

# CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

**WORK SESSION**  
**January 9, 2012**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 UPDATE ON UTILITY SECURITY DEPOSITS

City Council will receive an update regarding the effectiveness of Ordinance 1425-1010, which increased the amount of the security deposit for utility accounts. For information and discussion only.

### 3 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

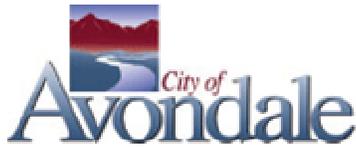
Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
Update on Utility Security Deposits

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Kevin Artz, Finance & Budget Director (623) 333-2011  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is presenting an update on the effectiveness of Ordinance 1425-1010, which increased the amount of the security deposit for utility accounts.

**BACKGROUND:**

On October 18, 2010, City Council adopted Ordinance 1425-1010 - amending Chapter 24 - water service fees and deposits. The Ordinance increased the security deposit from \$75 to \$175 (\$200 if made in installments). In addition, the provision to waive the deposit with a valid letter of credit was eliminated, as was the provision to refund the deposit with 12 months of on-time payment history.

On July 11, 2011, the City Council adopted Ordinance 1464-711 - amending Chapter 24 - security deposits. The Ordinance increased the security deposit from \$175 to \$250 for residential customers that do not reside at the service location.

Both of the Ordinances were adopted by Council, as a result of the State Legislature limiting the City's ability to collect delinquent utility accounts through changes to State law.

**DISCUSSION:**

When Ordinance 1424-1010 was adopted, Council directed staff to provide an update on the effectiveness of the Ordinance, after one year had passed. Staff evaluated the data in several different ways to determine if the increased deposit was effective in reducing the City's delinquent receivable balance.

First, staff examined all residential utility accounts opened and closed in two different 12-month periods: (A) December 1, 2009 to November 30, 2010 and (B) December 1, 2010 to November 30, 2011. Accounts in period (A) would have been subject to a \$75 deposit, which would have been waived with a letter of credit or proof of ownership. Accounts in period (B) were subject to the \$175 deposit that was not waived or refunded.

|                                   | (A)      | (B)      | Difference |
|-----------------------------------|----------|----------|------------|
| # of accts. w/delinquent balances | 465      | 163      | (302)      |
| Outstanding Balance               | \$75,959 | \$13,644 | (\$62,315) |

As the data indicates, the increased security deposit has had a significant impact on reducing the delinquent balances during the two sample periods tested. The outstanding balance decreased by \$62,315 or 82%.

Next, for two separate fiscal years, staff examined all accounts that were closed that had an outstanding balance: (A) FY ended June, 30 2010 and (B) FY ended June, 30, 2011. Accounts closed in period (A) would have been subject to a \$75 deposit, which would have been waived with a letter of credit or proof of ownership. Accounts in period (B) were subject to the \$175 deposit that was not waived or refunded for seven of the twelve months. 31% of the delinquent accounts for FY 10/11 were owner occupied and 69% were rentals.

|                                   | (A)          | (B)          | Difference  |
|-----------------------------------|--------------|--------------|-------------|
| # of Accts. w/delinquent balances | 2,227        | 1,829        | (398)       |
| Outstanding Balance               | \$423,648    | \$351,099    | (\$72,549)  |
| Total Revenue                     | \$23,049,809 | \$22,909,106 | (\$140,703) |
| Percentage of revenue collected   | 98.16%       | 98.43%       | 0.27%       |

Again, the data indicates the security deposit has had a positive impact on reducing the outstanding balance. The number of delinquent accounts decreased by 398 accounts, while the receivable decreased by \$72,549, both are approximately 17% reductions.

In addition, staff examined the accounts that had an outstanding balance at 6/30/11 (\$351,099) and estimated that if each of those accounts had a \$175 deposit, the outstanding balance would have been reduced to \$114,381.

Currently, 34% (7,107/20,506) of the active residential accounts have at least a \$175 deposit on the account. Staff estimates that if the current procedure is continued, and as the percentage of accounts with a deposit continues to increase, the outstanding balance can be reduced to less than \$150,000 per year or a 99.5% collection rate.

Cost of delinquencies vs. forgone interest

Staff compared the cost of the delinquencies per residential account to the amount of interest that each residential account forgoes (deposits are not paid interest). The cost of delinquencies per residential account for FY 10/11 was \$17.13 (\$351,099 outstanding balance/20,506 residential accounts).

The amount saved by implementing the higher deposit for FY 10/11 was \$3.54 per account (\$72,549/20,506). Currently the City receives .13% interest with the State Treasurer. Therefore, the interest per year on a \$175 deposit would be \$.23. The savings per residential account significantly outweighs the cost of forgoing interest on the deposit.

Based on the analysis above, and based on empirical evidence observed, staff believes the Ordinance is having a significant impact on reducing the City's uncollectable utility receivables, and is a cost effective method of reducing outstanding utility balances.

Refunding deposit with good payment history

At the time the Ordinance was adopted, there was discussion on refunding the deposit after some period of good payment history. Currently, the deposit is returned when the account is closed.

At this time, staff believes the current policy should be maintained. First, the amount of interest forgone per account is minor (calculated at current rates to be \$.23 per year, per account), compared to the savings per account (for FY 10/11 \$3.54 per account for all residential accounts). In addition, the deposit provides an incentive to the customer to notify the City in a timely manner when they disconnect water service, which helps to reduce delinquencies. Finally, good payment history does

not guarantee future payment. In many cases, residents that have historically paid in a timely manner forget about their closing bill, and unintentionally leave the City with a delinquent balance.

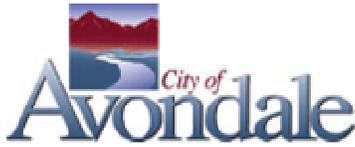
**RECOMMENDATION:**

Staff recommends that Council maintain the current Ordinance regarding security deposits and refunding the deposit when the account is closed.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING  
January 9, 2012  
7:00 PM

**CALL TO ORDER BY MAYOR ROGERS  
PLEDGE OF ALLEGIANCE  
MOMENT OF REFLECTION**

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

(Limit three minutes per person. Please state your name.)

**3 CONSENT AGENDA**

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

**a. APPROVAL OF MINUTES**

1. Budget Meeting of November 28, 2011
2. Work Session of December 5, 2011
3. Regular Meeting of December 5, 2011
4. Special Meeting of December 12, 2011
5. Regular Meeting of December 12, 2011
6. Special Meeting of December 19, 2011

**b. COOPERATIVE PURCHASING AGREEMENT - VORTEX INDUSTRIES, INC.**

City Council will consider a request to approve a cooperative purchasing agreement with Vortex Industries, Inc. to provide building door repair, maintenance, and replacement for the City of Avondale in an amount not to exceed \$60,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**c. COOPERATIVE PURCHASING AGREEMENT - WIST SUPPLY & EQUIPMENT CO.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Wist Office Products in an aggregate amount not to exceed \$204,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. COOPERATIVE PURCHASING AGREEMENT - REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Regional Pavement Maintenance of Arizona, Inc. to perform full depth asphalt patchwork, miscellaneous asphalt repairs, and utility adjustment services in an annual amount not to exceed \$150,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **CONTRACT AWARD - H2O ENVIRONMENTAL**

City Council will consider a request to approve a contract to H2O Environmental for the purpose of removal and disposal of sludge from the Northside Arsenic Treatment Facility in an amount not to exceed \$55,290.00 annually and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **COOPERATIVE PURCHASING AGREEMENT - WAXIE'S ENTERPRISE, INC.**

City Council will consider a request to approve a cooperative purchasing agreement with Waxie's Enterprise, Inc. for the purchase of janitorial products and supplies for city departments in a maximum aggregate amount of \$140,000 over the life of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **SECOND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT - CARE1ST HEALTH PLAN ARIZONA, INC.**

City Council will consider a request to approve the second amendment to the Financial Assistance Agreement with Care1st Health Plan Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3025-112 - AUTHORIZING GRANT SUBMISSION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS**

City Council will consider a resolution authorizing submission of a grant application to the Arizona Department of Transportation and the Maricopa Association of Governments in the amount of \$750,000 with a 5.7% match requirement relating to design and construction of a multi-modal pathway along the east side of the Agua Fria river corridor and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **ORDINANCE 1484-112 - DEDICATION OF POWER DISTRIBUTION EASEMENT TO SRP FOR WELL 25**

City Council will consider an ordinance dedicating a power distribution easement to Salt River Project for Well #25 Site Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **RESOLUTION 3026-112 - INTERGOVERNMENTAL AGREEMENT - CITY OF GOODYEAR FOR CENTENNIAL PARADE AND KICK-OFF FESTIVAL**

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

5 **SELECTION OF VICE MAYOR**

City Council will discuss and consider whether to extend Vice Mayor McDonald's current term as Vice Mayor or whether make a new one-year appointment to this position. The Council will take appropriate action.

6 **ORDINANCE 1488-112 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY**

City Council will consider an ordinance authorizing the acquisition of real property by purchase, condemnation, or dedication of approximately 155 acres of property located near Avondale Boulevard and Roosevelt Street in the amount of \$30,300,000, authorizing the transfer of contingency funds in the amount of \$30,300,000 and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**7 EXECUTIVE SESSION**

- a. City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for a potential Economic Development Agreement.

**8 ADJOURNMENT**

Respectfully submitted,



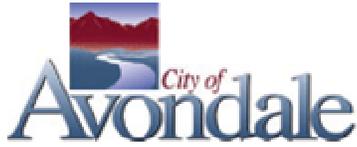
Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

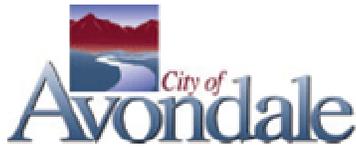
**PURPOSE:**

1. Budget Meeting of November 28, 2011
2. Work Session of December 5, 2011
3. Regular Meeting of December 5, 2011
4. Special Meeting of December 12, 2011
5. Regular Meeting of December 12, 2011
6. Special Meeting of December 19, 2011

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Vortex Industries, Inc.

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Vortex Industries, Inc. (Vortex) to provide building door repair, maintenance, and replacement for the City of Avondale in an amount not to exceed \$60,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**DISCUSSION:**

The City of Avondale wishes to establish a contract with Vortex Industries, Inc. to provide door repair, maintenance, and replacement services for City of Avondale facilities. Services under this contract will be delivered on an as-needed basis. Services rendered will be of an indefinite quantity for indefinite delivery of services.

Staff evaluated the Maricopa County Cooperative Contract 07060-8S building door services and determined that this contract fully meets the city wide facility requirements. Vortex has performed services for the the City of Avondale Facilities Division in the past. All services provided by Vortex met the expectations of the City.

The term of the contract shall be a one (1) year period with one (1) one year extension options. The initial term of the agreement will expire on August 31, 2012 unless extended by the City of Avondale for the additional one year period.

**BUDGETARY IMPACT:**

The expenditure for services outlined in this agreement has been planned and budgeted in the following operating budget:

PRLD \$60,000

101-5420-00-6730 (R&M Buildings)

**RECOMMENDATION:**

Staff recommends that the City Council approve cooperative purchasing agreement with Vortex Industries, Inc. (Vortex) to provide building door repair, maintenance, and replacement for the City of Avondale in the amount not to exceed \$60,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
VORTEX INDUSTRIES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 9, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Vortex Industries, Inc., a California 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 No. Serial 07068S awarded August 2, 2007 and last revised on June 17, 2010 (collectively, the "County Contract") for the Contractor to provide building door maintenance, repair and replacement services. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and 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 a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with door repair services for City facilities, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to one one-year term (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 been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the 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 the 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.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for 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 Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement 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 subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$30,000.00 for Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed \$60,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon 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 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 subcontractor's 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. E-verify Requirements. 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. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The

obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, 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 or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. To the extent provided under the County Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the County, and such rights, privileges, 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.

[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

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
VORTEX INDUSTRIES, INC.

[County Contract]

See following pages.

**SERIAL 07068 S BUILDING DOOR MAINTENANCE, REPAIR & REPLACEMENT**

**DATE OF LAST REVISION: June 17, 2010 CONTRACT END DATE: August 31, 2013**

**CONTRACT PERIOD THROUGH AUGUST 31, 2010 2013**

**TO: All Departments**  
**FROM: Department of Materials Management**  
**SUBJECT: Contract for BUILDING DOOR MAINTENANCE, REPAIR & REPLACEMENT**

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 **August 02, 2007**.

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, Director  
Materials Management

CH/df  
Attach

Copy to: Clerk of the Board  
**Richard Crago, Facilities Management**

**SPECIFICATIONS ON INVITATION FOR BIDS FOR: DOOR REPAIR, MAINTENANCE,  
AND REPLACEMENT**

**1.0 INTENT:**

The intent of the Invitation For Bid (IFB) is to source a responsive responsible contractor to repair, maintain, and replace all types of interior and exterior doors to include but not limited to storefront entrance glass doors and metal fire doors; door sweeps, panic bars, hinges, and all ancillary components, located at various sites throughout Maricopa County.

This contract may also be used to replace one type of door with a different type (i.e., replace store front glass doors, with solid metal fire doors). However, this contract IS NOT to be used for any new installation of doors where there were none before.

**NOTE:** This service does not include maintenance, repair or replacement of any electronic/electrical security access equipment associated with any door.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 CONTRACTOR REQUIREMENTS:**

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required in repairing, maintaining, and the replacement of doors and other equipment so listed above.

**2.2 SERVICE HOURS:**

*REGULAR HOURS* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

*AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

*WEEKENDS & HOLIDAYS* shall be work performed during Saturday, Sunday or during any County holiday.

**2.3 RESPONSE TIMES:**

Response time to all *REGULAR* service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The four hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

*SUNDAY AND HOLIDAY* request shall have a four (4) hour response time.

**2.4 DAMAGE TO COUNTY PROPERTY:**

The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

## 2.5 PROJECT WORK AND TIME &amp; MATERIALS:

- 2.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work – or – shall meet with a representative from the County agency, discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.
- 2.5.2 The County's project quote sheet will contain the following information:
- The contract serial number and name;
  - Name and address of site;
  - FMD site ID number;
  - Detailed scope of work,
  - Other information relative to the SOW,
  - Project cost line item,
  - Check box for "will quote" or "will not quote" the project,
  - Deadlines for quote delivery,
  - Signature line for both the County and the Contractor
- 2.5.3 The Contractor must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
- 2.5.4 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- 2.5.5 The Contractor shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.5.6 After receipt of Contractor's project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.
- 2.5.7 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately. Contractor may be dispatched via telephone, fax, email, or in person without a firm project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.6 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.7 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.8 INVOICING:

2.8.1 All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor.

Invoicing for T&M work must include:

- Purchase order number (If used);
- FMD Work order Number;
- Terms as bid;
- Contract serial number;
- Job site name and address w/ FMD site number;
- Description of work performed;
- Itemized parts description and quantities;
- Price of parts;
- Total labor hours;
- Labor charges as bid;
- Applicable sales tax on parts only;
- Grand total of invoice.

2.8.2 Invoicing for project work must contain:

- Contract serial number;
  - Purchase order number (If used);
  - FMD Work order Number;
  - Terms as bid;
  - Description of work performed;
  - Location of job site and FMD site number;
  - Project cost as quoted;
  - Grand total.
- Attached to the invoice must be the project quote sheet and all change orders. Change order pricing to be a separate line.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.9 DELIVERY:

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

2.10 QUALITY AND ACCEPTABILITY OF WORK:

The Facilities Management Department Facilities or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.

2.11 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.12 REQUIRED BACKGROUND CHECKS:

A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options at the county's discretion. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

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 negligence of the County.

