPMENT, 2235 S 19TH AVE., PHOENIX AZ 85009

buyers_price_list_5- DeltaJobox_March Knaa 15.xls _1_2015.xls	ck_1-1-15.xlsx ladder_rack_pricing_ masterack_6-8-15.xl NLP_Liftgate_LIST_P 3-14.pdf sx rices_October_2014_
Weatherguard_truck Weatherguard_Van_ _1-1-15.xlsx 1-1-15.xlsx	
NIGP CODE:	06066
Terms:	NET 10 DAYS
Vendor Number:	W000000466 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

EMPIRE MACHINERY DBA: EMPIRE TRUCK & TRAILER, 840 N 43RD AVE., PHOENIX, AZ. 85009

COMPANY NAME:	EMPIRE SOUTHWEST, LLC
DOING BUSINESS AS (DBA) NAME:	EMPIRE TRUCK & TRAILER
MAILING ADDRESS:	840 N 43RD AVE., PHOENIX, AZ. 85009
REMIT TO ADDRESS:	840 N 43RD AVE., PHOENIX, AZ 85009
TELEPHONE NUMBER:	602-627-5726
FACSIMILE NUMBER:	602-627-5719
WEB SITE:	http://empire-tnt.com
REPRESENTATIVE NAME:	Sam Ferreri
REPRESENTATIVE TELEPHONE NUMBER:	602) 627-5726
REPRESENTATIVE E-MAIL:	sam.ferreri@empire-cat.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	V		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Labor Rates	Unit Price		
Labor Rate Contractor Facility	\$118.00		
Labor Rate County Facility	\$143.75		
Labor Rate for after hours/overtime (if different)	\$177.00		
Labor Rate for Field Service	\$143.75		
Labor Rate for Field Service Overtime	\$181.80		
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:		per mile	flat fuel charge
1.4 Business Hours			
1.5 Return Policy			
1.5.1 Time limitations	_		
1.5.2 Restocking charge (if any)	_		
1.6 Additional Services Offered:			
1.7 Warranty (define)			
1.8 Additional Participating Locations:			



NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000564 1
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

COMPANY NAME:	Empire Southwest, LLC
DOING BUSINESS AS (DBA) NAME:	Empire Machinery
MAILING ADDRESS:	1725 S. Country Club Dr., Mesa, AZ 85210
REMIT TO ADDRESS:	1725 S. Country Club Dr., Mesa, AZ 85210
TELEPHONE NUMBER:	480-633-4000
FACSIMILE NUMBER:	623-707-1799
WEB SITE:	www.empire-cat.com
REPRESENTATIVE NAME:	Mark Vander Giessen
REPRESENTATIVE TELEPHONE NUMBER:	602-639-0582
REPRESENTATIVE E-MAIL:	Mark.Vandergiessen@empire-cat.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		•	

Manufacturer	CURRENT PRICE LIST AT	PRICE COLUMN TO BE	DISCOUNT
	DATE OF ISSUE	USED	(% OFF)
CAT	See price file		0%
Massey Ferguson	See price file		0%

Labor Rates	Unit Price				Bidder Notes
Labor Rate Contractor Facility	\$109.50				
Labor Rate County Facility	\$143.75				
Labor Rate for after hours/overtime (if	\$143.75				Labor Rate for Contractor's
different)					Facility Overtime
Labor Rate for Field Service	\$143.75				
Labor Rate for Field Service Overtime	\$181.80				
1.3 Mileage - 1st 50 miles free or a	Hourly	per	Hourly	flat fuel	
onetime flat fuel charge:	Charge	mile	Charge	charge	
	only		only		
1.4 Business Hours	M - F: 6:00	am - 6:(00pm Sa	t 7:00am -	12:00pm
1.5 Return Policy					
1.5.1 Time limitations	_				
1.5.2 Restocking charge (if any)	_				
1.6 Additional Services Offered:	Service after hours				
	parts delivery				
1.7 Warranty (define)	standard 6 months				
1.8 Additional Participating Locations:					

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210



NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000564 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

FLEETPRIDE, 650 N. 99TH AVENUE, AVONDALE, AZ 85323

COMPANY NAME:	Fleetpride
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	650 N. 99th Avenue, Avondale, AZ 85323
REMIT TO ADDRESS:	PO Box 847118, Dallas, TX 75284-7118
TELEPHONE NUMBER:	623-907-1298
FACSIMILE NUMBER:	623-936-2223
WEB SITE:	wwwW.Fleetpride.com
REPRESENTATIVE NAME:	Bob Shoufler
REPRESENTATIVE TELEPHONE NUMBER:	623-907-1298
REPRESENTATIVE E-MAIL:	Bob.Shoufler@fleetpride.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	V		

Manufacturer	CURRENT PRICE LIST	PRICE COLUMN TO	DISCOUNT
	AT DATE OF ISSUE	BE USED	(% OFF)
Baldwin Filters	845	Jobber	67%
Eaton/Spicer	5330	List	55%
Fuller	892	List	50%
Euclid Air Brake Parts	5	List	55%
Red Dot A/C	3194	List	45%
Spicer Driveline	864	List	59%
Bendix Air New	716	List	55%
Bendix Air Reman	4625	List	53%
OTR Brake Drums	64	List	72%
OTR Brake Shoes	649	List	64%
Timken Bearings	485	List	73%
OTR Air Brake	114	List	50%
Prima Lighting	365	List	70%
National Seals	500	List	67%
Raybestos Hydraulic brake	2680	List	56%
American Forge Hydraulic Jacks	551	List	35%
Anco Wiper Blades	681	List	75%
Monroe Shocks	825	List	63%
OTR Suspension	219	List	50%
Atro Suspension	440	List	45%
Brass Air Fittings	175	List	62%
Steering Componants HD Steering Gears	7916	List	54%
DEF Fluid	7102	List	65%
Delco Starters & Alternators	211	List	66%
Chelsea PTO	2420	List	56%
Muncie PTO	2100	List	52%
Gunite Brake Drums	708	List	67%
Exide Batteries	45	List	64%

FLEETPRIDE, 650 N. 99TH AVENUE, AVONDALE, AZ 85323

Kaiser Kin Pins	275	List	54%
Phillips Electrical	15	List	65%
Muffler HD	158	List	64%
Exhaust HD	160	List	58%
OTR Brake Chambers	230	List	67%
Kidde Fire Extinguishers	305	List	60%
Meritor Air Brake Parts	2700	List	55%
Prima Electrical	12	List	50%
CRC Chemical	842	List	70%
Chrome	820	List	60%
Prima A/C	4360	List	40%
TT Clutch	288	List	65%
Permatex Chemical	2550	List	70%
Mud Flap Brackets	562	List	67%
Grote Lights	370	List	62%
Trucklite	380	List	68%
Stemco	140	List	66%
Air Bags	881	List	78%
Antifreeze	7100	List	62%
Gear Oil	7101	List	62%
Gates Belt & Hose	604	Jobber	17%
Gates Hydraulic	605	jobber	18%