### 3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

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 the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as 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.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

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

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

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

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476  
([chinegar@mail.maricopa.gov](mailto:chinegar@mail.maricopa.gov))

Technical telephone inquiries shall be addressed to:

MICHAEL MAHR, Contract Administrator, FMD, 602-506-7966  
([michael.mahr@fm.maricopa.gov](mailto:michael.mahr@fm.maricopa.gov))

MATT FOREST, Technical Specialist, FMD, 602-506-8193  
([matt.forest@fm.maricopa.gov](mailto:matt.forest@fm.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 RUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B and C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.10 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.10.1 Two copies of the following:
  - 3.10.1.1 Attachment A - Pricing
  - 3.10.1.2 Attachments B - Agreement Page (with original signatures)
  - 3.10.1.3 Attachment C - References
  - 3.10.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
- 3.10.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.11 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.12 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.12.1 Compliance with specifications
- 3.12.2 Price
- 3.12.3 Determination of responsibility
- 3.12.4 Previous performance under a County contract

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

**VORTEX INDUSTRIES, INC., FILE 1095, 1801 W. OLYMPIC BLVD., PASADENA, CA 91199**  
7310 W. ROOSEVELT #8, PHOENIX, AZ 85043

PRICING SHEET NIGP 9101401, 9101501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

**1.0 PRICING:**

- 1.1 Labor, during business hours:     \$ 70.00     /per hour
- 1.2 Labor, after hours:     \$ 110.00     /per hour
- 1.3 Labor, weekends, holidays:     \$ 110.00     /per hour
- 1.4 Parts, components, materials, cost plus:     20 %     (insert percentage over cost)
- 1.5 Labor, outside the scope of contract:     \$ 70.00     /per hour

Terms: Net 30

Vendor Number: W000008366 X

Telephone Number: 623-936-5705

Fax Number: 623-936-5797

Contact Person: Tom Patrovich

E-mail Address: [tomp@vortexdoors.com](mailto:tomp@vortexdoors.com)

Company Web Site: [www.vortexdoors.com](http://www.vortexdoors.com)

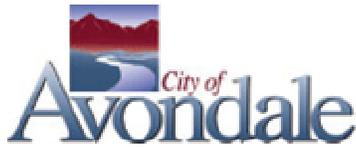
Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2010 2013.**

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
VORTEX INDUSTRIES, INC.

[Work Orders]

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



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Wist Supply & Equipment Co.

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance and Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Council is requested to approve a Term Contract for Office Supplies as recommended. Proposals were obtained and evaluated by an evaluation team comprised of City staff from the Budget and Research Division of the Finance Department. Staff recommends awarding the contract to the lowest-cost firm, Tempe-based Wist Office Products, at approximately \$65,000.00 annually based on estimated purchases.

The contract will provide next-day, desktop-delivery office supplies on an as-needed basis to various City of Avondale delivery locations via the Strategic Alliance for Volume Expenditures (SAVE) purchasing cooperative comprised of 207 member agencies including municipalities, counties, political agencies, and school districts. The City of Mesa is the lead agency on this contract.

**DISCUSSION:**

The analysis and cross comparison of office supply contract pricing was comprised of office supply vendors already holding a contract with other government entities and whose contract(s) contain provisions for cooperative purchasing by other agencies. The list of vendors is available to the City through the purchasing consortiums with whom the City of Avondale participates i.e. US Communities, SAVE, TCPN, NIPA, and SPO.

Vendors were contacted by Procurement and invited to present their applicable contract and services to city staff. Four responses were received; three local responses from national chains and one local business (Wist Office Products). Staff met with representatives from each of these four firms: Office Depot (expiring contract holder), Office Max, Staples, and Wist. Each firm was given a list of the city's office supply product history for the most recent calendar year and asked to provide pricing for those items based on their currently held contract. All four firms were able to respond to this request.

With pricing data from all four respondents, staff compared the pricing of the top 100 items ordered based on frequency ordered and price. With a designated list of core items to compare, staff tallied the total price for this core basket from each firm. Since training costs would be incurred to educate staff on differences in ordering systems and so forth for the three non-contract holding firms, a one-time cost for transition training was added to the cost for Office Max, Staples, and Wist. Other Non-monetary factors such as online ordering capability, delivery time/capabilities, applicable rebates, and contract length were compared. Additionally, pursuant to Council wishes, each firm's local presence and impact on the local economy was also evaluated. Wist's core price list was the lowest, offering a potential estimated savings of 8.3% over the current contract holder's pricing amounting, to approximately \$11,700 saved over the life of a five-year contract. All other non-monetary factors were mostly equivalent among the four firms, all of them offering next-day delivery, online ordering,

and being able to provide end-of-the-month ordering reports in a format acceptable to Avondale's Finance and Budget Department for use by the city's accountants.

City staff contacted Wist's references at the city of Mesa and found their experience with them to be extremely favorable. An excerpt from the city of Mesa's Council Report on their experience in selecting WIST: "WIST set up their website with the City's Core and Non-Core price lists and clearly demonstrated their website's content and ease of use. It identifies whether the item is a core-list or non-core list item and as whether an item is from a Historically Underutilized Business or is a "Green" product. The website also notifies the user of more cost-effective and "Green" alternate products. Staff also checked WIST's references and all provided very positive comments on this vendor's customer service, products and policies. WIST offered a 1% annual purchase rebate for agencies spending more than \$100,000 and using internet ordering more than 90% of the time."

**BUDGETARY IMPACT:**

At annual office supply purchases totaling around \$65,000, Avondale currently does not meet the \$100,000 rebate threshold. However, if the city were to purchase its, toner, and other photocopying and printing supplies (budgeted at \$42,000 for fiscal year 2011-12), it would meet the rebate threshold and qualify for a 1% rebate on office supply purchases.

**RECOMMENDATION:**

Staff recommends that the city enter into a contract with Wist Office Products.

**ATTACHMENTS:**

Click to download

 [Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WIST SUPPLY & EQUIPMENT CO.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 9, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Wist Supply & Equipment Co., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa"), entered into Contract No. 2009104 dated September 24, 2009, as extended by that certain Amendment Number One dated September 29, 2010 and as amended by that certain Amendment Number Two dated March 14, 2011 and that certain Amendment Number Three dated August 9, 2011 (collectively, the "Mesa Contract"), for the Vendor to provide stockless office and classroom supplies and materials. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference.

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

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Mesa Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with office supplies and materials, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two 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 Mesa Contract has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to

extend the 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 Mesa Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the 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 Vendor, 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.

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

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Mesa Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all return costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor waive the non-conformance and withhold the cost of same from any payments due to the Vendor.

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

2.3 City Delivery Locations; Users. The City may issue to Vendor as necessary a list of City staff authorized to order the Materials ("City users") and City delivery locations.

2.4 Training. Vendor shall provide training for its online Materials ordering system to City users at no additional charge and at a schedule to be agreed upon in writing by the parties.

3. Compensation. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$68,000.00 for Materials at the unit rates as set forth in the Mesa Contract. The maximum aggregate amount for this Agreement shall not exceed \$204,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document and itemize all Materials delivered and accepted 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 Mesa Contract will be subject to rejection and may be returned.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

6. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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.

8. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this

Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Materials Orders, invoices and the Mesa Contract, 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 Mesa 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 Materials 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 Mesa Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Mesa Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

10. Indemnification; Insurance. To the extent provided under the Mesa Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Mesa, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor 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 Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[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

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WIST SUPPLY & EQUIPMENT CO.

[Mesa Contract]

See following pages.



**City of Mesa, Arizona**  
 Purchasing Division  
 20 East Main Street, Suite 400  
 PO Box 1466  
 Mesa Arizona 85211-1466

**CONTRACT AMENDMENT NUMBER 003**

**Contract Number: 2009104**  
**Stockless Office and Classroom Supplies**

**Contractor: Wist Office Products**

**RECEIVED**

**Amendment Summary:** Approval of Requested Price Increase

AUG 4 2011

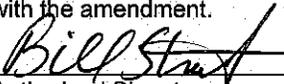
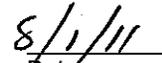
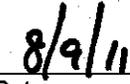
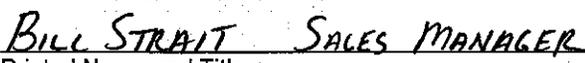
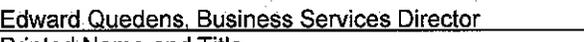
**PURCHASING**

**In accordance with the provisions of the aforementioned contract, the contract is amended as follows:**

This amendment is in response to your email request for a price increase for paper dated July 20, 2011, as shown on the attached "Updated Core List" spreadsheet. As your request meets the pricing adjustment criteria listed in the bid, the City of Mesa is in approval.

Prices will be effective September 1, 2011.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

| Contractor  | City of Mesa   |
|---|--|
| Contractor hereby acknowledges receipt and agreement with the amendment.  | This contract amendment is hereby executed.  |
| <br>Authorized Signature <br>Date | <br>Authorized Signature <br>Date |
| <br>Printed Name and Title   | <br>Printed Name and Title   |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

| Line                  | Description  | U/M | Mfr          | Product Code | WIST Product # | Unit Price |
|-----------------------|--|-----|--------------|--------------|----------------|------------|
| <b><u>Binders</u></b> |  |     |              |              |                |            |
| 1                     | Binder, .5", Round-Ring, 2 Inside Pockets, Recycled, Black                     | ea  | Wilson Jones | 36813NB      | WLJ36813NB     | \$ 0.69    |
| 2                     | Binder, .5", Round-Ring, 2 Inside Pockets, Recycled, Blue                      | ea  | Wilson Jones | 36813NBL     | WLJ36813NBL    | \$ 0.69    |
| 3                     | Binder, .5", Round-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White  | ea  | Wilson Jones | 36213W       | WLJ36213W      | \$ 0.81    |
| 4                     | Binder, 1", Round-Ring, 2 Inside Pockets, Recycled, Black                      | ea  | Wilson Jones | 36814NHB     | WLJ36814NHB    | \$ 0.78    |
| 5                     | Binder, 1", Round-Ring, 2 Inside Pockets, Recycled, Blue                       | ea  | Wilson Jones | 36814NBL     | WLJ36814NBL    | \$ 0.69    |
| 6                     | Binder, 1", Round-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White   | ea  | Wilson Jones | 36214W       | WLJ36214W      | \$ 0.81    |
| 7                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, Recycled, Black                    | ea  | Wilson Jones | 36834NHG     | WLJ36834NHB    | \$ 0.87    |
| 8                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, Recycled, Blue                     | ea  | Wilson Jones | 36834NBL     | WLJ36834NBL    | \$ 0.89    |
| 9                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White | ea  | Wilson Jones | 36234W       | WLJ36234W      | \$ 0.80    |
| 10                    | Binder, 2", Round-Ring, 2 Inside Pockets, Recycled, Black                      | ea  | Wilson Jones | 36844NHB     | WLJ36844NHB    | \$ 1.11    |
| 11                    | Binder, 2", Round-Ring, 2 Inside Pockets, Recycled, Blue                       | ea  | Wilson Jones | 36844NBL     | WLJ36844NBL    | \$ 1.11    |
| 12                    | Binder, 2", Round-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White   | ea  | Wilson Jones | 36244W       | WLJ36244W      | \$ 0.93    |
| 13                    | Binder, 4", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, Black       | ea  | Wilson Jones | 38654B       | WLJ38654B      | \$ 7.14    |
| 14                    | Binder, 4", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White       | ea  | Wilson Jones | 38654W       | WLJ38654W      | \$ 7.14    |
| 15                    | Binder, 5", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, Black       | ea  | Wilson Jones | 38650B       | WLJ38650B      | \$ 19.72   |
| 16                    | Binder, 5", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White       | ea  | Wilson Jones | 38650W       | WLJ38650W      | \$ 19.72   |
| 17                    | Binder, 1", D-Ring, 2 Inside Pockets, Recycled, Black                          | ea  | Wilson Jones | 38314B       | WLJ38314B      | \$ 1.15    |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|    |   |    |              |        |           |          |
|----|---|----|--------------|--------|-----------|----------|
| 18 | Binder, 1", D-Ring, 2 Inside Pockets, Recycled, Blue                                  | ea | Avery        | 07300  | AVE07300  | \$ 1.15  |
| 19 | Binder, 1", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White              | ea | Wilson Jones | 38614W | WLJ38614W | \$ 0.91  |
| 20 | Binder, 1.5", D-Ring, 2 Inside Pockets, Recycled, Black                               | ea | Wilson Jones | 38334B | WLJ38334B | \$ 0.94  |
| 21 | Binder, 1.5", D-Ring, 2 Inside Pockets, Recycled, Blue                                | ea | Avery        | 07400  | AVE07400  | \$ 3.80  |
| 22 | Binder, 1.5", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White            | ea | Wilson Jones | 38634W | WLJ38634W | \$ 1.08  |
| 23 | Binder, 2", D-Ring, 2 Inside Pockets, Recycled, Black                                 | ea | Wilson Jones | 38344B | WLJ38344B | \$ 1.33  |
| 24 | Binder, 2", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue             | ea | Avery        | 07500  | AVE07500  | \$ 4.17  |
| 25 | Binder, 2", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White              | ea | Wilson Jones | 38644W | WLJ38644W | \$ 1.34  |
| 26 | Binder, 3", D-Ring, 2 Inside Pockets, Recycled, Black                                 | ea | Wilson Jones | 38349B | WLJ38349B | \$ 2.76  |
| 27 | Binder, 3", D-Ring, 2 Inside Pockets, View Spine/Covers, Recycled, White              | ea | Wilson Jones | 38649W | WLJ38649W | \$ 2.82  |
| 28 | Binder, Pressboard Data, 11 x 8.5", Flexible Posts, Data Hooks, 6" Capacity, Recycled | ea | Acco         | 54122  | ACC54122  | \$ 3.20  |
| 29 | Dividers, 1-31, Binder, Recycled  | st | Avery        | 11129  | AVE11129  | \$ 2.65  |
| 30 | Dividers, Blank White w/Printable Labels, 5-Tab, 25 Sets/Box, Recycled                | bx | Avery        | 11446  | AVE11446  | \$ 54.21 |
| 31 | Dividers, Insertable Tab, 5-Tab, Clear, Reinforced Binding Edge, Recycled             | st | Wilson Jones | 54310  | WLJ54310  | \$ 0.22  |
| 32 | Dividers, Insertable Tab, 5-Tab, Multi-Color, Reinforced Binding Edge, Recycled       | st | Wilson Jones | 54309  | WLJ54309  | \$ 0.21  |
| 33 | Dividers, Insertable Tab, 8-Tab, Clear, Reinforced Binding Edge, Recycled             | st | Wilson Jones | 54312  | WLJ54312  | \$ 0.33  |
| 34 | Dividers, Insertable Tab, 8-Tab, Multi-Color, Reinforced Binding Edge, Recycled       | st | Wilson Jones | 54311  | WLJ54311  | \$ 0.33  |
| 35 | Dividers, Monthly, Jan-Dec, Recycled  | st | Avery        | 11127  | AVE11127  | \$ 1.02  |
| 36 | Dividers, Table of Contents, Binder, Black & White, Recycled, 10-Tab                  | st | Avery        | 11134  | AVE11134  | \$ 1.05  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|    |   |    |       |       |          |    |      |
|----|---|----|-------|-------|----------|----|------|
| 37 | Dividers, Table of Contents, Binder, Recycled, 5-Tab        | st | Avery | 11161 | AVE11161 | \$ | 1.01 |
| 38 | Dividers, Table of Contents, Binder, Recycled, 8-Tab        | st | Avery | 11163 | AVE11163 | \$ | 1.04 |
| 39 | Dividers, Table of Contents, Binder, Recycled,10-Tab        | st | Avery | 11135 | AVE11135 | \$ | 0.90 |
| 40 | Dividers, Table of Contents, Binder, Recycled,12-Tab        | st | Avery | 11141 | AVE11141 | \$ | 1.00 |
| 41 | Protector, Sheet, Heavy-Weight, Top-Load, Non-Glare, 100/Bx | bx | Avery | 74102 | AVE74102 | \$ | 7.04 |
| 42 | Tabs, Index, Printable Inserts, 1" Clear Tab, 25/PK         | pk | Avery | S101  | AVE16221 | \$ | 0.81 |

**Computer Accessories**

|    |   |    |          |        |           |    |       |
|----|---|----|----------|--------|-----------|----|-------|
| 43 | Case, CD, Jewel, Slim, Black Back, 100/Pack       | pk | Fellowes | 98335  | FEL98335  | \$ | 15.23 |
| 44 | Case, CD, Jewel, Slim, Black Back, 25/Pack        | pk | Fellowes | 98316  | FEL98316  | \$ | 3.77  |
| 45 | Case, CD, Jewel, Slim, Black Back, 50/Pack        | pk | Innovera | 85826  | IVR85826  | \$ | 7.38  |
| 46 | CD-R, 48x, 700MB/80 Min, 100/Spindle(Pack)        | pk | Maxell   | 648200 | MAX648200 | \$ | 17.80 |
| 47 | CD-R, 48x, 700MB/80 Min, 50/Spindle(Pack)         | pk | Maxell   | 648250 | MAX648250 | \$ | 7.35  |
| 48 | CD-R, 48x, 700MB/80 Min, Slim Jewel Case, 10/Pack | pk | Maxell   | 648210 | MAX648210 | \$ | 2.97  |
| 51 | CD-RW, 16x-24x, 700MB/80 Min, 25/Spindle(Pack)    | pk | Maxell   | 630026 | MAX630026 | \$ | 13.24 |
| 52 | CD-RW, 4x, 700MB/80 Min, 25/Spindle(Pack)         | pk | Imation  | 41149  | IMN41149  | \$ | 10.94 |
| 53 | CD-RW, 4x, 700MB/80 Min, Slim Jewel Case, 10/Pack | pk | Maxell   | 630011 | MAX630011 | \$ | 4.21  |
| 54 | CD-R, 48x, 700MB/80 Min, 25/Spindle(Pack)         | pk | Maxell   | 648445 | MAX648445 | \$ | 5.33  |
| 55 | CD-RW, 12x, 700MB/80 Min, Slim Jewel Case, 5/Pack | pk | Maxell   | 630025 | MAX630025 | \$ | 2.92  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|    |   |    |          |         |            |          |
|----|---|----|----------|---------|------------|----------|
| 58 | DVD+R, 16x, 4.7GB, 25/Spindle(Pack)                         | pk | Maxell   | 638010  | MAX638010  | \$ 10.23 |
| 61 | DVD+RW, 4X, 4.7GB/120 Min, 15/Spindle(Pack)                 | pk | Maxell   | 634046  | MAX634046  | \$ 10.26 |
| 62 | DVD-R, 16x, 4.7GB/120 Min, 100/Spindle(Pack)                | pk | Maxell   | 638014  | MAX638014  | \$ 28.80 |
| 63 | DVD-R, 16x, 4.7GB/120 Min, 50/Spindle(Pack)                 | pk | Maxell   | 638011  | MAX638011  | \$ 15.00 |
| 64 | DVD+R, 16x, 4.7GB/120 Min, Slim Jewel Case, 10/Pack         | pk | Maxell   | 639005  | MAX639005  | \$ 3.91  |
| 66 | DVD-R, 4x, 4.7GB/120 MIN, Jewel Case, 10/Pack               | pk | Maxell   | 638004  | MAX638004  | \$ 4.42  |
| 67 | DVD-R, Printable, 4.7GB/120 Min, 50/Pack                    | pk | Maxell   | 638022  | MAX638022  | \$ 18.85 |
| 68 | Envelope, CD, Clear Window, 24# White, Gummed Flap, 50/Pack | pk | Innovera | 39403   | IVR39403   | \$ 2.37  |
| 69 | File, CD-DVD, 25 CD Capacity                                | ea | Fellowes | 90658   | FEL90658   | \$ 7.29  |
| 70 | Flash Drive, USB 2.0, 1 GB                                  | ea | Innovera | 37602   | IVR37602   | \$ 5.54  |
| 71 | Flash Drive, USB 2.0, 2 GB                                  | ea | Innovera | 37601   | IVR37601   | \$ 6.36  |
| 72 | Flash Drive, USB 2.0, 4 GB                                  | ea | Innovera | 37600   | IVR37600   | \$ 13.75 |
| 73 | Flash Drive, USB 2.0, 8 GB                                  | ea | Innovera | 37608   | IVR37608   | \$ 23.99 |
| 74 | Mouse Pad, Flat, Black                                      | ea | Fellowes | 5933901 | FEL5933901 | \$ 1.30  |
| 75 | Mouse Pad/Wristrest, Gel, Black                             | ea | Innovera | 51450   | IVR51450   | \$ 7.14  |
| 77 | Sleeve, CD, 2-Sided Clear Front/Vinyl Back, 50/Pack         | pk | C-Line   | 61988   | CLI61988   | \$ 4.42  |
| 78 | Wristrest, Keyboard, Gel, Black                             | ea | Innovera | 51451   | IVR51451   | \$ 10.48 |
| 79 | Wristrest, Mouse, Gel, Black                                | ea | Innovera | 51452   | IVR51452   | \$ 4.38  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

**Envelopes**

|    |   |    |              |       |          |          |
|----|---|----|--------------|-------|----------|----------|
| 80 | Envelope, Clasp, #110, 12 x 15.5", 28# Brown Kraft, 20% Recycled, 100/Box                     | bx | Quality Park | 37910 | QUA37910 | \$ 12.18 |
| 81 | Envelope, Clasp, #55, 6 x 9", 28# Brown Kraft, 20% Recycled, 100/Box                          | bx | Quality Park | 37855 | QUA37855 | \$ 4.37  |
| 82 | Envelope, Clasp, #63, 6.5 x 9.5", 28# Brown Kraft, 20% Recycled, 100/Box                      | bx | Quality Park | 37863 | QUA37863 | \$ 5.13  |
| 83 | Envelope, Clasp, #90, 9 x 12", 28# Brown Kraft, 20% Recycled, 100/Box                         | bx | Quality Park | 37890 | QUA37890 | \$ 5.26  |
| 84 | Envelope, Clasp, #95, 10 x 12", 28# Brown Kraft, 20% Recycled, 100/Box                        | bx | Quality Park | 37895 | QUA37895 | \$ 11.88 |
| 85 | Envelope, Clasp, #97, 10 x 13", 28# Brown Kraft, 20% Recycled, 100/Box                        | bx | Quality Park | 37897 | QUA37897 | \$ 6.33  |
| 86 | Envelope, Clasp, #98, 10 x 15", 28# Brown Kraft, 20% Recycled, 100/Box                        | bx | Quality Park | 37898 | QUA37898 | \$ 11.21 |
| 87 | Envelope, Coin, #5.5, 2.25 x 3.5", 28# Brown Kraft, 20% Recycled, 500/Box                     | bx | Quality Park | 50162 | QUA50162 | \$ 7.27  |
| 88 | Envelope, Interoffice, 10 x 13"2-Sided, String/Button, 28# Brown Kraft, 20% Recycled, 100/Box | bx | Quality Park | 63560 | QUA63560 | \$ 23.36 |
| 89 | Envelope, Open-Side Booklet, 10 x 15", 40# Brown Kraft, 20% Recycled, 100/Box                 | bx | Quality Park | 54301 | QUA54301 | \$ 64.16 |
| 90 | Envelope, Self-Seal, #90, 9 x 12", 28# White Wove, 100/Box                                    | bx | Quality Park | 44582 | QUA44582 | \$ 11.34 |

**Filing**

|    |   |    |          |       |          |          |
|----|---|----|----------|-------|----------|----------|
| 91 | File, Expanding, Letter, A-Z, No Flap, 21 Pockets, Recycled   | ea | Smead    | 70425 | SMD70425 | \$ 5.69  |
| 92 | Folder, Classification, Legal, 2-Dividers: 6-Part, 1/3 Cut, 2" Expansion, 25-pt, Red/Brown, 17-pt Inner Divider, Recycled | bx | Smead    | 18775 | SMD18775 | \$ 22.82 |
| 93 | Folder, File, 1-Fastener, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, 2-Ply Tab, Recycled, 50/Box             | bx | Esselete | FM210 | SMD14534 | \$ 11.44 |
| 94 | Folder, File, 2-Fastener, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, 2-Ply Tab, Recycled, 50/Box             | bx | Esselete | FM211 | SMD14510 | \$ 13.49 |
| 95 | Folder, File, End-Tab, 2-Fasteners, 2" Fastener Capacity, Letter, 11-pt, 50/Box   | bx | Smead    | 34115 | SMD34115 | \$ 17.41 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |   |    |            |       |          |          |
|-----|---|----|------------|-------|----------|----------|
| 96  | Folder, File, End-Tab, Straight Cut, Letter, 11-Pt, Manila, Recycled, 100/Box                 | bx | Smead      | 24100 | SMD24100 | \$ 13.00 |
| 97  | Folder, File, End-Tab, Straight Cut, Legal, 11-Pt, Manila, Recycled, 100/Box                  | bx | Smead      | 27100 | SMD27100 | \$ 17.12 |
| 98  | Folder, File, Legal, 1/3 Assorted Cut, 3/4" Capacity, 11-Pt, Manila, Recycled, 100/Box        | bx | Value Plus | 00129 | VPO00129 | \$ 5.57  |
| 99  | Folder, File, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, Recycled, 100/Box       | bx | Value Plus | 00128 | VPO00128 | \$ 5.59  |
| 100 | Folder, Hanging File, Legal, 1/3 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box  | bx | Value Plus | 00134 | VPO00134 | \$ 4.95  |
| 101 | Folder, Hanging File, Legal, 1/5 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box  | bx | Value Plus | 00135 | VPO00135 | \$ 4.23  |
| 102 | Folder, Hanging File, Letter, 1/3 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box | bx | Value Plus | 00132 | VPO00132 | \$ 4.16  |
| 103 | Folder, Hanging File, Letter, 1/5 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box | bx | Value Plus | 00133 | VPO00133 | \$ 3.59  |
| 104 | Inserts, Hanging File Folder Tab, 1/3 Cut, White, 100/Pack                                    | pk | Avery      | 11137 | AVE11137 | \$ 0.62  |
| 105 | Inserts, Hanging File Folder Tab, 1/5 Cut, White, 100/Pack                                    | pk | Avery      | 11136 | AVE11136 | \$ 0.62  |
| 106 | Pocket, File, Letter, 1.75" Expansion, Recycled, 25/Box                                       | bx | Smead      | 73214 | SMD73214 | \$ 13.51 |
| 107 | Pocket, File, Letter, 3.5" Expansion, Recycled, 25/Box  | bx | Smead      | 73224 | SMD73224 | \$ 20.57 |
| 108 | Pocket, File, Letter, 5.25" Expansion, Recycled, 25/Box                                       | bx | Smead      | 73234 | SMD73234 | \$ 7.30  |
| 109 | Protector, File Label, Clear, 3.5 x 1-11/16", 100/Pack  | pk | Smead      | 67600 | SMD67600 | \$ 1.20  |
| 110 | Tabs, Hanging File Folder, 1/3 Cut, 3.5", Clear, 25/Pack                                      | pk | Smead      | 64615 | SMD64615 | \$ 0.92  |
| 111 | Tabs, Hanging File Folder, 1/5 Cut, 2", Clear, 25/Pack  | pk | Smead      | 64600 | SMD64600 | \$ 0.73  |

**General Supplies**

|     |   |    |       |       |          |          |
|-----|---|----|-------|-------|----------|----------|
| 112 | Badge Kit, 3 x 4", White, Clear Plastic Holder w/String, 50/Box | bx | Avery | 74520 | AVE74520 | \$ 14.80 |
|-----|---|----|-------|-------|----------|----------|