Parts only - not offering shop service

1.3 Mileage - 1st 50 miles free or a	\$	per mile	\$	flat fuel charge		
onetime flat fuel charge:		-		_		
1.4 Business Hours	7 am - 6 pm Mon-Fri & 8 am - 12 pm Sat at Phoenix Black Canyon location					
	7 am - 5 pm Moi	n-Fri at Avoi	ndale and Mesa	a locations		
1.5 Return Policy	1. Fleetpride will accept returns for stocking numbers purchased from us at					
		no handling charge. Stock items returned should be in original packaging				
				items, due to the type of product		
	and shelf life, wi	and shelf life, will not be eligible for return if older than two(2) years.				
	2. Fleetpride w	ill accept re	turns for speci	al order parts but may include a		
				afactures policy. Freight cost		
	incurred for spec					
	3. Fleetpride will accept returns or stock clean-ups on parts not purchased					
	from Fleetpride on a case by case bases.					
1.5.1 Time limitations	Based on manufactures policy					
1.5.2 Restocking charge (if any)	up to 15%					
1.6 Additional Services Offered:	Full Bumper to I					
1.7 Warranty (define)				factures warranties for all of the		
				manufacturer, minimum 90 days,		
	but many are a y					
				valuates warranty considerations,		
		-	•	ranty. Due to our good standing		
		res, most wa	arrantees are c	completed and approved without		
	any questions.					
	3. Parts turned in for warranty consideration will be handled promtly by a					
	Fleetpride repres		1 1.1.7	1		
				he manufacture, a credit for the		
				nours. If a warranty is deemed		
	invalid or disallowed, Fleetpride will reconsider and evaluate with the					
	customer to reso	Ive the issue	•			

FLEETPRIDE, 650 N. 99TH AVENUE, AVONDALE, AZ 85323

1.8 Additional Participating	Fleetpride
Locations:	1801 N. Black Canyon Hwy.
	Phoenix AZ 85009
	602-258-8851
	Fleetpride
	535 West Iron Ave Suite 114
	Mesa AZ 85210
	480-834-5004



NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011002193 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

FREIGHTLINER OF AZ, 9899 W. ROOSEVELT ST., TOLLESON, AZ 85353

COMPANY NAME:	Freightliner of Arizona, LLC
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	9899 W. Roosevelt St., Tolleson, AZ 85353
REMIT TO ADDRESS:	Dept# 880097, PO Box 29650, Phoenix, AZ 85038-9650
TELEPHONE NUMBER:	623-907-9900
FACSIMILE NUMBER:	623-907-6401
WEB SITE:	www.fswaz.com
REPRESENTATIVE NAME:	Paige Flaherty
REPRESENTATIVE TELEPHONE NUMBER:	623-907-6688
REPRESENTATIVE E-MAIL:	pflaherty@fswaz.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (% OFF)	
	LIST AT DATE OF	COLUMN TO		
	ISSUE	BE USED		
Fleetguard	5/12/2015	See Attached	62% off List	
Cummins	<u>5/12/2015</u>	See Attached		Cost +10%
Caterpillar	<u>5/12/2015</u>	See Attached		Cost +10%
Vendor	<u>5/12/2015</u>	See Attached		Wholesale
Proprietary (Freightliner & Sterling)	5/12/2015	See Attached		Fleet

Labor Rates	Unit Price					
Labor Rate Contractor Facility	\$105.00					
Labor Rate County Facility	\$105.00					
Labor Rate for after hours/overtime	\$105.00					
(if different)						
Labor Rate for Field Service	\$105.00					
Labor Rate for Field Service	\$105.00					
Overtime						
1.3 Mileage - 1st 50 miles free or a	N/A	per mile	N/A	flat fuel charge		
onetime flat fuel charge:						
1.4 Business Hours	24 hours M - F, Close at Midnight Saturday, Sunday 7am - 6pm					
1.5 Return Policy	Must be in returnable or resellable condition					
1.5.1 Time limitations	<u>One year</u>					
1.5.2 Restocking charge (if any)	10% for non-stock parts					
1.6 Additional Services Offered:	Free delivery					
1.7 Warranty (define)	Based on published vendors policies					
1.8 Additional Participating	Freightliner of Arizona Chandler					
Locations:						
	Freightliner of Arizona Flagstaff					
	Freightliner of Arizona Tucson					

FREIGHTLINER OF AZ, 9899 W. ROOSEVELT ST., TOLLESON, AZ 85353



NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011006033 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

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

COMPANY NAME:	Kenz & Leslie of Arizona
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	PO BOX 1066, Arvada, CO 80001
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	800-342-5445
FACSIMILE NUMBER:	303-432-2190
WEB SITE:	www.kenzandleslie.com
REPRESENTATIVE NAME:	Will Rasmussen
REPRESENTATIVE TELEPHONE NUMBER:	623-516-0822
REPRESENTATIVE E-MAIL:	Will.rasmussen@kenzandleslie.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	•		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

	CURRENT PRICE	PRICE	DISCOUNT	
	LIST AT DATE	COLUMN	(% OFF)	
	OF ISSUE	TO BE		
		USED		
Manufacturer				
BG Pf5un Transmission Fluid Exchange Machine	\$1,500.00			
BG 003020 Cleaner and Conditioner Kit	\$18.70			
BG 31453 Full Syn Atf 53gl. Drum	\$1,370.10			
BG CT6 Cooling System Flush Machine	\$4,500.00		50%	\$2,250.00
BG 005068 Cleaner and Conditiner Kit	\$16.95			
BG 58953 Universal Coolant 53gl.	\$1,208.40			
BG937 Power Steering Fluid Exchange Machine	\$1,991.00		50%	\$995.50
BG003050 Cleaner and BG P/S Fluid	\$30.75			
BG 9290-200 Gasoline Injecta-Flush Apparatus	\$408.00		50%	\$204.00
BG Fuel Injector Fitting Set	\$250.00		50%	\$125.00
BG 9245SJ Air Induction Service Tool	\$96.80		50%	\$48.40
BG 002089 Complete Fuel Induction Service Kit	\$45.45			
BG 9700-550 Diesel Injection Tool	\$833.80		50%	\$416.90
BG 9700-200 Heavy Duty Diesel injection Fitting				
Set	\$825.00		50%	\$412.50
BG 002312 Diesel Injection Service Kit	\$62.25			
BG 938 Drive Line Service Tool	\$2,470.60		50%	\$1,235.30
BG 75216 75W140 Full Syn. Gear Oil 16gl Drum	\$890.45			

SERIAL 15021-C

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

1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$ 0.00	per mile	\$ 0.00	flat fuel charge
1.4 Business Hours	8am to 5 pm	Mon. to Fri		
1.5 Return Policy	100% Satisfaction Guarantee			
1.5.1 Time limitations	None			
1.5.2 Restocking charge (if any)	None			
1.6 Additional Services Offered:	Training			
1.7 Warranty (define)	Equipment lifetime as long as BG Products are used.			
1.8 Additional Participating Locations:	all Equipment Services Locations			
	NONE			

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	W000006898 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

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

COMPANY NAME:	LUBRICATION EQUIPME	NT and S	UPPLY (COMPANY
DOING BUSINESS AS (DBA) NAME:				
MAILING ADDRESS:	3526 E. BROADWAY RD., I	PHOENIX	K, ARIZO	NA 85040
REMIT TO ADDRESS:	SAME			
TELEPHONE NUMBER:	602-437-1245			
FACSIMILE NUMBER:	602-437-8862			
WEB SITE:	WWW.LUBEQUIP.COM			
REPRESENTATIVE NAME:	DANIEL WEBSTER			
REPRESENTATIVE TELEPHONE NUMBER:	602-820-4887			
REPRESENTATIVE E-MAIL:	DWEBSTER@LUBEQUIP.	СОМ		
		YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:				
WILL ACCEPT PROCUREMENT CARD FOR PAYME	ENT:	•		

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (%
	LIST AT DATE OF	COLUMN TO	OFF)
	ISSUE	BE USED	
ALEMITE	2013	А	10
		K	20
		М	LIST
		Р	20
		R	20
		S	10
DIXON	2014	ALL	50
ENERPAC	2015	ALL	15
FILL-RITE	2015	ALL	15
GRACO	2015	А	10
		В	10
		С	10
		D	15
		Е	20
		J	10
		М	20
		X	10
LINCOLN	2015	KS-G1	30
MOBILE LUBE SYSTEM	2015	ALL	LIST
INSTALLATIONS			
OPW	2015	ALL	15
PARKER HOSE AND FITTINGS	2015	ALL	70
WIGGINS	2015	ALL	12
<u>RENTAL LIFT EQUIPMENT</u>	NONE	\$350.00 PER DAY	
<u>PER DAY INCLUDING DELIVERY</u> <u>AND</u>			

PICKUP FROM SITE CHARGES.		
---------------------------	--	--

Г

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

Labor Rates	Unit Price				
Labor Rate Contractor Facility		\$72.00			
Labor Rate County Facility	\$83.00				
Labor Rate for after hours/overtime (if	\$99.00				
different)					
Labor Rate for Field Service	\$83.00				
Labor Rate for Field Service Overtime	\$99.00				
1.3 Mileage - 1st 50 miles free or a	\$1.00	per mile		flat fuel	
onetime flat fuel charge:		-		charge	
1.4 Business Hours	8am-5pm	•		Field Service	
				24/7	
1.5 Return Policy	Must be OK'ed by Account Manager				
1.5.1 Time limitations	<u>30 days</u>	<u>30 days</u>			
1.5.2 Restocking charge (if any)	25%				
1.6 Additional Services Offered:	Field Servio	Field Service, On-Site Training, Site Audits			
	Lube System Installations				
1.7 Warranty (define)	1 Year Manufacturer				
1.8 Additional Participating Locations:	Hose Advantage Store 3518 E. Broadway Rd. Phoenix, Arizona				
	85040				
	Hose Advantage Store 835 N. 43rd Ave. Phoenix, Arizona 85009				
	Hose Advantage Store 320 E. Baseline Rd. Mesa, Arizona 85210				

NIGP CODE:	06066
Terms:	Net 30 Days
Vendor Number:	W000017031 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

NORWOOD EQUIPMENT, INC., 511 E MOHAVE, PHOENIX, AZ 85004

COMPANY NAME:	Norwood Equipment Inc.
DOING BUSINESS AS (DBA) NAME:	Norwood Equipment Inc.
MAILING ADDRESS:	511 E Mohave, Phoenix, AZ 85004
REMIT TO ADDRESS:	2422 S 22nd Ave., Phoenix, AZ 95009
TELEPHONE NUMBER:	602-254-0644
FACSIMILE NUMBER:	602-253-4100
WEB SITE:	www.norwoodequipment.com
REPRESENTATIVE NAME:	Ron Larsen
REPRESENTATIVE TELEPHONE NUMBER:	602-417-2285
REPRESENTATIVE E-MAIL:	ron.larsen@norwoodequipment.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	V		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		V	

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Elgin Sweeper	Mar. 2014	List	12%
Areo Tarp	<u>2014 April</u>	List	0
Pull Tarp	<u>2010 Aug</u>	List	0
Poll-Rite Tarp	<u>2014 April</u>	List	0
Muncie Power	2014 April	List	20

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$90.00			
Labor Rate County Facility	\$90.00			
Labor Rate for after hours/overtime (if	\$135.00			
different)				
Labor Rate for Field Service	\$135.00			
Labor Rate for Field Service Overtime	\$150.00			
1.3 Mileage - 1st 50 miles free or a		per mile	\$100.00	flat fuel charge
onetime flat fuel charge:				
1.4 Business Hours	7:00am - 4:	30pm M-F		
1.5 Return Policy	New Unuse	d		
1.5.1 Time limitations	<u>30 Days</u>			
1.5.2 Restocking charge (if any)		<u>20</u>	<u>%</u>	
1.6 Additional Services Offered:				
1.7 Warranty (define)	90 Days			
1.8 Additional Participating Locations:				

NORWOOD EQUIPMENT, INC., 511 E MOHAVE, PHOENIX, AZ 85004

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	W000004438 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

PTO SALES, 1646 E UNIVERSITY DR, PHOENIX, AZ 85034

COMPANY NAME:	PTO Sales
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	1646 E. University Drive, Phoenix, AZ 85034
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-307-5964
FACSIMILE NUMBER:	602-252-9390
WEB SITE:	www.truckpro.com
REPRESENTATIVE NAME:	Frank Schmidt
REPRESENTATIVE TELEPHONE NUMBER:	714-690-4980
REPRESENTATIVE E-MAIL:	Frank.schmidt@truckpro.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	\checkmark		