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |  |    |             |            |               |          |
|---|--|----|-------------|------------|---------------|----------|
| 113   | Battery, AA, Rechargeable, 4/Pack  | pk | Energizer   | NH15BP-4   | EVENH15BP4    | \$ 6.57  |
| 114   | Battery, Camera, 3 Volt, #123  | ea | Energizer   | EL123APBP  | EVEEL123APBP  | \$ 2.91  |
| 115   | Book, Steno, 6 x 9", Green, 15#, Gregg Ruled, Min 24-pt Backing, 70 Sheet      | ea | Universal   | 76920      | UNV76920      | \$ 0.85  |
| 116   | Book, Steno, 6 x 9", Green, 15#, Pitman Ruled, Min 24-pt Backing, 70 Sheet     | ea | Universal   | 76610      | UNV76610      | \$ 0.58  |
| 117   | Book, Telephone Message, Spiral-Bound, 2-Part, Carbonless, 4 Messages per Page | ea | Tops        | 4003       | TOP4003       | \$ 1.16  |
| 118   | Box, File Storage, Legal/Letter, 10H x 12W x 15"D, 550# Stacking Weight,       | ct | Fellows     | 12770      | FEL12770      | \$ 24.12 |
| 119   | Calculator (Adding Machine), 12-Digit, Compact-Size                            | ea | Canon       | P23-DHV    | CNMP23DHV     | \$ 18.98 |
| 120   | Calculator (Adding Machine), 12-Digit, Full-Size                               | ea | Sharp       | EL1197PIII | SHREL1197PIII | \$ 48.11 |
| 121   | Calculator, Desk, 8-Digit, Solar-Powered                                       | ea | Victor      | 11003A     | VCT11003A     | \$ 4.68  |
| 122   | Calculator, Pocket, 8-Digit, Solar-Powered                                     | ea | Victor      | 900        | VCT900        | \$ 2.09  |
| 123   | Card, Index, 3 x 5", Ruled, White, Recycled, 100/PK                            | pk | Universal   | 47210      | UNV47210      | \$ 0.29  |
| 124   | Card, Index, 3 x 5", Unruled, White, Recycled, 100/PK                          | pk | Universal   | 47200      | UNV47200      | \$ 0.28  |
| 125   | Card, Index, 4 x 6", Ruled, White, Recycled, 100/PK                            | pk | Universal   | 47230      | UNV47230      | \$ 0.36  |
| 126   | Card, Index, 4 x 6", Unruled, White, Recycled, 100/PK                          | pk | Universal   | 47220      | UNV47220      | \$ 0.40  |
| 127   | Card, Index, 5 x 8", Ruled, White, Recycled, 100/PK                            | pk | Oxford      | 51         | ESS51         | \$ 0.41  |
| 128   | Card, Index, 5 x 8", Unruled, White, Recycled, 100/PK                          | pk | Oxford      | 50         | ESS50         | \$ 0.41  |
| 129   | Certificates, Blank, 8.5 x 11", 24#, Gold with Seal, 25/pk                     | pk | Geographics | 39451      | GEO39451      | \$ 1.06  |
| 130   | Chairmat, 36 x 48", Up to 1/4" Carpet  | ea | Rubbermaid  | 64422      | DEFM11112     | \$ 20.72 |
| 131   | Chairmat, 45 x 53", Up to 1/4" Carpet  | ea | Rubbermaid  | 64425      | UNV56807      | \$ 22.79 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |                    |          |             |          |
|---|---|----|--------------------|----------|-------------|----------|
| 132   | Chairmat, 46 x 60", Hard Floor  | ea | Rubbermaid         | 76620    | DEFM21232   | \$ 30.54 |
| 133   | Chairmat, 46 x 60", Up to 1/4" Carpet                                       | ea | Rubbermaid         | 64429ELD | UNV56808    | \$ 27.75 |
| 134   | Chairmat, 46 x 60", Up to 3/8" Carpet                                       | ea | Rubbermaid         | 40730    | DEFM13443F  | \$ 33.37 |
| 135   | Clip, Binder, Mini, 1/4" Capacity, 12/Box                                   | bx | CLI                | 50001    | LEO50001    | \$ 0.13  |
| 136   | Clip, Binder, Small, 3/8" Capacity, 12/Box                                  | bx | CLI                | BC02     | LEOBC02     | \$ 0.15  |
| 137   | Clip, Binder, Medium, 5/8" Capacity, 12/Box                                 | bx | CLI                | BC05     | LEOBC05     | \$ 0.36  |
| 138   | Clip, Binder, Large, 1" Capacity, 12/Box                                    | bx | CLI                | BC10     | LEOBC10     | \$ 0.93  |
| 139   | Clip, Paper, #1 (Small), Smooth, 100/Box,                                   | bx | CLI                | 201E     | LEO201E     | \$ 0.11  |
| 140   | Clip, Paper, Jumbo (Large), Smooth, 100/Box                                 | bx | CLI                | 933013   | LEO933013   | \$ 0.30  |
| 141   | Clip, Paper, Jumbo (Large), Nonskid, 100/Box, 10 Box/Pack                   | bx | CLI                | 302      | LEO302      | \$ 0.32  |
| 142   | Clipboard, Letter-Size  | ea | CLI                | 89003    | LEO89003    | \$ 0.59  |
| 143   | Clock, Wall, 6" Diameter, Battery, Black                                    | ea | Chicago Lighthouse | 67004002 | ILC67004002 | \$ 6.88  |
| 144   | Clock, Wall, 13.5" Diameter, Battery, Black                                 | ea | Chicago Lighthouse | 67700002 | ILC67700002 | \$ 11.98 |
| 145   | Cover, Clear Adhesive, 18" x 75',   | ea | Avery              | 73610    | AVE73610    | \$ 26.10 |
| 146   | Cover, Document, for 8.5 x 11" Certificate, Black, 6/Pack                   | pk | Geographics        | 45331    | GEO45331    | \$ 4.95  |
| 147   | Cover, Document, for 8.5 x 11" Certificate, Burgundy, 6/Pack                | pk | Geographics        | 45333    | GEO45333    | \$ 4.95  |
| 148   | Cover, Document, for 8.5 x 11" Certificate, Navy, 6/Pack                    | pk | Geographics        | 47192    | GEO45332    | \$ 4.95  |
| 149   | Cover, Report, 3-Double Prong Fasteners, Clear Front, Black Back, 25/bx     | bx | Avery              | 47796    | AVE47796    | \$ 2.28  |
| 150   | Cover, Report, 3-Double Prong Fasteners, Clear Front, Dark Blue Back, 25/bx | bx | Avery              | 47795    | AVE47795    | \$ 2.27  |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |  |    |            |         |                |           |
|---|--|----|------------|---------|----------------|-----------|
| 151   | Cover, Report, 3-Double Prong Fasteners, Clear Front, Dark Green Back, 25/bx | bx | Esselte    | 55807   | ESS55807       | \$ 2.46   |
| 152   | Cover, Report, 3-Double Prong Fasteners, Clear Front, Light Blue Back, 25/bx | bx | Universal  | 56101   | UNV56101       | \$ 2.28   |
| 153   | Cover, Report, 3-Double Prong Fasteners, Clear Front, Red Back, 25/bx        | bx | Avery      | 47798   | AVE47798       | \$ 2.28   |
| 154   | Cup, Paper, Cold, 12 oz, 1200/ct   | ct | Solo       | R8NJ    | BWK12SQCOLDCUP | \$ 53.50  |
| 155   | Disinfectant Spray, Lysol, Fresh Scent 19 oz Spray                           | ea | Lysol      | 04675EA | RAC04675EA     | \$ 3.26   |
| 156   | Duster, Canned Air, 10 oz  | ea | Value Plus | 00225   | VPO00225       | \$ 3.06   |
| 157   | Easle Pad, 25 x 30", 2-Hole Top, White, 50 Sheet/Pad, 2/Pack                 | pk | Universal  | 35600   | UNV35600       | \$ 20.98  |
| 158   | Easle Pad, Self-Stick, 25 x 30", 2-Hole Top, White, 30 Sheet/Pad, 2/Pack     | pk | 3M         | 559     | MMM559         | \$ 32.87  |
| 159   | Fax Machine, Laser   | ea | Brother    | 2820    | BRTFAX2820     | \$ 121.35 |
| 160   | Toner Cartridge, Black for Brother 2820 Fax                                  | ea | Brother    | TN350   | BRTTN350       | \$ 39.46  |
| 161   | Fax Machine, Laser   | ea | Brother    | 4100E   | BRTFAX4100E    | \$ 202.12 |
| 162   | Toner Cartridge, Black for Brother 4100E Fax                                 | ea | Brother    | TN430   | BRTTN430       | \$ 39.46  |
| 165   | Fingertips, Rubber, #11, 12/Box  | bx | Swingline  | 54301   | SWI54031       | \$ 0.78   |
| 166   | Fingertips, Rubber, #11-1/2, 12/Box  | bx | Swingline  | 54035   | SWI54035       | \$ 0.78   |
| 167   | Flag, Post-It, 1" "Notarize", 50 Flags/Each, 2/Pack                          | pk | 3M         | 680-NZ2 | MMM680NZ2      | \$ 2.40   |
| 168   | Flag, Post-It, 1" "Sign/Date", 50 Flags/Each, 2/Pack                         | pk | 3M         | 680-SD2 | MMM680SD2      | \$ 2.85   |
| 169   | Flag, Post-It, 1", "Initial Here", 50 Flags/Each, 2/Pack                     | pk | 3M         | 680-IH2 | MMM680IH2      | \$ 2.40   |
| 171   | Flag, Post-It, 1", Blue, 50 Flags/Each, 2/Pack                               | pk | 3M         | 680-BE2 | MMM680BE2      | \$ 1.36   |
| 172   | Flag, Post-It, 1", Green, 50 Flags/Each, 2/Pack                              | pk | 3M         | 680-GN2 | MMM680GN2      | \$ 2.09   |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |               |          |             |          |
|---|---|----|---------------|----------|-------------|----------|
| 173   | Flag, Post-It, 1", Orange, 50 Flags/Each, 2/Pack                            | pk | 3M            | 680-OE2  | MMM680OE2   | \$ 2.09  |
| 174   | Flag, Post-It, 1", Pink, 50 Flags/Each, 2/Pack                              | pk | 3M            | 680-BP2  | MMM680BP2   | \$ 2.09  |
| 175   | Flag, Post-It, 1", Purple, 50 Flags/Each, 2/Pack                            | pk | 3M            | 680-PU2  | MMM680PU2   | \$ 2.08  |
| 176   | Flag, Post-It, 1", Red, 50 Flags/Each, 2/Pack                               | pk | 3M            | 680-RD2  | MMM680RD2   | \$ 2.08  |
| 177   | Flag, Post-It, 1", Yellow, 50 Flags, 2/Pack                                 | pk | 3M            | 680-YW2  | MMM680YW2   | \$ 2.08  |
| 178   | Flag, Post-It, 1/2", "Sign Here", 30 Flags/Each, 4/Pack                     | pk | 3M            | 684-SH   | MMM684SH    | \$ 2.67  |
| 179   | Flag, Post-It, 1/2", Arrow, Assorted Colors, 24 Flags/Each, 4/Pack          | pk | 3M            | 684ARR3  | MMM684ARR3  | \$ 1.03  |
| 180   | Flag, Post-It, 1/2", Assorted Colors, 35 Flags/Each, 4/Pack                 | pk | 3M            | 683-4    | MMM6834     | \$ 1.36  |
| 181   | Flag, Post-It, 1/2", Printed Arrow, Assorted Message, 20 Flags/Each, 4/Pack | pk | 3M            | 684-AST1 | MMM684AST1  | \$ 1.06  |
| 182   | Glass Cleaner with Vinegar, 32 oz Spray                                     | ea | Windex        | 90135EA  | DRA90135EA  | \$ 2.80  |
| 183   | Glue Stick, Small, Approx. .3 oz  | ea | Leonard       | 94028    | LEO94028    | \$ 0.14  |
| 184   | Glue Stick, Large, Approx. 1.25 - 1.40 oz                                   | ea | Leonard       | 94530    | LEO94530    | \$ 0.45  |
| 185   | Glue, Permanent, "Super Glue", .07 oz.                                      | ea | Instant Krazy | KG58548R | EPIKG58548R | \$ 0.67  |
| 186   | Holder, Form, Letter-Size, Aluminum, Bottom Opening                         | ea | Sauders       | 12017    | SAU12017    | \$ 10.25 |
| 187   | Label, Address, 1-1/8 x 3.5", White, 130/Roll, 2 Rolls/Pack                 | pk | Dymo          | 30251    | DYM30251    | \$ 4.31  |
| 188   | Label, Address, Laser, .5 x 1.75", White, 2000/Box                          | bx | Avery         | 30617    | AVE30617    | \$ 1.24  |
| 189   | Label, Address, Laser, 1 x 2-5/8", White, 3000/Box                          | bx | Avery         | 30600    | AVE30600    | \$ 4.77  |
| 190   | Label, Address, Laser, 1 x 2-5/8", White, 750/Pack                          | pk | Avery         | 30610    | AVE30610    | \$ 1.24  |
| 191   | Label, Address, Laser, 2 x 4", White, 250/Pack                              | pk | Avery         | 5263     | AVE5263     | \$ 4.36  |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |          |           |            |          |
|---|---|----|----------|-----------|------------|----------|
| 192   | Label, File Folder, 1/3 Cut, White, 1500/Box                    | bx | Avery    | 30632     | AVE30632   | \$ 13.87 |
| 193   | Label, File Folder, 1/3 Cut, White, 300/Pack                    | pk | Avery    | 2181      | AVE2181    | \$ 3.01  |
| 194   | Label, Shipping, 4 x 2-1/8" White, 220/Roll                     | rl | Dymo     | 30323     | DYM30323   | \$ 7.16  |
| 195   | Labeling Tape, "M", .5" x 26', Black on White                   | ea | Brother  | M-231     | BRTM231    | \$ 3.85  |
| 196   | Labeling Tape, "TX", .5" x 50', Black on White                  | ea | Brother  | TX-2311   | BRTTX2311  | \$ 19.79 |
| 197   | Labeling Tape, "TX", .75" x 50', Black on White                 | ea | Brother  | TX-2411   | BRTTX2411  | \$ 26.12 |
| 198   | Labeling Tape, "TZ", .5" x 26', Black on Clear                  | ea | Brother  | TZ-131    | BRTTZE131  | \$ 5.68  |
| 199   | Labeling Tape, "TZ", .5" x 26', Black on White                  | ea | Brother  | TZ-231    | BRTTZE231  | \$ 8.78  |
| 200   | Labeling Tape, "TZ", .5" x 26', Extra Strength, Black on White  | ea | Brother  | TZ-S231CS | BRTTZES231 | \$ 6.93  |
| 201   | Labeling Tape, "TZ", .75" x 26', Black on Clear                 | ea | Brother  | TZ-141    | BRTTZE141  | \$ 10.70 |
| 202   | Labeling Tape, "TZ", .75" x 26', Black on Green                 | ea | Brother  | TZ-741    | BRTTZ741   | \$ 12.82 |
| 203   | Labeling Tape, "TZ", .75" x 26', Black on Hot Orange            | ea | Brother  | TZ-B41    | BRTTZB41   | \$ 15.78 |
| 204   | Labeling Tape, "TZ", .75" x 26', Black on White                 | ea | Brother  | TZ-241    | BRTTZE241  | \$ 7.41  |
| 205   | Labeling Tape, "TZ", .75" x 26', Extra Strength, Black on White | ea | Brother  | TZ-S241   | BRTTZES241 | \$ 13.06 |
| 206   | Labeling Tape, "TZ", .75" x 26', Gold on Black                  | ea | Brother  | TZ-344    | BRTTZE344  | \$ 14.96 |
| 207   | Labeling Tape, "TZ", .75" x 26', Red on White                   | ea | Brother  | TZ-242    | BRTTZE242  | \$ 12.82 |
| 208   | Labeling Tape, "TZ", 1" x 26', Black on White                   | ea | Brother  | TZ-251    | BRTTZE251  | \$ 11.38 |
| 209   | Labeling Tape, "TZ", 3/8" x 26', Black on White                 | ea | Brother  | TZ-221    | BRTTZE221  | \$ 5.68  |
| 210   | Lubricant, Shredder, 4 oz                                       | ea | Fellowes | 35250     | FEL35250   | \$ 3.13  |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |  |    |              |         |           |          |
|---|--|----|--------------|---------|-----------|----------|
| 211   | Moistener, Envelope, Approx. 1-3/4 oz, Sponge Tip  | ea | Quality Park | 46065   | QUA46065  | \$ 0.81  |
| 212   | Moistener, Fingertip, 1 oz, (Sortkwik)   | ea | Lee          | 10400   | LEE10400  | \$ 0.76  |
| 213   | Note, Post-It, 1.5 x 2", Unlined, Yellow, Recycled, 100 Sheet, 12/Pack   | pk | Highland     | 6539YW  | MMM6539YW | \$ 0.90  |
| 214   | Note, Post-It, 3 x 3", Unlined, Yellow, 100 Sheets, 12/Pack  | pk | Highland     | 6549YW  | MMM6549YW | \$ 2.14  |
| 215   | Note, Post-It, 3 x 5" Unlined, Yellow, 100 Sheets, 12/Pack   | pk | Highland     | 6559YW  | MMM6559YW | \$ 2.97  |
| 216   | Note, Post-It, 4 x 6", Unlined, Yellow, 100 Sheet, 12/Pack   | pk | 3M           | 659YW   | MMM659YW  | \$ 18.00 |
| 217   | Note, Post-It, 3 x 3", Lined, Yellow, 100 Sheets, 6/Pack   | pk | 3M           | 630-6PK | MMM6306PK | \$ 3.54  |
| 218   | Note, Post-It, 3 x 5", Lined, Yellow 100 Sheets, 12/Pack   | pk | 3M           | 635YW   | MMM635YW  | \$ 11.59 |
| 219   | Note, Post-It, 4 x 6", Lined, Yellow, 100 Sheets, 5/Pack   | pk | 3M           | 660YW   | MMM660YW  | \$ 7.88  |
| 220   | Note, Post-It, Pop-Up, 3 x 3", Lined, Yellow, 100 Sheet, 6/Pack  | pk | 3M           | R335YW  | MMMR335YW | \$ 3.73  |
| 221   | Note, Post-It, Pop-Up, 3 x 3", Unlined, Yellow, 100 Sheet pad  | pd | 3M           | R330YW  | MMMR330YW | \$ 0.59  |
| 222   | Dispenser, Post-It, Pop-Up Note, for 3 x 3" Pad, Black   | ea | 3M           | PRO330  | MMMPRO330 | \$ 3.98  |
| 223   | Opener, Letter, 9" Chrome-Plated   | ea | Universal    | 31750   | UNV31750  | \$ 0.15  |
| 224   | Pad, Message, Approx. 4x5", 50 Pages/Pad, 12/Pack  | pk | Universal    | 48023   | UNV48023  | \$ 2.16  |
| 225   | Pad, Scratch, 3 x 5", White, Approx 15#, Recycled, 100/Pad   | dz | Universal    | 35613   | UNV35613  | \$ 2.28  |
| 226   | Pad, Scratch, 4 x 6", White, Approx 15#, Recycled, 100/Pad   | dz | Universal    | 35614   | UNV35614  | \$ 4.28  |
| 227   | Pad, Writing, 5 x 8", Canary, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack       | pk | Universal    | 00049   | TOP7501   | \$ 2.62  |
| 228   | Pad, Writing, 5 x 8", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack        | pk | Universal    | 00050   | TOP7500   | \$ 2.80  |
| 229   | Pad, Writing, 8.5 x 11.75", Canary, 16#, Recycled, Legal Ruled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack | pk | Universal    | 00051   | TOP7532   | \$ 6.21  |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |             |               |               |          |
|---|---|----|-------------|---------------|---------------|----------|
| 230   | Pad, Writing, 8.5 x 11.75", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack | pk | Universal   | 00052         | TOP7533       | \$ 6.21  |
| 231   | Pad, Writing, 8.5 x 14", Canary, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack   | pk | Universal   | 00053         | TOP7572       | \$ 6.60  |
| 233   | Pad, Writing, 8.5 x 14", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack    | pk | Universal   | 00054         | TOP7573       | \$ 7.25  |
| 234   | Padlock, Combination, 1-7/8"  | ea | Master Lock | 1500D         | MLK1500D      | \$ 2.79  |
| 235   | Paper, Adding Machine, 2-1/4" x 130', 1-Ply, Bright White, Lint-Free, 50% Recycled                                  | rl | Tops        | 7280          | TOP7280       | \$ 0.35  |
| 236   | Paper, Adding Machine, 2-1/4" x 165', Thermal, 1-Ply, Bright White, 50% Recycled, 3 Rolls/Pack                      | pk | Universal   | 35762         | UNV35762      | \$ 10.34 |
| 237   | Paper, Adding Machine, 2-1/4" x 85', Thermal, 1-Ply, Bright White, 3 Rolls/Pack                                     | pk | Universal   | 35761         | UNV35761      | \$ 2.13  |
| 238   | Pins, Push, Assorted Color, 200/Box   | bx | Universal   | 3130          | UNV31310      | \$ 0.36  |
| 239   | Portfolio, Twin Pocket, Dark Blue, Recycled, 25/Box   | pk | Avery       | 47985         | AVE47985      | \$ 1.45  |
| 240   | Portfolio, Twin Pocket, Violet, Recycled, 25/Box  | bx | Avery       | 47993         | AVE47993      | \$ 1.22  |
| 241   | Pouch, Laminating, Legal-Size, 3-Mil, Clear, 50/Box   | bx | Universal   | 84630         | UNV84630      | \$ 8.82  |
| 242   | Pouch, Laminating, Letter-Size, 3-Mil, Clear, 50/Box  | bx | Universal   | 846620        | UNV84620      | \$ 4.47  |
| 243   | Punch, Hole, 2 Hole, Up to 50 Sheets  | ea | Officemate  | 90082         | OIC90082      | \$ 3.71  |
| 244   | Punch, Hole, 2 or 3 Hole Adjustable, Up to 12 Sheets  | ea | Universal   | 74323         | UNV74323      | \$ 2.10  |
| 245   | Punch, Hole, 3 Hole, Up to 30 Sheets  | ea | Leonard     | 90300         | LEO90300      | \$ 17.96 |
| 246   | Punch, Hole, Handheld, 1 Hole, Up to 15 Sheets  | ea | Leonard     | 90001         | LEO90001      | \$ 0.45  |
| 247   | Reel, Retracting ID Card, 4/Pack  | ea | Advantus    | 75464         | AVT75464      | \$ 1.05  |
| 248   | Refill, Air Freshener, Metered, Country Garden  | ea | Timemist    | WTB332522TMCA | WTB332522TMCA | \$ 2.93  |
| 249   | Remover, Staple, Grip-Type, Black/Dark Brown  | ea | CLI         | 050           | LEO050        | \$ 0.24  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |  |    |           |          |             |    |      |
|-----|--|----|-----------|----------|-------------|----|------|
| 250 | Remover, Staple, Push-Style                        | ea | Universal | 10700    | UNV10700    | \$ | 0.62 |
| 251 | Rest, Telephone Shoulder, Black                    | ea | Softalk   | 101      | SOF101      | \$ | 3.80 |
| 252 | Ribbon, Calculator, Black/Red, 2/Pack              | pk | Nukote    | BR80C    | DPSR3027    | \$ | 0.97 |
| 253 | Ribbon, Calculator, Purple                         | ea | Nukote    | PM301    | DPSR2016    | \$ | 2.16 |
| 254 | Rubber Cement, Plastic Bottle w/Brush, 4 oz.       | ea | Elmer's   | E904     | EPIE904     | \$ | 0.96 |
| 255 | Rubber Cement, Quart Container                     | qt | Elmer's   | 233      | EPI233      | \$ | 6.52 |
| 256 | Rubberband, Size 16, 1# Box                        | bx | Universal | 00116    | UNV00116    | \$ | 0.82 |
| 257 | Rubberband, Size 18, 1# Box                        | bx | Universal | 00118    | UNV00118    | \$ | 0.81 |
| 258 | Rubberband, Size 19, 1# Box                        | bx | Universal | 00119    | UNV00119    | \$ | 1.00 |
| 259 | Rubberband, Size 32, 1# Box                        | bx | Universal | 00132    | UNV00132    | \$ | 0.82 |
| 260 | Rubberband, Size 33, 1# Box                        | bx | Universal | 00133    | UNV00133    | \$ | 1.06 |
| 261 | Rubberband, Size 54 (Assorted Size), 1# Box        | bx | Universal | 00154    | UNV00154    | \$ | 1.11 |
| 262 | Rubberband, Size 64, 1# Box                        | bx | Universal | 00164    | UNV00164    | \$ | 1.06 |
| 263 | Rubberband, Size 107, 1# Box                       | bx | Universal | 01107    | UNV01107    | \$ | 1.11 |
| 264 | Rubberband, Size 117B, 1# Box                      | bx | Universal | 01117    | UNV01117    | \$ | 1.06 |
| 265 | Ruler, 12", Stainless Steel, Cork Backing          | ea | Universal | 59023    | UNV59023    | \$ | 1.08 |
| 266 | Ruler, 18", Stainless Steel, Cork Backing          | ea | Westcott  | 10417    | ACM10417    | \$ | 1.35 |
| 267 | Sanitizer, Hand, Purell, With Pump, Original, 8 oz | ea | Purell    | 965212EA | GOJ965212EA | \$ | 2.23 |
| 268 | Scissors, 8", Cast-Iron, Right or Left Handed      | ea | Universal | 92006    | UNV92006    | \$ | 0.31 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |                |           |              |          |
|---|---|----|----------------|-----------|--------------|----------|
| 269   | Soap, Dish, Antibacterial, 25 oz ;                | ea | Palmolive      | 47928EA   | CPM46076EA   | \$ 2.39  |
| 270   | Stamp, Pre-Inked, "Completed", Black              | ea | Accustamp      | 1026      | UNV10049     | \$ 2.46  |
| 271   | Stamp, Pre-Inked, "Copy", Red                     | ea | Accustamp      | 1359      | UNV10060     | \$ 2.46  |
| 272   | Stamp, Pre-Inked, "Draft", Red                    | ea | Accustamp      | 1360      | UNV10044     | \$ 2.46  |
| 273   | Stamp, Pre-Inked, "Original", Blue                | ea | Xstamper       | 1111      | UNV10048     | \$ 2.46  |
| 274   | Stapler, Desk, Full-Strip, Black                  | ea | CLI            | 82210     | LEO82210     | \$ 1.26  |
| 275   | Stapler, Electric Desktop, Up to 20 Sheets, Black | ea | Bostich        | 02210     | BOS02210     | \$ 30.61 |
| 276   | Staples, Standard, 1/2", 1000/Box                 | bx | Swingline      | 135312    | SWI35312     | \$ 2.19  |
| 277   | Staples, Standard, 1/4", 5000/Box                 | bx | CLI            | 84500     | LEO84500     | \$ 0.42  |
| 278   | Staples, Standard, 3/4", 1000/Box                 | bx | Swingline      | 35319     | SWI35319     | \$ 2.46  |
| 279   | Staples, Standard, 3/8", 1000/Box                 | bx | Swingline      | 35318     | SWI35318     | \$ 1.34  |
| 280   | Staples, Standard, 5/8", 1000/Box                 | bx | Swingline      | 90009     | SWI90009     | \$ 2.11  |
| 281   | Tag, Key, 1.25", White, Metal-Rim, 50/Pack        | pk | Avery          | 11025     | AVE11025     | \$ 2.31  |
| 282   | Tag, Key, Slotted, White, Snap-Hook, 20/Pack      | pk | MMF Industries | 201300006 | MMF201300006 | \$ 2.67  |
| 283   | Tape, Audio Cassette, 60 Minute                   | ea | Maxell         | 109010    | MAX109010    | \$ 0.43  |
| 284   | Tape, Audio Cassette, 90 Minute                   | ea | Maxell         | 108510    | MAX108510    | \$ 0.46  |
| 285   | Tape, Audio Microcassette, 60 Minute, 3/pk        | pk | Maxell         | 17903     | MAX179030    | \$ 1.59  |
| 286   | Tape, Book, 2" x 15 Yard, Clear                   | rl | 3M             | 8452      | MMM8452      | \$ 2.81  |
| 287   | Tape, Carton Sealing, Clear, 1-7/8' x 55 yard     | rl | 3M             | 37102CR   | MMM37102CR   | \$ 0.55  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |  |    |                |          |             |    |      |
|-----|--|----|----------------|----------|-------------|----|------|
| 288 | Dispenser, Carton Sealing Tape, for 1-7/8" Tape, Adjustable Tension Control, Built in Cutter | ea | 3M             | HB903    | MMH903      | \$ | 3.87 |
| 289 | Tape, Correction, Single-Line, Mono the Original, Approx. 394", 2/Pack                       | pk | Tombo          | 68627    | TOM68627    | \$ | 3.35 |
| 290 | Tape, Double-Face Foam, 1/2" x 75"   | rl | 3M             | 110      | MMM110      | \$ | 0.87 |
| 291 | Tape, Duct, 2" x 60 yd,  | ea |                |          | MMM1160A    | \$ | 2.81 |
| 292 | Tape, Invisible, 3/4 x 1296"   | rl | Value Plus     | 00039    | VPO00039    | \$ | 0.40 |
| 293 | Dispenser, Tape, Desktop, for 3/4" Tape on 1" Core, Weighted Base, Black                     | ea | Universal      | 15001    | UNV15001    | \$ | 0.65 |
| 294 | Tape, Masking, 1" x 60 yd,   | rl | 3M             | 260024A  | MMM260024A  | \$ | 0.77 |
| 295 | Tissue, Facial, Unscented, 2-Ply, 120 Sheets, 6/Pack   | pk | Marcal         | 2612     | MRC261236PK | \$ | 5.28 |
| 296 | Tissues, Eyeglass, 100/Box   | bx | Bausch         | 8574GM   | BAL8574GM   | \$ | 6.85 |
| 297 | Tray, Stackable, Letter-Size, Black, 2/pk  | pk | Universal      | 081000   | UNV08100    | \$ | 2.02 |
| 298 | Wastebasket, Plastic, 28 Qt, "We Recycle", Rectangular, Blue                                 | ea | Rubbermaid     | 295673BE | RCP295673BE | \$ | 2.97 |
| 299 | Wastebasket, Plastic, 28 Qt, Rectangular, Black  | ea | Rubbermaid     | 295600BK | RCP295600BK | \$ | 2.79 |
| 300 | Water, Bottled, 16.9 oz, 32/Case   | ea | Arrowhead      | 101243   | SCB187601   | \$ | 3.95 |
| 301 | Wiper, Disinfectant & Deodorizing, Citrus Scent, 80 Count                                    | ea | Lysol          | 77182EA  | RAC77182EA  | \$ | 3.45 |
| 302 | Wipes, Approx 9 x 16-7/8", Approx 126/Box  | bx | Kimberly-Clark | 34790BX  | KIM34790BX  | \$ | 6.80 |

**Writing Instruments**

|     |                            |    |         |       |          |    |       |
|-----|----------------------------|----|---------|-------|----------|----|-------|
| 303 | Cleaner, Dry Erase, 8 oz   | ea | Sanford | 81803 | SAN81803 | \$ | 0.80  |
| 304 | Cleaner, Dry Erase, 128 oz | gl | Sanford | 81800 | SAN81800 | \$ | 13.53 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |             |           |              |         |
|---|---|----|-------------|-----------|--------------|---------|
| 305   | Eraser, Click, 4/Pack   | pk | Pentel      | ZE21BP3K6 | PENZE21BP3K6 | \$ 1.22 |
| 306   | Eraser, Dry Erase, 2 x 5"   | ea | Expo        | 81505     | SAN81505     | \$ 0.99 |
| 307   | Eraser, Dry Erase, Extra-Large  | ea | Expo        | 08474     | SAN8474      | \$ 4.50 |
| 308   | Highlighter, Pen Style, Assorted Colors 6/Pack                                    | pk | Universal   | 08840     | UNV08840     | \$ 1.20 |
| 309   | Highlighter, Pen Style, Blue, 12/bx   | bx | Bic         | BL11BE    | BICBL11BE    | \$ 2.25 |
| 310   | Highlighter, Pen Style, Green, 12/bx  | bx | Bic         | BL11GN    | BICBL11GN    | \$ 2.25 |
| 311   | Highlighter, Pen Style, Orange, 12/bx   | bx | Bic         | BL11DE    | BICBL11OE    | \$ 2.25 |
| 312   | Highlighter, Pen Style, Pink, 12/bx   | bx | Bic         | BL11PK    | BICBL11PK    | \$ 2.25 |
| 313   | Highlighter, Pen Style, Yellow, 12/bx   | bx | Brite Liner | BL11YW    | BICBL11YW    | \$ 2.25 |
| 314   | Highlighter, Tank/Marker Style, Assorted Colors 4/Pack                            | pk | Sanford     | 25076     | SAN25076     | \$ 1.09 |
| 315   | Highlighter, Tank/Marker Style, Blue, 12/bx                                       | bx | Sanford     | 25010     | SAN25010     | \$ 3.26 |
| 316   | Highlighter, Tank/Marker Style, Green, 12/bx                                      | bx | Sanford     | 25026     | SAN25026     | \$ 3.13 |
| 317   | Highlighter, Tank/Marker Style, Orange, 12/bx                                     | bx | Sanford     | 25006     | SAN25006     | \$ 3.19 |
| 318   | Highlighter, Tank/Marker Style, Pink, 12/bx                                       | bx | Sanford     | 25009     | SAN25009     | \$ 3.33 |
| 319   | Highlighter, Tank/Marker Style, Yellow, 12/bx                                     | bx | Sanford     | 25025     | SAN25025     | \$ 3.22 |
| 320   | Lead Refills, 0.5 MM, 12/Tube   | tb | Pentel      | C505HB    | PENC505HB    | \$ 0.27 |
| 321   | Lead Refills, 0.7 MM, 12/Tube   | tb | Pentel      | 50HB      | PEN50HB      | \$ 0.27 |
| 322   | Marker, CD/DVD, Permanent, Twin-Tip, 4/Pack                                       | pk | Sanford     | 37401     | SAN37401     | \$ 1.58 |
| 323   | Marker, Dry Erase, Chisel Tip, Low Odor, No Squeak, 4-Color, Black/Blue/Red/Green | pk | Sanford     | 83514     | SAN83514     | \$ 2.34 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |           |         |            |         |
|---|---|----|-----------|---------|------------|---------|
| 324   | Markers, Dry-erase, Black, Chisel Tip, Low Odor, No Squeak, Non-Toxic, 12/box | bx | Sanford   | 80001   | SAN80001   | \$ 6.03 |
| 325   | Marker, Mean Streak, White  | ea | Sharpie   | 85018   | SAN85018   | \$ 1.19 |
| 326   | Marker, Permanent, Bold Fine Tip, Black, 6/Pack                               | pk | Sanford   | 33666PP | SAN33666PP | \$ 3.82 |
| 327   | Marker, Permanent, Chisel Tip, Black, 12/bx                                   | bx | Universal | 07051   | UNV07051   | \$ 0.93 |
| 328   | Marker, Permanent, Extra-Fine Tip, Black, 12/bx                               | bx | Sanford   | 35001   | SAN35001   | \$ 4.75 |
| 329   | Marker, Permanent, Fine Tip, Black, 12/bx                                     | bx | Sanford   | 30001   | SAN30001   | \$ 6.36 |
| 331   | Markers, Permanent, Fine Tip, 12-Color, 12/box                                | pk | Sharpie   | 30072   | SAN30072   | \$ 4.63 |
| 332   | Marker, Permanent, Ultra Fine Tip, Black, 12/bx                               | bx | Sanford   | 37001   | SAN37001   | \$ 4.57 |
| 333   | Marker, Permanent, Ultra-Fine Tip, 12-Color, 12/pk                            | pk | Sharpie   | 37172   | SAN37172   | \$ 4.63 |
| 334   | Pen, Counterfeit Detector   | ea | Drimark   | 351B1   | DRI351B1   | \$ 1.26 |
| 335   | Pen, Retractable, Ballpoint, Fine, Black, 12/bx                               | bx | Pilot     | 32210   | PIL32210   | \$ 4.90 |
| 336   | Pen, Retractable, Ballpoint, Fine, Blue, 12/bx                                | bx | Pilot     | 32211   | PIL32211   | \$ 4.68 |
| 337   | Pen, Retractable, Ballpoint, Medium, Black, 12/bx                             | bx | Pilot     | 32220   | PIL32220   | \$ 4.68 |
| 338   | Pen, Retractable, Ballpoint, Medium, Blue, 12/bx                              | bx | Pilot     | 32221   | PIL32221   | \$ 4.68 |
| 339   | Pen, Retractable, Ballpoint, Medium, Red, 12/bx                               | bx | Pilot     | 32222   | PIL32222   | \$ 5.64 |
| 340   | Pen, Rollerball, Fine, Black, Uniball Onyx, 12/bx                             | bx | Sanford   | 60143   | SAN60143   | \$ 2.24 |
| 341   | Pen, Rollerball, Fine, Blue, Uniball Onyx, 12/bx                              | bx | Sanford   | 60145   | SAN60145   | \$ 2.28 |
| 342   | Pen, Rollerball, Fine, Red, Uniball Onyx, 12/bx                               | bx | Sanford   | 60144   | SAN60144   | \$ 2.30 |
| 343   | Pen, Rollerball, Micro, Black, Uniball Onyx, 12/bx                            | bx | Sanford   | 60040   | SAN60040   | \$ 2.22 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |   |    |           |         |            |          |
|-----|---|----|-----------|---------|------------|----------|
| 344 | Pen, Rollerball, Micro, Blue, Uniball Onyx, 12/bx | bx | Sanford   | 60041   | SAN60041   | \$ 2.22  |
| 345 | Pen, Rollerball, Micro, Red, Uniball Onyx, 12/bx  | bx | Sanford   | 60042   | SAN60042   | \$ 2.22  |
| 346 | Pen, Secure-A-Pen and Base, Black                 | ea | MMF       | 28904   | MMF28904   | \$ 2.49  |
| 347 | Refill, Secure-A-Pen, Black                       | ea | MMF       | 38704   | MMF28704   | \$ 0.73  |
| 348 | Pen, Stick, Ballpoint, Fine, Black, 12/bx         | bx | Sanford   | 85587   | PAP85587   | \$ 3.60  |
| 349 | Pen, Stick, Ballpoint, Fine, Blue, 12/bx          | bx | Sanford   | 85588   | PAP85588   | \$ 3.60  |
| 350 | Pen, Stick, Ballpoint, Medium, Black, 12/bx       | bx | Sanford   | 85585   | PAP85585   | \$ 3.54  |
| 351 | Pen, Stick, Ballpoint, Medium, Blue, 12/bx        | bx | Sanford   | 85586   | PAP85586   | \$ 3.60  |
| 352 | Pen, Stick, Ballpoint, Medium, Red, 12/bx         | bx | Sanford   | 85589   | PAP85589   | \$ 3.60  |
| 353 | Pencil, #2, 12/Pack                               | pk | Dixon     | 12872   | DIX12872   | \$ 3.19  |
| 354 | Pencil, Golf, #2, 12/Pack                         | pk | Universal | 24264   | UNV24264   | \$ 2.49  |
| 355 | Pencil, Mechanical, 0.5 MM, Eraser, 12/pk         | pk | Papermate | 74419   | PAP74419   | \$ 1.20  |
| 356 | Pencil, Mechanical, 0.7 MM, Eraser, 12/pk         | pk | Papermate | 3030131 | PAP3030131 | \$ 1.80  |
| 357 | Sharpener, Electric Pencil, Black                 | ea | EPI       | 1900    | EPI1900    | \$ 13.98 |