Manufacturer	CURRE	PRICE	DISCOUNT	
	NT	COLUM	(% OFF)	
	PRICE	N TO BE		
	LIST AT	USED		
	DATE			
	OF			
	ISSUE			
Chelsea Pto and Parts	4/28/2015	List	56%	
Permco Hydraulic Pumps	4/28/2015	List	53%	
Dayton Suspension and wheel end parts	4/28/2015	List	See side note	Product code AB 35%/Product code SU 52%/ Product code SP 42%
Product codes AB-SU-SP/Dayton	4/28/2015	List	See side note	
Rockwell	4/28/2015	List	50%	
Eaton	4/28/2015	List	45%	
Walker Exhaust	4/28/2015	List	7%	
Spicer Driveline	4/28/2015	List	66%	
Wilson starters and alternators	4/28/2015	List	30.50%	
Delco starters and alternators	4/28/2015	List	29%	
ASC water pumps	4/28/2015	List	22%	
ToolWeb handtools and shop equipment	4/28/2015	List	49.50%	
Fuller	4/28/2015	List	45%	
Firestone Airbags	4/28/2015	List	47.00%	
Webb Drums	4/28/2015	List	56.80%	
MEI A/C parts	4/28/2015	List	22%	
Haldex	4/28/2015	List	35.50%	
Bendix	4/28/2015	List	45%	
National Seal	4/28/2015	List	8.00%	
Stemco Seals and hubcaps	4/28/2015	List	32%	
Kaiser Kingpins	4/28/2015	List	46.40%	
Gaff bushings	4/28/2015	List	47.00%	
Techtran	4/28/2015	List	37%	

US Tarp	4/28/2015	List	34%	
---------	-----------	------	-----	--

PTO SALES, 1646 E UNIVERSITY DR, PHOENIX, AZ 85034

Buyers Products	4/28/2015	List	42%	
Grote Lighting	4/28/2015	List	45.00%	
Optronics Lighting	4/28/2015	List	40.60%	
Trucklite Lighting	4/28/2015	List	66%	
Armada Brake shoes	4/28/2015	List	46%	

Labor Rates	Unit Price			Bidder Notes	
Labor Rate Contractor Facility				Pricing files and all required paperwork.	
Labor Rate County Facility	\$72.50				Allison Transmission pricing
Labor Rate for after hours/overtime (if different)	\$108.75				
Labor Rate for Field Service	\$72.50				
Labor Rate for Field Service Overtime	\$108.75				
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	Free Per mile 0 flat fuel charge				
1.4 Business Hours	M-F 7am-5pm				
1.5 Return Policy	New saleable condition				
1.5.1 Time limitations	180 days				
1.5.2 Restocking charge (if any)	Special orders may appy in some cases/Never on stocking items				
1.6 Additional Services Offered:					
1.7 Warranty (define)	1 year M	Iaterial and	l Workmans	ship	
1.8 Additional Participating Locations:					



Chelsea.xlsx

X

Grote.xlsx

X

and units.xlsx

TruckLite -

LP-LIT-040114.xls.xls

ж



Rockwel gear parts Spicer Driveline.xlsx



ASC water pumps.xlsx



х

Dayton full line price file.xlsx

X

Haldex.xlsx

X



MEI AC.xlsx



Stemco Gaff Kaiser.xlsx



US Tarp 2015.xlsx Walker.xlsx

X National.xlsx

X

Bendex - JB BDX

010115f.xls

Eaton.xlsx



Stemco.xlsx



Webb Drums.xlsx



X Optronics.xlsx

Firestone.xlsx

Bendix.xlsx









Buyers.xls

Fuller.xlsx

Permco.xlsx







PTO SALES, 1646 E UNIVERSITY DR, PHOENIX, AZ 85034

Contract Period:	To cover the period ending July 31, 2016.
Certificates of Insurance	Required
Vendor Number:	W000016995 X
Terms:	Net 30
NIGP CODE:	06066

QUALITY VANS & SPECIALTY VEHICLES, J.A.R CAPITAL GROUP, INC., 1865 S INDIAN BEND RD., TEMPE, AZ 85281

COMPANY NAME:	J.A.R. Captial Group, INC
DOING BUSINESS AS (DBA) NAME:	Quality Vans & Specialty Vehicles
MAILING ADDRESS:	1865 S Indian Bend Rd., Tempe, AZ 85281
REMIT TO ADDRESS:	1865 S Indian Bend Rd., Tempe, AZ 85281
TELEPHONE NUMBER:	480-464-7007
FACSIMILE NUMBER:	480-464-5999
WEB SITE:	www.qualityvans.com
REPRESENTATIVE NAME:	Dave Rabuck
REPRESENTATIVE TELEPHONE NUMBER:	480-464-7007
REPRESENTATIVE E-MAIL:	dave@qualityvans.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:		~	

Manufacturer	CURRENT PRICE LIST	PRICE COLUMN TO	DISCOUNT	
	AT DATE OF ISSUE	BE USED	(% OFF)	
Braun Wheelchair lift parts			15%	retail
Ricon Wheelchair parts	_		15%	retail
Pro Aire a/c units	_		10%	retail
HWH Jacks	_		10%	retail
Onan generaotrs			10%	retail
Big foot jacks	_		5%	retail
Coleman a/c units			10%	retail
Dometic a/c units	_		10%	retail
Owens running boards			10%	retail
Ranger design van products	_		10%	retail

Labor Rates	Unit Pric	e	
Labor Rate Contractor Facility	\$95.00		
1.3 Mileage - 1st 50 miles free or a onetime flat	n/a	per mile	flat fuel charge
fuel charge:			
1.4 Business Hours	8-4 M-F		
1.5 Return Policy	yes		
1.5.1 Time limitations	<u>10 days</u>		
1.5.2 Restocking charge (if any)	on specia	<u>ll orders</u>	
1.6 Additional Services Offered:			
1.7 Warranty (define)	manufact	tures stated	
1.8 Additional Participating Locations:			

QUALITY VANS & SPECIALTY VEHICLES, J.A.R CAPITAL GROUP, INC., 1865 S INDIAN BEND RD., TEMPE, AZ 85281

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	W000000365 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

RDO EQUIPMENT, 2649 N. 29TH AVE., PHOENIX, AZ 85009

COMPANY NAME:	RDO Equipment Co.
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	2649 N. 29th Ave., Phoenix, AZ 85009
REMIT TO ADDRESS:	RDO TRUST #80-5800 PO Box 7160, Fargo, N.D. 58106-7160
TELEPHONE NUMBER:	602-415-4700
FACSIMILE NUMBER:	602-233-0383
WEB SITE:	www.rdoequipment.com
REPRESENTATIVE NAME:	Jim Kleppe
REPRESENTATIVE TELEPHONE NUMBER:	602-415-4715
REPRESENTATIVE E-MAIL:	jkleppe@rdoequipment.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	V		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
JOHN DEERE YELLOW	5/1/2015	www.jdparts.com	
JOHN DEERE GREEN	5/1/2015	www.jdparts.com	
BROCE	4/29/2015	Price (C & G)	