**Paper**

|     |   |    |       |       |             |          |
|-----|---|----|-------|-------|-------------|----------|
| 358 | Paper, Copy, 8.5 x 11", 20#, 92 US Brightness, 30% Recycled, 10 Reams/Case, White                 | cs | Boise | 86700 | CAS054901   | \$ 34.93 |
| 359 | Paper, Copy, 3-Hole Punched, 8.5 x 11", 20#, 92 US Brightness, 30% Recycled, 10 Reams/Case, White | cs | Boise | 86702 | CAS054901P  | \$ 42.22 |
| 360 | Paper, Copy, 8.5 x 14", 20#, 92 US Brightness, 30% Recycled, 10 Reams/Case, White                 | rm | Boise | 86704 | CAS054904RM | \$ 5.62  |

Office Supplies Core List Price Schedule

| <b>Mesa-SAVE/WIST Office Products Core Products List</b> |  |    |            |          |             |          |
|--|--|----|------------|----------|-------------|----------|
| 361  | Paper, Copy, 11 x 17", 20#, 92 US Brightness, 30% Recycled, 5 Reams/Case, White                                | rm | Boise      | 86750    | CAS054907RM | \$ 8.67  |
| 363  | Paper, Copy, 8.5 x 11", 20#, 92 US Brightness, Virgin, 10 Reams/Case, White                                    | cs | Value Plus | 00012    | VPO00012    | \$ 29.60 |
| 364  | Paper, Copy, 8.5 x 14", 20#, 92 US Brightness, Virgin, 10 Reams/Case, White                                    | cs | Boise      | 00013    | CASOX9004   | \$ 48.44 |
| 365  | Paper, Copy, 11 x 17", 20#, 92 US Brightness, Virgin, 5 Reams/Case, White                                      | cs | Boise      | 00014    | CASOX9007   | \$ 41.92 |
| 366  | Paper, Copy, 3-Hole Punched, 8.5 x 11", 3-Hole Punched, 20#, 92 US Brightness, Virgin, 10 Reams/Case, White    | cs | Boise      | 851031   | CASOX9001P  | \$ 35.74 |
| 367  | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Blue   | rm | Boise      | MP2201BE | CASMP2201BE | \$ 2.88  |
| 368  | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Green  | rm | Boise      | 2201GN   | CASMP2201GN | \$ 2.88  |
| 369  | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Lilac  | rm | Boise      | 2201LV   | CASMP2201LV | \$ 2.88  |
| 370  | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Pink   | rm | Boise      | 2201PK   | CASMP2201PK | \$ 2.88  |
| 371  | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Yellow   | rm | Boise      | 2201CY   | CASMP2201CY | \$ 2.88  |
| 372  | Paper, Copy, 8.5 x 11", 24#, 113 D65 Brightness, 500 Sheets/Ream, White  | rm | Hammermill | 104604   | HAM104604   | \$ 4.15  |
| 374  | Paper, Copy, 8.5 x 11", 28#, 98 TAPPI Brightness, Super Smooth Finish for Color Copies, 500 Sheets/Ream, White | rm | Hammermill | 102467   | HAM102467   | \$ 5.74  |
| 375  | Paper, Brights, 8.5 x 11", 24#, 20% Recycled, 500 Sheets/Pkg, Lime Green                                       | pk | Boise      | MP2241LE | CASMP2241LE | \$ 4.60  |
| 376  | Paper, Card Stock, 8.5 x 11", 65#, 96 TAPPI Brightness, Smooth Finish, 250/Pack, White                         | pk | Wausau     | 82211    | WAU82211    | \$ 3.54  |
| 377  | Paper, Vellum Cover Stock, 8.5 x 11", 67#, 250/Pack, White   | pk | Wausau     | 82318    | WAU82318    | \$ 5.68  |
| 378  | Paper, Card Stock, 8.5 x 11", 90#, 30% Recycled, 250/Pack, White   | pk | Wausau     | 49311    | WAU49311    | \$ 4.31  |
| <b><u>Classroom Supplies</u></b>                         |  |    |            |          |             |          |
| 379  | Brush, Acrylic Paint, 1", Flat, Wood Handle  | dz | Leonard    | 73599    | LEO73599    | \$ 5.77  |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |                |         |           |         |
|---|---|----|----------------|---------|-----------|---------|
| 380   | Brush, Acrylic Paint, 1/2", Flat, Wood Handle   | dz | Leonard        | 73550   | LEO73550  | \$ 3.07 |
| 381   | Brush, Watercolor, #7, Round, Camel Hair, Wood Handle   | dz | Leonard        | 73507   | LEO73507  | \$ 2.59 |
| 382   | Brush, Watercolor, #12, Round, Camel Hair, Wood Handle  | dz | Leonard        | 73512   | LEO73512  | \$ 3.50 |
| 383   | Brush, Watercolor, #2, Round, Camel Hair, Wood Handle   | dz | Leonard        | 73502   | LEO73502  | \$ 1.62 |
| 384   | Brush, Watercolor, #4, Round, Camel Hair, Wood Handle   | dz | Leonard        | 73504   | LEO73504  | \$ 2.22 |
| 385   | Chalk, Chalkboard, Dustless, Assorted Colors, 10 pieces/pk  | pk | Binney & Smith | 510816  | BIN510816 | \$ 0.41 |
| 386   | Chalk, Chalkboard, Dustless, White, 12 pieces/pk  | pk | Binney & Smith | 501402  | BIN501402 | \$ 0.41 |
| 387   | Chalk, Sidewalk, Assorted Colors, 4" x 1" , 15 pieces per package                                       | pk | Binney & Smith | 511515  | BIN511515 | \$ 3.39 |
| 388   | Clay, Modeling, 4 Assorted Colors: Red, Yellow, Blue, Green, 1 lb. Box                                  | bx | Prang          | 00740   | DIX00740  | \$ 0.92 |
| 389   | Craft Sticks, Assorted Colors, 6" x 3/4", 500 pieces per box  | bx | Pacon          | 25370   | PAC25370  | \$ 3.50 |
| 390   | Craft Sticks, Wooden, Natural Color, 4- 1/4" X 3/8", 1,000 pieces per box                               | bx | Pacon          | 25350   | PAC25350  | \$ 2.91 |
| 391   | Crayons, Regular, 64-Count w/Sharpener In Tuck Box, <b>No Sub</b>                                       | bx | Binney & Smith | 52-064D | BIN52064D | \$ 2.88 |
| 392   | Crayons, Construction Paper, 16-Count, <b>(Discontinued by Manufacture, consider BIN520016 @ .96 bx</b> | bx | Binney & Smith | 52-5816 | BIN525816 | \$ 1.95 |
| 393   | Crayons, Glitter, Regular, 16-Count, <b>No Sub</b>  | bx | Binney & Smith | 52-3716 | BIN523716 | \$ 1.35 |
| 394   | Crayons, Large, 8-Count, <b>No Sub</b>  | bx | Binney & Smith | 52-0080 | BIN520080 | \$ 1.25 |
| 395   | Crayons, Large, Multicultural, 8-Count, <b>No Sub</b>   | bx | Binney & Smith | 52-080W | BIN52080W | \$ 1.25 |
| 396   | Crayons, Primary Colors, 8-Count, <b>No Sub</b>   | bx | Binney & Smith | 52-0008 | BIN520008 | \$ 0.49 |
| 397   | Crayons, Regular, 16-Count, <b>No Sub</b>   | bx | Binney & Smith | 52-0016 | BIN520016 | \$ 0.95 |
| 398   | Crayons, Regular, 24-Count, <b>No Sub</b>   | bx | Binney & Smith | 52-0024 | BIN520024 | \$ 1.22 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |                |            |            |          |
|---|---|----|----------------|------------|------------|----------|
| 399   | Crayons, Regular, Multicultural, 8-Count, <b>No Sub</b>   | bx | Binney & Smith | 52-008W    | BIN52008W  | \$ 0.49  |
| 400   | Glitter, Plastic Shaker Jar, Blue, 16 oz per each   | ea | Spectra        | 91750      | PAC91750   | \$ 4.50  |
| 401   | Glitter, Plastic Shaker Jar, Gold, 16 oz per each   | ea | Spectra        | 91780      | PAC91780   | \$ 4.50  |
| 402   | Glitter, Plastic Shaker Jar, Green, 16 oz per each  | ea | Spectra        | 91760      | PAC91760   | \$ 4.50  |
| 403   | Glitter, Plastic Shaker Jar, Red, 16 oz per each  | ea | Spectra        | 91740      | PAC91740   | \$ 4.50  |
| 404   | Glitter, Plastic Shaker Jar, Silver, 16 oz per each   | ea | Spectra        | 91710      | PAC91710   | \$ 4.50  |
| 405   | Glue Stick, Approx. 1.4 oz, Purple/Dries Clear, 12/pk   | pk | Leonard        | 94530      | LEO94530   | \$ 0.45  |
| 406   | Glue Stick, Washable, Acid-Free, Approx. .29 oz., 24/pk   | pk | 3M             | 600824S    | MMM600824S | \$ 5.15  |
| 407   | Glue, Roll-On   | ea | Pentel         | ER101      | PENER101   | \$ 1.09  |
| 408   | Glue, School, Washable, White/Clear Dry, 128 oz., <b>No Sub</b>   | ea | Elmer's        | E340       | EPIE340NR  | \$ 6.70  |
| 409   | Glue, School, Washable, White/Clear Dry, 4 oz., <b>No Sub</b>   | ea | Elmer's        | E304       | EPIE304NR  | \$ 0.58  |
| 410   | Glue, School, Washable, White/Clear Dry, 8 oz., <b>No Sub</b>   | ea | Elmer's        | E308       | EPIE308NR  | \$ 0.93  |
| 411   | Ink, India, Waterproof, Black, 1 oz.  | ea | Sanford        | 44201      | HIG44201   | \$ 0.89  |
| 412   | Markers, Broad, Chisel, Felt-Tip, Assorted Colors, Permanent, 8 per set                                       | st | Binney & Smith | 58-58-7808 | BIN587808  | \$ 2.42  |
| 413   | Markers, Broad, Chisel, Felt-Tip, Purple, Non-toxic, Permanent, 12/pk   | dz | Avery          | 08884      | AVE08884   | \$ 3.96  |
| 414   | Markers, Broadline, NonWashable, 16 Colors, Classpack, 256 per pack   | pk | Binney & Smith | 58-8201    | BIN588201  | \$ 49.56 |
| 415   | Markers, Broadline, Washable, 8 colors, Classpack, 200 per pk   | pk | Binney & Smith | 58-8200    | BIN588200  | \$ 53.40 |
| 416   | Markers, Conical-Tip, Tropical Colors, 8/set, <b>(Discontinued by Manufacture consider BIN57808 @2.42 bx.</b> | st | Binney & Smith | 58-7716    | BIN587716  | \$ 2.42  |
| 417   | Markers, Fine-Line, Washable, 10 colors, Classpack, 200 per pk  | pk | Binney & Smith | 58-8211    | BIN588211  | \$ 55.64 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |   |    |                |               |              |          |
|---|---|----|----------------|---------------|--------------|----------|
| 418   | Markers, Thin-Line, Washable, 10 colors, Classpack, 200 per pk  | pk | Binney & Smith | 58-8210       | BIN588210    | \$ 44.50 |
| 419   | Markers, Water Color, Unscented, 12-Color Set                   | st | Sanford        | 22672         | SAN22672     | \$ 3.42  |
| 420   | Markers, Wedge-Tip, Washable, 8-Color, 8/pk                     | pk | Crayola        | 58-7208       | BIN587808    | \$ 2.42  |
| 421   | Paint Set, Watercolor, 8-Color Set with Brush <b>No Subs</b>    | st | Binney & Smith | 53-0080       | BIN530080    | \$ 2.54  |
| 422   | Paint, Finger, Washable, Black, 1 qt Container                  | ea | Binney & Smith | 55-1332-051   | BIN551316051 | \$ 3.67  |
| 423   | Paint, Finger, Washable, Blue, 1 qt Container                   | ea | Binney & Smith | 55-1332-1-042 | BIN551316042 | \$ 3.67  |
| 424   | Paint, Finger, Washable, Green, 1 qt Container                  | ea | Binney & Smith | 55-1332-1-044 | BIN551316044 | \$ 3.67  |
| 425   | Paint, Finger, Washable, Yellow, 1 qt Container                 | ea | Binney & Smith | 55-1332-1-034 | BIN551316034 | \$ 3.67  |
| 426   | Paint, Tempera, Black, 16 oz. per Container, <b>No Sub</b>      | ea | Binney & Smith | 54-3115-51    | BIN543115051 | \$ 2.03  |
| 427   | Paint, Tempera, Brown, 16 oz. per Container, <b>No Sub</b>      | ea | Binney & Smith | 54-3115-07    | BIN543115007 | \$ 2.03  |
| 428   | Paint, Tempera, Green, 16 oz. per Container, <b>No Sub</b>      | ea | Binney & Smith | 54-3115-44    | BIN543115044 | \$ 2.03  |
| 429   | Paint, Tempera, Magenta, 16 oz. per Container, <b>No Sub</b>    | ea | Binney & Smith | 54-3115-069   | BIN543115069 | \$ 2.03  |
| 430   | Paint, Tempera, Orange, 16 oz. per Container, <b>No Sub</b>     | ea | Binney & Smith | 54-3115-36    | BIN543115036 | \$ 2.03  |
| 431   | Paint, Tempera, Peach, 16 oz. per Container, <b>No Sub</b>      | ea | Binney & Smith | 54-3115-033   | BIN543115033 | \$ 2.03  |
| 432   | Paint, Tempera, Red, 16 oz. per Container, <b>No Sub</b>        | ea | Binney & Smith | 54-3115-38    | BIN543115038 | \$ 2.03  |
| 433   | Paint, Tempera, Violet, 16 oz. per Container, <b>No Sub</b>     | ea | Binney & Smith | 54-3115-40    | BIN543115040 | \$ 2.03  |
| 434   | Paint, Tempera, Turquoise, 16 oz. per Container, <b>No Sub</b>  | ea | Binney & Smith | 54-3115-048   | BIN543115048 | \$ 2.03  |
| 435   | Paint, Tempera, Ultra Blue, 16 oz. per Container, <b>No Sub</b> | ea | Binney & Smith | 54-3115-42    | BIN543115042 | \$ 2.03  |
| 436   | Paint, Tempera, White, 16 oz. per Container, <b>No Sub</b>      | ea | Binney & Smith | 54-3115-53    | BIN543115053 | \$ 2.03  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |   |    |                |             |               |          |
|-----|---|----|----------------|-------------|---------------|----------|
| 437 | Paint, Tempera, Yellow, 16 oz. per Container, <b>No Sub</b>                     | ea | Binney & Smith | 54-3115-34  | BIN543115034  | \$ 2.03  |
| 438 | Paper, Contact, 24" x 50 ft, Clear  | ea | Avery          | 73610       | AVE73610      | \$ 26.10 |
| 439 | Paper, Drawing, 12" x 18", Manila, 60#, 500 per pack                            | pk | Spectra        | 4212        | PAC4212       | \$ 10.35 |
| 440 | Paper, Drawing, 12" x 18", White 60#, 500 per pack                              | pk | Spectra        | 4712        | PAC4712       | \$ 12.00 |
| 441 | Paper, Drawing, 9" x 12", Manila, 60#, 500 per pack                             | pk | Spectra        | 4209        | PAC4209       | \$ 5.32  |
| 442 | Paper, Drawing, 9" x 12", White 60#, 500 per pack                               | pk | Spectra        | 4709        | PAC4709       | \$ 6.01  |
| 443 | Paper, Tissue 20" x 30", 20-Colors, 20 per pack                                 | pk | Spectra        | 58506       | PAC58506      | \$ 1.67  |
| 444 | Paper, Tissue 20" x 30", 20-Colors, 100 per pack                                | pk | Spectra        | 58516       | PAC58516      | \$ 6.00  |
| 445 | Pencil, 50 Assorted Colors, 3.3mm Lead, 7", Art-Quality, 50 per set             | st | Binney & Smith | 68-4050     | BIN684050     | \$ 5.54  |
| 446 | Pencil, Art, Thick Lead, Professional, 48 Assorted Colors, 48 per set           | st | Sanford        | 3598        | SAN3598T      | \$ 30.74 |
| 447 | Pencil, Colored, 12 Assorted Colors, 3.3mm Lead, 7", Art-Quality, 12 per set    | st | Papermate      | 5012FY      | PAP5012FY     | \$ 0.83  |
| 448 | Pencil, Colored, 8 Multicultural Colors, 3.3mm Lead, 7", Art-Quality, 8 per set | st | Binney & Smith | 68-4208     | BIN684208     | \$ 1.09  |
| 449 | Pencil, Elementary School, w/Eraser   | dz | Dixon          | 13304       | DIX13304      | \$ 1.09  |
| 450 | Pencil, Water Color, Set of 12  | st | Binney & Smith | 68-4302     | BIN684302     | \$ 2.15  |
| 451 | Scissors, Student, 5" Long, Blunt Tip, Right or Left-Handed Use                 | ea | Fiskars        | 94167097    | FSK94167097   | \$ 0.98  |
| 452 | Scissors, Student, 5" Long, Pointed Tip, Right or Left-Handed Use               | ea | Fiskars        | 94307097    | FSK94307097   | \$ 0.98  |
| 453 | Scissors, Student, 7" Long, Right or Left-Handed Use                            | ea | Fiskars        | 12-94587097 | FSK1294587097 | \$ 0.98  |
| 454 | Stems, Chenille, 12", Assorted Colors, 100/pk                                   | pk | Leonard        | 65400       | LEO65400      | \$ 0.81  |
| 455 | Stems, Chenille, 12", White, 100/pk   | pk | Leonard        | 65435       | LEO65435      | \$ 0.81  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