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$113.00			
Labor Rate County Facility	\$143.00			
Labor Rate for after hours/overtime (if	\$143.00			
different)				
Labor Rate for Field Service	\$150.00			
Labor Rate for Field Service Overtime	\$150.00			
1.3 Mileage - 1st 50 miles free or a		per mile	\$150.00	flat fuel charge
onetime flat fuel charge:				
1.4 Business Hours	6:00 a.m 5:0	00 p.m.		
1.5 Return Policy	Restock charg	e on non stock i	tems-must be no	ew in original package
1.5.1 Time limitations	<u>90 Days</u>			
1.5.2 Restocking charge (if any)	<u>15%</u>			
1.6 Additional Services Offered:				
1.7 Warranty (define)				
1.8 Additional Participating Locations:				



RDO EQUIPMENT, 2649 N. 29TH AVE., PHOENIX, AZ 85009

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011001505 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

RWC INTERNATIONAL, 600 N 75TH AVE ., PHOENIX, AZ 85043

COMPANY NAME:	RWC International LTD
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	600 N 75th Ave ., Phoenix, AZ 85043
REMIT TO ADDRESS:	600 N 75th Ave., Phoenix, AZ 85043
TELEPHONE NUMBER:	602-307-1042
FACSIMILE NUMBER:	602-307-1051
WEB SITE:	www.rwcinternational.com
REPRESENTATIVE NAME:	Mary Wilson
REPRESENTATIVE TELEPHONE NUMBER:	602-307-1042
REPRESENTATIVE E-MAIL:	mwilson@rwcinternational.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (% OFF)
	LIST AT DATE OF	COLUMN TO	
	ISSUE	BE USED	
International	5/7/2015	List	Discounts are calculated into
			manufacturers price catalog
Cummins Diesel Engine	5/7/2015	List	-31%
Caterpillar	5/7/2015	List	-22%
Freightliner	5/7/2015	List	-4%
Maxon Lifts	5/7/2015	List	-28%
Pull Tarp	5/7/2015	List	-15%
Thomas Buses	5/7/2015	List	-4%
Blue Bird Busses	5/7/2015	List	0%
Scorpion Attenuator	5/7/2015	List	-10
Mack/Volvo	5/7/2015	List	0%
Ricon Wheel Chair lifts	5/7/2015	List	-54%
Fleetguard Filters	5/7/2015	List	-62%
Fleetguard Fluid	5/7/2015	List	-62%
Gray Jack	5/7/2015	List	-22
Carrier A/C	5/7/2015	List	-48%
Chassis/Suspensions	5/7/2015	List	-43%
Braun Wheelchair lifts	5/7/2015	List	-22%
Brake Components	5/7/2015	List	-28%
Spicer Driveline	5/7/2015	List	-60%
Peterbuilt	5/7/2015	List	0%
Windshield wipers	5/7/2015	List	-22%
DEF Fluid	5/7/2015	List	-22%
Washer Fluid	5/7/2015	List	-22%
AC Delco Alternators/Starters	5/7/2015	List	-22%
Waltco gate	5/7/2015	List	-29%
Tommy gate	5/7/2015	List	-50%

RWC INTERNATIONAL, 600 N 75TH AVE ., PHOENIX, AZ 85043

Meritor Brakes shoes and Drums	5/7/2015	List	-55%
Clutch kits spicer	5/7/2015	List	-22%
Flywheel	5/7/2015	List	0%
Bendix all parts	5/7/2015	List	-54%
Fleetrite	5/7/2015	List	-55%
brake/drums/claipers/rotors/slack			
adj			
Stemco Slack Adjusters	5/7/2015	List	-55%
Gunite drums & slack ajusters	5/7/2015	List	-66%
Seals and Gasgets	5/7/2015	List	-67%
Timken Bearing	5/7/2015	List	-66%
Kit Master Fan Clutch	5/7/2015	List	-22%
Roll-Rite Tarp	5/7/2015	List	-20%
Mudflap and Mudflap brackets	5/7/2015	List	-41%
Stemco Wheel Seals/ hub caps	5/7/2015	List	-46%
Easton/Spicer	5/7/2015	List	-46%
Fuller	5/7/2015	List	-51%
Red Dot	5/7/2015	List	-46%
Bear/Elgin Broom	5/7/2015	List	-15%
Ford New Holland (up time parts)	5/7/2015	List	-12%
Thermo King	5/7/2015	List	0%

Labor Rates	Unit Price				Bidder Notes
Labor Rate Contractor Facility	\$94.50				All service work
					done at any of the
					locations in AZ.
Labor Rate County Facility	\$65.00				All bodyshop
					services in AZ.
Labor Rate for after hours/overtime (if	\$141.75				
different)					
Labor Rate for Field Service	\$110.00				
Labor Rate for Field Service Overtime	\$125.00				
1.3 Mileage - 1st 50 miles free or a	\$0.00	per mile	\$50.00	flat fuel charge	
onetime flat fuel charge:		-			
1.4 Business Hours	Monday T	o Friday 7:0	0am to Midr	night/ Saturday	
	7:00am to	3:30pm			
1.5 Return Policy	Per Mfg. d	lefinition (se	e file)		
1.5.1 Time limitations	_				
1.5.2 Restocking charge (if any)	15% on Sp	ecial ordere	d <u>parts</u>		
1.6 Additional Services Offered:	Bodyshop,	Serice, Alig	gnment		
1.7 Warranty (define)	Parts: 12m	onths			
1.8 Additional Participating	2202 S. Central Ave Phoenix, AZ 602-254-9245				
Locations:	85004				
	3220 E. Irv	vington Rd. '	Tucson, AZ	520-746-1600	
	85714	-			
	3901 E. H	untington Dr	: Flagstaff, A	AZ 928-522-7035	
	86004				

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011001404 0
Certificates of Insurance	Required

Contract Period:

To cover the period ending July 31, 2016.