**New Ink and Toner Cartridges (ORIGINAL EQUIPMENT ONLY - NO SUBSTITUTES)**

|     |                                    |    |         |            |             |          |
|-----|------------------------------------|----|---------|------------|-------------|----------|
| 456 | Drum Unit, Black                   | ea | Brother | DR350      | BRTDR350    | \$ 72.17 |
| 457 | Drum Unit, Black                   | ea | Brother | DR400      | BRTDR400    | \$ 80.05 |
| 458 | Drum Unit, Black                   | ea | Brother | TN430      | BRTTN430    | \$ 39.46 |
| 459 | Drum Unit, High Yield, Black       | ea | Brother | TN460      | BRTTN460    | \$ 55.36 |
| 460 | Ink Cartridge, Black               | ea | Brother | LC41BK     | BRTL41BK    | \$ 14.48 |
| 461 | Toner Cartridge, Black             | ea | Brother | TN250      | BRTTN250    | \$ 22.14 |
| 462 | Toner Cartridge, Black             | ea | Brother | TN350      | BRTTN350    | \$ 39.46 |
| 463 | Toner Cartridge, Black             | ea | Brother | TN430      | BRTTN430    | \$ 39.46 |
| 464 | Toner Cartridge, Black             | ea | Brother | TN5000PF   | BRTTN5000PF | \$ 24.19 |
| 465 | Toner Cartridge, Black Fax         | ea | Brother | PC201      | BRTPC201    | \$ 19.42 |
| 466 | Toner Cartridge, High Yield, Black | ea | Brother | TN460      | BRTTN460    | \$ 55.36 |
| 467 | Ink Cartridge, Black               | ea | Canon   | 0620B002AA | CNMCLI8BK   | \$ 12.92 |
| 468 | Ink Cartridge, Cyan                | ea | Canon   | 0621B002AA | CNMCLI8C    | \$ 13.21 |
| 469 | Ink Cartridge, Magenta             | ea | Canon   | 0622B002AA | CNMCLI8M    | \$ 13.21 |
| 470 | Ink Cartridge, Yellow              | ea | Canon   | 0623B002AA | CNMCLI8Y    | \$ 13.21 |
| 471 | Ink Cartridge, Photo, Cyan         | ea | Canon   | 0624B002AA | CNMCLI8PC   | \$ 13.21 |
| 472 | Ink Cartridge, Photo, Magenta      | ea | Canon   | 0625B002AA | CNMCLI8PM   | \$ 13.21 |