SANDERSON FORD, 6400 N 51 AVE., GLENDALE, AZ 85301

COMPANY NAME:	SANDERSON FORD			
DOING BUSINESS AS (DBA) NAME:				
MAILING ADDRESS:	6400 N 51 AVE., GLENDA	LE, AZ 8	5301	
REMIT TO ADDRESS:	SAME			
TELEPHONE NUMBER:	623-842-8762			
FACSIMILE NUMBER:	623-842-8637			
WEB SITE:	WWW.SANDERSONFOR	RD.COM		
REPRESENTATIVE NAME:	DAVE BEARD			
REPRESENTATIVE TELEPHONE NUMBER:	623-842-8762			
REPRESENTATIVE E-MAIL:	DBEARD@SANDERSON	FORD.C	ОМ	
	-	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:		V		
WILL ACCEPT PROCUREMENT CARD FOR PAYMEN	Т:	•		

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Manufacturer			
FORD MTR CO			10%
CATERPILLAR			10%
CUMMINS			10%
MOTORCRAFT			10%

Labor Rates	Unit Pric	e		
Labor Rate Contractor Facility	\$63.50			
Labor Rate County Facility	\$75.00			
Labor Rate for after hours/overtime (if different)	\$75.00			
Labor Rate for Field Service	\$75.00			
Labor Rate for Field Service Overtime	\$75.00			
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$ N/A	per mile	\$ N/A	flat fuel charge
1.4 Business Hours	7:30 AN	/I - 6:00PM		
1.5 Return Policy	NO RES	STRICTIONS	5	
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	NONE			
1.6 Additional Services Offered:	Blue Diamond all make/ all brand heavy truck parts for class 7 & 8 trucks at cost +10%			
1.7 Warranty (define)	Ford Warranty = 2 year/ unlimited miles all other oem warranty at 12months, 12000 miles.			
1.8 Additional Participating Locations:	NONE			

SERIAL 15021-C

SANDERSON FORD, 6400 N 51 AVE., GLENDALE, AZ 85301

NIGP CODE:	06066
Terms:	30 DAYS
Vendor Number:	2011001026 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

SIMPSON TOOLBOX, 2440 WEST MCDOWELL ROAD, PHOENIX, ARIZONA 85009

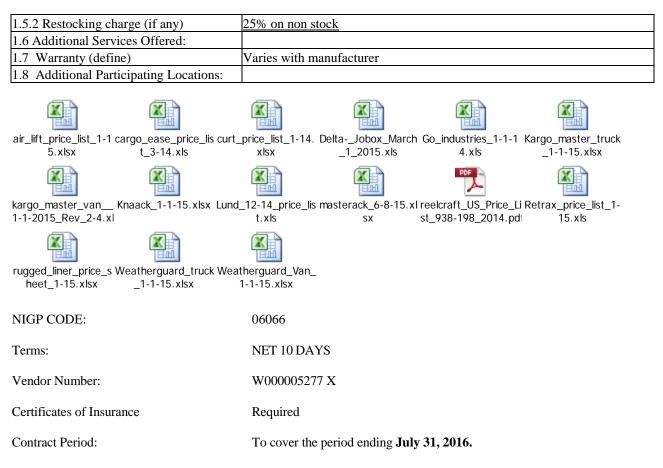
COMPANY NAME:	Simpson Toolbox
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	2440 West Mcdowell Road, Phoenix, Arizona 85009
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-269-5769
FACSIMILE NUMBER:	602-352-0042
WEB SITE:	www.simpsontoolbox.com
REPRESENTATIVE NAME:	Bob Brewer
REPRESENTATIVE TELEPHONE NUMBER:	602-269-5769
REPRESENTATIVE E-MAIL:	info@simpsontoolbox.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			0
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:			

Manufacturer	CURRENT PRICE	PRICE	DISCOUNT (%
	LIST AT DATE OF	COLUMN TO	OFF)
	ISSUE	BE USED	
Airlift	1/1/2015	List	5
Cargo Ease	3/1/2014	List	0
Curt Hitches	1/1/2014	List	20
Delta Toolboxes	3/1/2015	List	50
Go Industries	1/1/2014	List	5
Kargo Master	1/1/2015	List	0
Knaack	1/1/2015	List	15
Lund	12/1/2014	List	10
Masterack	6/8/2015	List	0
Reelcraft	2014	List	0
Retrax	1/1/2015	List	0
Rugged liner	1-Jan	List	15
Weatherguard	1/1/2015	List	15

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$78.00			
Labor Rate County Facility	\$138.00			
Labor Rate for after hours/overtime (if	\$191.00			
different)				
Labor Rate for Field Service	\$191.00			
Labor Rate for Field Service Overtime	\$280.00			
1.3 Mileage - 1st 50 miles free or a		per mile	flat fuel charge	
onetime flat fuel charge:				
1.4 Business Hours	8-5 Monday-Friday			
1.5 Return Policy	Up to 3% of annual purchases on stocking purchases			
1.5.1 Time limitations	<u>30 days</u>			

SIMPSON TOOLBOX, 2440 WEST MCDOWELL ROAD, PHOENIX, ARIZONA 85009



SOUTHWEST DIESEL & ELECTRICAL CORP., 1830 N 27TH AVENUE, PHOENIX, ARIZONA 85009-2614

COMPANY NAME:	Southwest Diesel & Electrical Corp.
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	1830 N 27th Avenue, Phoenix, Arizona 85009-2614
REMIT TO ADDRESS:	1830 N 27th Avenue, Phoenix, Arizona 85009-2614
TELEPHONE NUMBER:	602-269-2471
FACSIMILE NUMBER:	602-233-1017
WEB SITE:	www.swdiesel.com
REPRESENTATIVE NAME:	Susan Pardo
REPRESENTATIVE TELEPHONE NUMBER:	602-269-2471
REPRESENTATIVE E-MAIL:	swd@swdiesel.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	V		N/A
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

Manufacturer	CURRENT PRICE LIST	PRICE COLUMN	DISCOUNT
	AT DATE OF ISSUE	TO BE USED	(% OFF)
Alliant Power	1/5/2015	Jobber	0
American Bosch	<u>12/13/2015</u>	List	30
Blue Chem	4/21/2015	Fleet	0
Caterpillar	<u>5/1/2015</u>	List	0
Delphi	2/16/2015	List	30
Cummins	<u>5/1/2015</u>	Fleet	0
Zexel	1/3/2011	List	30
Dorman	7/7/2014	Jobber	0
FASS	7/2/2014	Fleet	0
Hitachi	9/24/2013	Jobber	0
Leece Neville	1/27/2015	Jobber	0
Mitsubishi	4/28/2015	Jobber	0
Denso Diesel	9/9/2009	List	30
Denso Electrical	6/3/2014	Jobber	0
Pro Diesel	7/20/2012	Jobber	0
Powerzone	3/15/2015	List	25
Bosch Diesel	2/10/2015	List	30
Bosch Electrical	1/1/2014	Jobber	0
Bosch Tools	9/9/2011	By Quote	0
Bosch Batteries	4/14/2015	Jobber	0
Stanadyne	1/5/2015	List	30
Uptime	3/3/2015	Jobber	0
Wilson	<u>10/1/2010</u>	Jobber	0
Yanmar	2/5/2015	List	30
Holset Turbochargers	3/6/2015	Fleet	0
Garrett Turbochargers	3/6/2015	Fleet	0
Borg-Warner Turbochargers	3/6/2015	Fleet	0

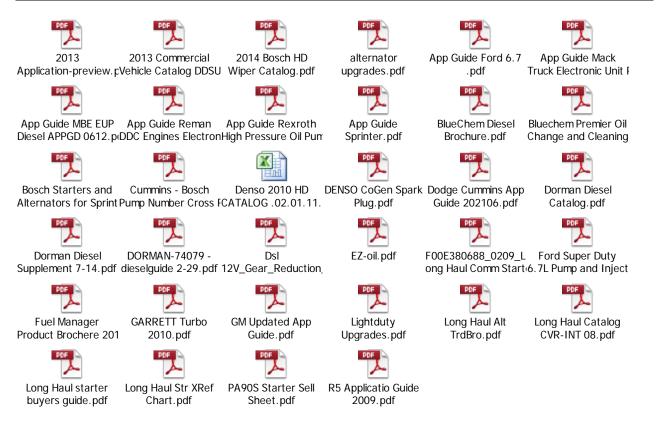
SOUTHWEST DIESEL & ELECTRICAL CORP., 1830 N 27TH AVENUE, PHOENIX, ARIZONA 85009-2614

Rotomaster Turbochargers	4/1/2015	Fleet	0
All Turbocharger pricing is in price file labeled	"Turbo".		

Labor Rates	Unit Price			
Labor Rate Contractor Facility	\$91.00			
Labor Rate for after hours/overtime (if	\$136.50			
different)				
1.3 Mileage - 1st 50 miles free or a	No Charge	per mile	No Charge	flat fuel charge
onetime flat fuel charge:				
1.4 Business Hours	7:00AM - 5:30PM			
1.5 Return Policy	No Restocking Charge on Stocked Items - 20% Restocking on Special			
	Order Items			
1.5.1 Time limitations	30 Days on Special	Order Items		
1.5.2 Restocking charge (if any)	20% on Special Ord	er Items Only	1	
1.6 Additional Services Offered:	Remanufacturing of	Diesel Fuel I	njection System C	Components
	Remanufacturing of Common Rail Injectors - Southwest Diesel is the			
	only Bosch Authorized Remanufactuer in Arizona			
1.7 Warranty (define)	One Year Warranty	- Parts & Lab	oor	
1.8 Additional Participating Locations:				

Southwest Diesel & Electrical Corp. will perform repairs for on-road vehicles through Class 8 and on all off-road vehicles and equipment.

Southwest Diesel & Electrical Corp. will deliver to all locations and will also do "hot shot" deliveries. Southwest Diesel & Electrical Corp. will give employee discounts. Pricing to employees will be the same as bid pricing.



SOUTHWEST DIESEL & ELECTRICAL CORP., 1830 N 27TH AVENUE, PHOENIX, ARIZONA 85009-2614

NIGP CODE:	06066
Terms:	NET 10 DAYS
Vendor Number:	W000001203 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

SOUTHWESTERN SUPPLY COMPANY, INC., 24050 SOUTH 124TH STREET, CHANDLER, AZ 85249

COMPANY NAME:	Southwestern Supply Company, Inc.
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	24050 South 124th Street, Chandler, AZ 85249
REMIT TO ADDRESS:	24050 South 124th Street, Chandler, AZ 85249
TELEPHONE NUMBER:	480-636-3000
FACSIMILE NUMBER:	480-636-3001
WEB SITE:	m3service.com
REPRESENTATIVE NAME:	David Douglas
REPRESENTATIVE TELEPHONE NUMBER:	480-296-3201
REPRESENTATIVE E-MAIL:	david@m3service.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:			
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

2% 30 DAYS NET 31 DAYS

Manufacturer	CURRENT PRICE	PRICE COLUMN TO BE	DISCOUNT
	LIST AT DATE OF	USED	(% OFF)
	ISSUE		
PN's 10000-10699	5/8/2015	List Price	80
PN's 20000-21399	5/8/2015	List Price	85
PN's 22000-24399	5/8/2015	List Price	88
PN's 27000-27100	5/8/2015	List Price	80
PN's 29800-29999	5/8/2015	List Price	85
PN's 40000-40399	5/8/2015	List Price	80
PN's 41400-41599	5/8/2015	List Price	88
PN's 41600-41699	5/8/2015	List Price	80
PN's 42400-43399	5/8/2015	List Price	70
PN's 77700-78199	5/8/2015	List Price	85
PN's 78200-78899	5/8/2015	List Price	80
PN's 80000-88599	5/8/2015	List Price	80
PN's 89000-89999	5/8/2015	List Price	85

1.3 Mileage - 1st 50 miles free or a		per		flat fuel	
onetime flat fuel charge:		mile		charge	
1.4 Business Hours	M-F7AM	[-4:30PM	Sat will call		
1.5 Return Policy	100% Sea	led Pack	age; 50% oper	n package	
1.5.1 Time limitations	none				
1.5.2 Restocking charge (if any)	None				
1.6 Additional Services Offered:	Bin Servio	ce, Servio	e Call, expert	ise	
1.7 Warranty (define)	Satisfactio	on Guara	ntee		
1.8 Additional Participating Locations:					

SOUTHWESTERN SUPPLY COMPANY, INC., 24050 SOUTH 124TH STREET, CHANDLER, AZ 85249

NIGP CODE:	06066
Terms:	2% 30 DAYS NET 31 DAYS
Vendor Number:	W000003432 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

STOTZ EQUIPMENT, 11111 W. MCDOWELL RD., AVONDALE, AZ. 85392

COMPANY NAME:	Stotz Equipment
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	11111 W. Mcdowell rd., Avondale, AZ. 85392
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	6239367131
FACSIMILE NUMBER:	6239362089
WEB SITE:	www.stotzequipment.com
REPRESENTATIVE NAME:	Philip Occhipinti
REPRESENTATIVE TELEPHONE NUMBER:	6239362075
REPRESENTATIVE E-MAIL:	pocchipinti@stotzeq.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	7		
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	•		

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Deere	Price on our website		0%

Labor Rates	Unit Price	
Labor Rate Contractor Facility	\$119.95	
Labor Rate County Facility	\$144.95	
Labor Rate for after hours/overtime (if different)	\$173.92	
Labor Rate for Field Service	\$144.95	
Labor Rate for Field Service Overtime	\$210.18	
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	per mile flat fuel charge	
1.4 Business Hours	Mon-Fri 7:00am to 5:00pm Sat. 8:00am to	
	12:00pm Sun. closed	
1.5 Return Policy	30 day parts return. Restocking fee may apply	
1.5.1 Time limitations	_	
1.5.2 Restocking charge (if any)	<u>25%</u>	
1.6 Additional Services Offered:		
1.7 Warranty (define)	90 day parts warranty	
1.8 Additional Participating Locations:		

06066
NET 30 DAYS
2011004488 0
Required
To cover the period ending July 31, 2016.

TITAN MACHINERY, 1411 N 27th Avenue, Phoenix, Arizona 85009

COMPANY NAME:	Titan Machinery Inc
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	1411 N 27th Avenue, Phoenix, Arizona 85009
REMIT TO ADDRESS:	Same
TELEPHONE NUMBER:	602-269-3221
FACSIMILE NUMBER:	602-233-9371
WEB SITE:	www.titanmachinery.com
REPRESENTATIVE NAME:	Dennis Faust Stephen Brusso, Randy Waymire Kevin Smith
REPRESENTATIVE TELEPHONE NUMBER:	602 550 5796 602 228 645 4 602-622-4070
REPRESENTATIVE E-MAIL:	dennis.faust@titanmachinery.com
	Steve.Brusso@titanmachinery.com
	randy.waymire@titanmachinery.com
	kevin.smith@titanmachinery.com
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO THIS CONTRACT:	O PURCHASE FROM
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT	Г:

Manufacturer	CURRENT PRICE LIST AT	PRICE COLUMN	DISCOUNT (%
	DATE OF ISSUE	TO BE USED	OFF)
CASE	6/23/2015		0%
BOMAG			0%
WACKER NEUSON			0%

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$110.00
Labor Rate County Facility	\$120.00
Labor Rate for after hours/overtime (if different)	\$130.00
Labor Rate for Field Service	\$120.00
Labor Rate for Field Service Overtime	\$140.00
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	per mile flat fuel charge
1.4 Business Hours	
1.5 Return Policy	
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	
1.6 Additional Services Offered:	
1.7 Warranty (define)	
1.8 Additional Participating Locations:	

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011002970 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending July 31, 2016.

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

1.0 **INTENT:**

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ¹/₂ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, 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 **TECHNICAL REQUIREMENTS**:

- 2.1.1 AUTHORIZED SERVICE FACILITIES:
 - 2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
 - 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
 - 2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.
 - 2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET
		PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE
		BROOM/SWEEPERS
TENNANT SWEEPERS	JCB	RACK & PINION
	BACKHOE'S/LOADERS	
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE

		BOARDS
ATV'S	VERMEER-WOOD	MORBARK BRUSH
POLARIS/HONDA/YAMAHA	CHIPPERS	CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
РТО	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR	MASSEY'S FUEL TANK
	LIFTS	INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL	DELTA TOOL BOXES
	BOXES	
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX'S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR –	PRESSURE WASHERS	COATS -TIRE MACHINES
ONAN/KOHLER		
INGERSOLL-RAND-AIR	HYDRAULIC JACKS	DEF FLUID
COMPRESSORS		
CARGO VAN EQUIPMENT-	AIR/OIL/WATER/FITTINGS-	ALTERNATORS/STARTERS
SHELVING/PARTITIONS/LADDER	HOSES REELS	
RACKS/BINS		

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 **PURCHASING REQUIREMENTS:**

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor's facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours
- 3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.
- 3.1.2 After hours/overtime service must be approved prior to providing the service.

- 3.1.3 Service truck(s) fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the job include the type of equipment that may be required (i.e. rental equipment) on attachment A.
- 3.1.4 Duplicate charges the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

- 3.2.1 Labor rate the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 3.2.2 Afterhours labor rate services render after normal business hours.
- 3.2.3 Field service call rate (if applicable) a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.
- 3.2.4 Mileage (if applicable) to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 3.3.1 <u>Durango Main Service Center</u>, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.
- 3.3.2 <u>Mesa Service Center</u>, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.
- 3.3.3 <u>Dysart Service Center</u>, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.
- 3.3.4 <u>Downtown Service Center</u>, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.
- 3.3.5 <u>Buckeye Service Center</u>, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

- 3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order*. The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

- 3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 3.5.2 The County will be responsible for transporting vehicle(s) <u>not</u> covered under warranty using the current County's Towing Service contract.
- 3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

- 3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

- 3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 3.8.1 It is not the responsibility of the County to pay freight on normal stock items.
- 3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

- 3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.9.2 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.
- 3.9.3 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.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

- 3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
- 3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
- 3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

- 3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
- 3.12.2 Damaged, broken or unsealed packages shall not be accepted.
- 3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

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

- 3.18.1 Contract Serial number.
- 3.18.2 Contractor's name and address.
- 3.18.3 Using Agency name and address.

- 3.18.4 Using Agency purchase order number.
- 3.18.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at: Maricopa County Equipment Services 3325 West Durango St. Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 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 <u>TEN</u> (10) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.25 STOCK:

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

3.26 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.27 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.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / 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 <u>subsequent cutoff dates</u> by notifying the Procurement Officer, <u>in writing</u>, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to)the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

3.31.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due
- Packing list or Parts Invoice
- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)

- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost
- 3.31.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.31.3 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 (http://www.maricopa.gov/Finance/Vendors.aspx).
- 3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.31.5 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.

3.32 APPLICABLE TAXES:.

- 3.32.1 **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.
- 3.32.2 **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.
- 3.32.3 <u>**Tax Indemnification:**</u> 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.
- 3.33 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.

3.34 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.

3.35 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.

3.36 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.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

- 3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.
- 3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term.

4.3 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.

4.4 INDEMNIFICATION:

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.

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.

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

4.5 INSURANCE.

- 4.5.1 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 B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.5.2 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.
- 4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.5.4 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.
- 4.5.5 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.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 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 Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

- 4.5.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 4.5.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
- 4.5.11.3 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.

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using

Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

- 4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.
- 4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 TERMINATION FOR DEFAULT:

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

- 4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.9.2 Make progress, so as to endanger performance of this contract; or
- 4.9.3 Perform any of the other provisions of this contract.
- 4.9.4 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.

4.10 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.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

4.12.1 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.

4.13 SUBCONTRACTING:

- 4.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 4.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.14 AMENDMENTS:

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

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

- 4.15.1 In accordance with section MCI 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.
- 4.15.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
 - 4.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.20.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.20.1.3 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
 - 4.20.1.4 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.
- 4.20.2 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.

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

- 4.21.1 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.
- 4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.22 CONTRACTOR LICENSE REQUIREMENT:

- 4.22.1 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.
- 4.22.2 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 posses 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.

4.23 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:

4.23.1 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,

4.23.2 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.

4.24 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 in its offer 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 and the Arizona Public Records Law.

EXHIBIT B TO COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF AVONDALE AND TITAN MACHINERY INC.

[Work Orders]

See following pages (to be attached subsequent to execution).