Office Supplies Core List Price Schedule

| Mesa-SAVE/WIST Office Products Core Products List |                                   |    |        |             |             |           |
|---|-----------------------------------|----|--------|-------------|-------------|-----------|
| 473   | Ink Cartridge, Black 3/Pack       | pk | Canon  | BCI-10BK    | CNMBCI10    | \$ 13.73  |
| 474   | Toner Cartridge, Black            | ea | Canon  | 0264B001AA  | CNM0264B001 | \$ 104.76 |
| 475   | Toner Cartridge, Black            | ea | Canon  | 7833A001AA  | CNMS35      | \$ 79.05  |
| 476   | Toner Cartridge, Black            | ea | Canon  | M1491A002AA | CNME40      | \$ 79.95  |
| 477   | Toner Cartridge, Black            | ea | Canon  | M6812A001AA | CNML50      | \$ 90.00  |
| 478   | Toner Cartridge, Black            | ea | Canon  | MFX-1       | NUKLT78R    | \$ 28.06  |
| 479   | Ink Cartridge, Black              | ea | Compaq | 13400HC     | LEX13400HC  | \$ 33.21  |
| 480   | Ink Cartridge, Color              | ea | Epson  | T009201     | EPST009201  | \$ 20.48  |
| 481   | Drum Kit, Color                   | ea | HP     | C4153A      | HEWC4153A   | \$ 133.23 |
| 482   | Drum Kit, Color                   | ea | HP     | C4195A      | HEWC4195A   | \$ 69.64  |
| 483   | Ink Cartridge, #02, Black         | ea | HP     | C8721WN     | HEWC8721WN  | \$ 15.42  |
| 484   | Ink Cartridge, #02, Cyan          | ea | HP     | C8771WN     | HEWC8771WN  | \$ 8.05   |
| 485   | Ink Cartridge, #02, Light Cyan    | ea | HP     | C8774WN     | HEWC8774WN  | \$ 8.05   |
| 486   | Ink Cartridge, #02, Light Magenta | ea | HP     | C8775WN     | HEWC8775WN  | \$ 8.05   |
| 487   | Ink Cartridge, #02, Magenta       | ea | HP     | C8772WN     | HEWC8772WN  | \$ 7.27   |
| 488   | Ink Cartridge, #02, Yellow        | ea | HP     | C8773WN     | HEWC8773WN  | \$ 8.05   |
| 489   | Ink Cartridge, #10, Black         | ea | HP     | C4844A      | HEWC4844A   | \$ 28.97  |
| 490   | Ink Cartridge, #11, Cyan          | ea | HP     | C4836A      | HEWC4836A   | \$ 28.69  |
| 491   | Ink Cartridge, #11, Magenta       | ea | HP     | C4837A      | HEWC4837A   | \$ 28.69  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |                                |    |    |         |            |          |
|-----|--------------------------------|----|----|---------|------------|----------|
| 492 | Ink Cartridge, #11, Yellow     | ea | HP | C4838A  | HEWC4838A  | \$ 28.69 |
| 493 | Ink Cartridge, #110, Tri-Color | ea | HP | CB304AN | HEWCB304AN | \$ 15.90 |
| 494 | Ink Cartridge, #12, Cyan       | ea | HP | C4804A  | HEWC4804A  | \$ 52.06 |
| 495 | Ink Cartridge, #12, Magenta    | ea | HP | C4805A  | HEWC4805A  | \$ 52.06 |
| 496 | Ink Cartridge, #12, Yellow     | ea | HP | C4806A  | HEWC4806A  | \$ 52.06 |
| 497 | Ink Cartridge, #15, Black      | ea | HP | C6615DN | HEWC6615DN | \$ 23.10 |
| 498 | Ink Cartridge, #20, Black      | ea | HP | C6614D  | HEWC6614D  | \$ 24.57 |
| 499 | Ink Cartridge, #21, Black      | ea | HP | C9351AN | HEWC9351AN | \$ 10.72 |
| 500 | Ink Cartridge, #22, Tri-Color  | ea | HP | C9352AN | HEWC9352AN | \$ 15.08 |
| 501 | Ink Cartridge, #27, Black      | ea | HP | C8727AN | HEWC8727AN | \$ 15.73 |
| 502 | Ink Cartridge, #29, Black      | ea | HP | 51629A  | HEW51629A  | \$ 26.33 |
| 503 | Ink Cartridge, #40, Black      | ea | HP | 51640A  | HEW51640A  | \$ 27.08 |
| 504 | Ink Cartridge, #44, Cyan       | ea | HP | 51644C  | HEW51644C  | \$ 27.76 |
| 505 | Ink Cartridge, #44, Magenta    | ea | HP | 51644M  | HEW51644M  | \$ 27.76 |
| 506 | Ink Cartridge, #44, Yellow     | ea | HP | 51644Y  | HEW51644Y  | \$ 27.76 |
| 507 | Ink Cartridge, #45, Black      | ea | HP | 51645A  | HEW51645A  | \$ 27.34 |
| 508 | Ink Cartridge, #56, Black      | ea | HP | C6656AN | HEWC6656AN | \$ 18.33 |
| 509 | Ink Cartridge, #57, Tri-Color  | ea | HP | C6657AN | HEWC6657AN | \$ 29.33 |
| 510 | Ink Cartridge, #74, Black      | ea | HP | CB335WN | HEWCB335WN | \$ 10.72 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |  |    |    |         |            |           |
|-----|--|----|----|---------|------------|-----------|
| 511 | Ink Cartridge, #75, Tri-Color            | ea | HP | CB337WN | HEWCB337WN | \$ 13.62  |
| 512 | Ink Cartridge, #78, Plus-Size, Tri-Color | ea | HP | CB277AN | HEWCB277AN | \$ 32.34  |
| 513 | Ink Cartridge, #78, Tri-Color            | ea | HP | C6578DN | HEWC6578DN | \$ 29.33  |
| 514 | Ink Cartridge, #88, Black                | ea | HP | C9385AN | HEWC9385AN | \$ 17.61  |
| 515 | Ink Cartridge, #88, Cyan                 | ea | HP | C9386AN | HEWC9386AN | \$ 11.74  |
| 516 | Ink Cartridge, #88, High Yield, Black    | ea | HP | C9396AN | HEWC9396AN | \$ 27.13  |
| 517 | Ink Cartridge, #88, Magenta              | ea | HP | C9387AN | HEWC9387AN | \$ 11.74  |
| 518 | Ink Cartridge, #88, Yellow               | ea | HP | C9388AN | HEWC9388AN | \$ 11.74  |
| 519 | Ink Cartridge, #92, Black                | ea | HP | C9362WN | HEWC9362WN | \$ 10.72  |
| 520 | Ink Cartridge, #93, Tri-Color            | ea | HP | C9361WN | HEWC9361WN | \$ 16.33  |
| 521 | Ink Cartridge, #94 Black                 | ea | HP | C8765WN | HEWC8765WN | \$ 17.98  |
| 522 | Ink Cartridge, #95 Tri-Color             | ea | HP | C8766WN | HEWC8766WN | \$ 19.19  |
| 523 | Ink Cartridge, #96, Large, Black         | ea | HP | C8767WN | HEWC8767WN | \$ 25.46  |
| 524 | Ink Cartridge, #97, Large, Tri-Color     | ea | HP | C9363WN | HEWC9363WN | \$ 28.48  |
| 525 | Ink Cartridge, #98, Black                | ea | HP | C9364WN | HEWC9364WN | \$ 16.72  |
| 526 | Ink Cartridge, #99, Photo                | ea | HP | C9369WN | HEWC9369WN | \$ 19.73  |
| 527 | Kit, Ink Cartridge, Black                | ea | HP | C4890A  | HEWC4890A  | \$ 156.84 |
| 528 | Kit, Ink Cartridge, Cyan                 | ea | HP | C4891A  | HEWC4891A  | \$ 156.84 |
| 529 | Kit, Ink Cartridge, Magenta              | ea | HP | C4892A  | HEWC4892A  | \$ 156.84 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |  |    |    |        |           |           |
|-----|--|----|----|--------|-----------|-----------|
| 530 | Kit, Ink Cartridge, Yellow   | ea | HP | C4893A | HEWC4893A | \$ 156.84 |
| 531 | Printhead, #11, Black  | ea | HP | C4810A | HEWC4810A | \$ 26.57  |
| 532 | Printhead, #11, Cyan   | ea | HP | C4811A | HEWC4811A | \$ 26.57  |
| 533 | Printhead, #11, Magenta  | ea | HP | C4812A | HEWC4812A | \$ 26.57  |
| 534 | Printhead, #11, Yellow   | ea | HP | C4813A | HEWC4813A | \$ 26.57  |
| 535 | Toner Cartridge, Black   | ea | HP | 92298A | HEW92298A | \$ 84.58  |
| 536 | Toner Cartridge, High Yield, Black, <b>Discontinued by Manufacture</b> | ea | HP | 92298X | HEW92298X | \$ 84.46  |
| 537 | Toner Cartridge, Black   | ea | HP | C3903A | HEWC3903A | \$ 72.10  |
| 538 | Toner Cartridge, Black   | ea | HP | C3906A | HEWC3906A | \$ 54.66  |
| 539 | Toner Cartridge, Black   | ea | HP | C3909A | HEWC3909A | \$ 154.72 |
| 540 | Toner Cartridge, Black   | ea | HP | C4092A | HEWC4092A | \$ 47.84  |
| 541 | Toner Cartridge, Black   | ea | HP | C4096A | HEWC4096A | \$ 77.06  |
| 542 | Toner Cartridge, Black   | ea | HP | C4127A | HEWC4127A | \$ 76.41  |
| 543 | Toner Cartridge, Black   | ea | HP | C4127X | HEWC4127X | \$ 98.51  |
| 544 | Toner Cartridge, High Yield, Black                                     | ea | HP | C4129X | HEWC4129X | \$ 126.22 |
| 545 | Toner Cartridge, Black   | ea | HP | C4149A | HEWC4149A | \$ 96.31  |
| 546 | Toner Cartridge, Cyan  | ea | HP | C4150A | HEWC4150A | \$ 149.72 |
| 547 | Toner Cartridge, Magenta   | ea | HP | C4151A | HEWC4151A | \$ 149.72 |
| 548 | Toner Cartridge, Yellow  | ea | HP | C4152A | HEWC4152A | \$ 149.72 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |                                    |    |    |        |           |           |
|-----|------------------------------------|----|----|--------|-----------|-----------|
| 549 | Toner Cartridge, High Yield, Black | ea | HP | C4182X | HEWC4182X | \$ 145.20 |
| 550 | Toner Cartridge, Black             | ea | HP | C4191A | HEWC4191A | \$ 76.87  |
| 551 | Toner Cartridge, Cyan              | ea | HP | C4192A | HEWC4192A | \$ 112.28 |
| 552 | Toner Cartridge, Magenta           | ea | HP | C4193A | HEWC4193A | \$ 112.28 |
| 553 | Toner Cartridge, Yellow            | ea | HP | C4194A | HEWC4194A | \$ 112.28 |
| 554 | Toner Cartridge, Black             | ea | HP | C7115A | HEWC7115A | \$ 47.12  |
| 555 | Toner Cartridge, High Yield, Black | ea | HP | C7115X | HEWC7115X | \$ 65.19  |
| 556 | Toner Cartridge, Black             | ea | HP | C8061A | HEWC8061A | \$ 84.69  |
| 557 | Toner Cartridge, High Yield, Black | ea | HP | C8061X | HEWC8061X | \$ 109.10 |
| 558 | Toner Cartridge, High Yield, Black | ea | HP | C8543X | HEWC8543X | \$ 236.99 |
| 559 | Toner Cartridge, Black             | ea | HP | C9720A | HEWC9720A | \$ 133.68 |
| 560 | Toner Cartridge, Cyan              | ea | HP | C9721A | HEWC9721A | \$ 178.84 |
| 561 | Toner Cartridge, Yellow            | ea | HP | C9722A | HEWC9722A | \$ 178.84 |
| 562 | Toner Cartridge, Magenta           | ea | HP | C9723A | HEWC9723A | \$ 180.58 |
| 563 | Toner Cartridge, Black             | ea | HP | C9730A | HEWC9730A | \$ 193.24 |
| 564 | Toner Cartridge, Cyan              | ea | HP | C9731A | HEWC9731A | \$ 270.93 |
| 565 | Toner Cartridge, Yellow            | ea | HP | C9732A | HEWC9732A | \$ 270.93 |
| 566 | Toner Cartridge, Magenta           | ea | HP | C9733A | HEWC9733A | \$ 270.93 |
| 567 | Toner Cartridge, Black             | ea | HP | Q1339A | HEWQ1339A | \$ 173.33 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |                                    |    |    |        |           |           |
|-----|------------------------------------|----|----|--------|-----------|-----------|
| 568 | Toner Cartridge, Black             | ea | HP | Q2610A | HEWQ2610A | \$ 92.69  |
| 569 | Toner Cartridge, Black             | ea | HP | Q2612A | HEWQ2612A | \$ 60.22  |
| 570 | Toner Cartridge, Black             | ea | HP | Q5942A | HEWQ5942A | \$ 126.95 |
| 571 | Toner Cartridge, High Yield, Black | ea | HP | Q5942X | HEWQ5942X | \$ 193.97 |
| 572 | Toner Cartridge, Black             | ea | HP | Q5950A | HEWQ5950A | \$ 152.82 |
| 573 | Toner Cartridge, Cyan              | ea | HP | Q5951A | HEWQ5951A | \$ 215.21 |
| 574 | Toner Cartridge, Yellow            | ea | HP | Q5952A | HEWQ5952A | \$ 215.21 |
| 575 | Toner Cartridge, Magenta           | ea | HP | Q5953A | HEWQ5953A | \$ 215.21 |
| 576 | Toner Cartridge, Black             | ea | HP | Q6000A | HEWQ6000A | \$ 58.14  |
| 577 | Toner Cartridge, Cyan              | ea | HP | Q6001A | HEWQ6001A | \$ 63.46  |
| 578 | Toner Cartridge, Yellow            | ea | HP | Q6002A | HEWQ6002A | \$ 63.46  |
| 579 | Toner Cartridge, Magenta           | ea | HP | Q6003A | HEWQ6003A | \$ 63.46  |
| 580 | Toner Cartridge, Black             | ea | HP | Q6470A | HEWQ6470A | \$ 112.66 |
| 581 | Toner Cartridge, Cyan              | ea | HP | Q6471A | HEWQ6471A | \$ 101.38 |
| 582 | Toner Cartridge, Yellow            | ea | HP | Q6472A | HEWQ6472A | \$ 101.38 |
| 583 | Toner Cartridge, Magenta           | ea | HP | Q6473A | HEWQ6473A | \$ 101.38 |
| 584 | Toner Cartridge, Black             | ea | HP | Q6511A | HEWQ6511A | \$ 95.30  |
| 585 | Toner Cartridge, Black             | ea | HP | Q7551A | HEWQ7551A | \$ 99.70  |
| 586 | Toner Cartridge, Black             | ea | HP | Q7553A | HEWQ7553A | \$ 69.19  |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |                                    |    |           |          |             |           |
|-----|------------------------------------|----|-----------|----------|-------------|-----------|
| 587 | Toner Cartridge, Cyan              | ea | HP        | Q7581A   | HEWQ7581A   | \$ 146.31 |
| 588 | Toner Cartridge, Yellow            | ea | HP        | Q7582A   | HEWQ7582A   | \$ 146.31 |
| 589 | Toner Cartridge, Magenta           | ea | HP        | Q7583A   | HEWQ7583A   | \$ 146.31 |
| 590 | Toner Cartridge, High Yield, Black | ea | Lexmark   | 12A7462  | LEX12A7462  | \$ 234.12 |
| 591 | Toner Cartridge, Black, 2/Bx       | bx | Minolta   | 35023761 | IVR35023761 | \$ 38.15  |
| 592 | Toner Cartridge, Black             | ea | Panasonic | KX-FA83A | PANKXFA83   | \$ 30.57  |
| 577 | Toner Cartridge, Cyan              | ea | HP        | Q6001A   | HEWQ6001A   | \$ 38.15  |
| 578 | Toner Cartridge, Yellow            | ea | HP        | Q6002A   | HEWQ6002A   | \$ 30.57  |
| 579 | Toner Cartridge, Magenta           | ea | HP        | Q6003A   | HEWQ6003A   | \$ 3.60   |
| 580 | Toner Cartridge, Black             | ea | HP        | Q6470A   | HEWQ6470A   | \$ 112.66 |
| 581 | Toner Cartridge, Cyan              | ea | HP        | Q6471A   | HEWQ6471A   | \$ 101.38 |
| 582 | Toner Cartridge, Yellow            | ea | HP        | Q6472A   | HEWQ6472A   | \$ 101.38 |
| 583 | Toner Cartridge, Magenta           | ea | HP        | Q6473A   | HEWQ6473A   | \$ 101.38 |
| 584 | Toner Cartridge, Black             | ea | HP        | Q6511A   | HEWQ6511A   | \$ 95.30  |
| 585 | Toner Cartridge, Black             | ea | HP        | Q7551A   | HEWQ7551A   | \$ 99.70  |
| 586 | Toner Cartridge, Black             | ea | HP        | Q7553A   | HEWQ7553A   | \$ 69.19  |
| 587 | Toner Cartridge, Cyan              | ea | HP        | Q7581A   | HEWQ7581A   | \$ 146.31 |
| 588 | Toner Cartridge, Yellow            | ea | HP        | Q7582A   | HEWQ7582A   | \$ 146.31 |
| 589 | Toner Cartridge, Magenta           | ea | HP        | Q7583A   | HEWQ7583A   | \$ 146.31 |

Office Supplies Core List Price Schedule

**Mesa-SAVE/WIST Office Products Core Products List**

|     |                                    |    |           |          |             |           |
|-----|------------------------------------|----|-----------|----------|-------------|-----------|
| 590 | Toner Cartridge, High Yield, Black | ea | Lexmark   | 12A7462  | LEX12A7462  | \$ 234.12 |
| 591 | Toner Cartridge, Black, 2/Bx       | bx | Minolta   | 35023761 | IVR35023761 | \$ 38.15  |
| 592 | Toner Cartridge, Black             | ea | Panasonic | KX-FA83A | PANKXFA83   | \$ 30.57  |



**City of Mesa, Arizona**  
 Purchasing Division  
 20 East Main Street, Suite 400  
 PO Box 1466  
 Mesa Arizona 85211-1466

**CONTRACT AMENDMENT NUMBER 002**

**Contract Number: 2009104**  
**Stockless Office and Classroom Supplies**

**Contractor: Wist Office Products**

**Amendment Summary:** Approval of Requested Price Increase

**In accordance with the provisions of the aforementioned contract, the contract is amended as follows:**

This amendment is in response to your email request for a price increase dated February 22, 2011, as shown on the attached "Updated Core List" spreadsheet. As your request meets the pricing adjustment criteria listed in the bid, the City of Mesa is in approval.

Prices will be effective March 1, 2011.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

| Contractor  | City of Mesa  |
|---|---|
| Contractor hereby acknowledges receipt and agreement with the amendment.  | This contract amendment is hereby executed.   |
| <br>Authorized Signature <span style="float: right;">3/7/11</span><br>Date | <br>Authorized Signature <span style="float: right;">3/14/11</span><br>Date |
| <u>Bill Strait</u><br>Printed Name and Title  | <u>Edward Quedens, Business Services Director</u><br>Printed Name and Title   |



**City of Mesa, Arizona**

Purchasing Division  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466

**CONTRACT AMENDMENT NUMBER 001**

**Contract Number: 2009104**

**Stockless Office and Classroom Supplies**

**Contractor: Wist Office Products**

**Amendment Summary:** Two-Year Contract Renewal

**In accordance with the provisions of the aforementioned contract, the contract is amended as follows:**

This amendment extends the expiration date for contract #2009104 for Stockless Office and Classroom Supplies between Wist Office Products, and the CITY OF MESA, ARIZONA, to September 30, 2012.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

| <b>Contractor</b>   | <b>City of Mesa</b>  |
|---|--|
| Contractor hereby acknowledges receipt and agreement with the amendment.  | This contract amendment is hereby executed.  |
|    |    |
| <div style="display: flex; justify-content: space-between;"> <span>Authorized Signature</span> <span>Date</span> </div>                       | <div style="display: flex; justify-content: space-between;"> <span>Authorized Signature</span> <span>Date</span> </div>                            |
| <div style="display: flex; justify-content: space-between;"> <span>Robert E. Wist</span> <span>President</span> </div> Printed Name and Title | <div style="display: flex; justify-content: space-between;"> <span>Edward Quedens, Business Services Director</span> </div> Printed Name and Title |

CITY OF MESA, ARIZONA

AGREEMENT FOR THE SUPPLY OF STOCKLESS OFFICE AND CLASSROOM SUPPLIES

This Contract is made and entered into by and between WIST Office Products hereinafter designated "Contractor," and the CITY OF MESA, ARIZONA, hereafter designated "City".

WHEREAS, the City has requested proposals for the supply of Stockless Office and Classroom Supplies as more fully set forth in the City's Request for Proposals #2009104; and

WHEREAS, Contractor has submitted a Proposal in response to the Solicitation; and

WHEREAS, on September 21, 2009 the City Council has accepted the Contractor's Response; and

WHEREAS, the parties now desire to enter into an Agreement whereby the City will receive the aforementioned services as specified from the Contractor, and the Contractor will provide such service in a timely and acceptable manner to the City:

NOW, THEREFORE, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. Scope of Services. The Contractor shall furnish all labor, equipment, materials, tools, insurance, supervision and all other items incidental thereto and to perform all work necessary and specified, and in the prescribed manner and time, as specified in the Solicitation and Contractor's Response.
2. Agreement Documents. The following documents are incorporated into this Agreement by reference. In the event of any conflict between these documents, said conflict shall be resolved by giving precedence to the documents in the order listed:
  - a. Amendments to this Agreement, as executed from time to time
  - b. This Agreement
  - c. Contractor's response to the City's Request for Proposals as well as any clarifications and presentations
  - d. City's Request for Proposals #2009104, including Mesa's Standard Terms and Conditions
3. Payment. The City agrees to pay the Contractor in accordance with the amounts set forth on the Solicitation and Contractor's Response and under the conditions specified in the Detailed Specifications and the Pricing and Compensation section. Payment will be for actual work performed and/or materials received.
4. Pricing. Pricing shall be firm for an initial term of one year from September 28, 2009 through September 30, 2010. No price increases will be accepted without proper request by Contractor submitted with acceptable substantiation and response by the Mesa's Purchasing Division. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance. Catalog price updates shall not be unreasonably withheld. The Contractor shall be responsible for notifying Agencies partaking in the contract of any price increases approved by the City.
5. Appropriation of Funds. Where quantities or performance frequencies have been listed in the Solicitation, which are now incorporated into this Agreement, they represent the City's best estimate of current requirements, but shall not bind the City to purchase, accept or pay for services more than its actual needs, nor for any item for which funds are not available through specific appropriation by the City Council to fund the obligations under this Agreement.
6. Reduction in Scope of Services. The City reserves the right to reduce or eliminate certain tasks, performance frequencies of those tasks set forth in the Request for Proposal and Scope of Services

due to fiscal funding constraints with thirty (30) days' prior written notice during the term of this Agreement.

7. Commencement of Services. Contractor agrees to begin work on the date specified in the Notice to Proceed and to submit work schedules as set forth in the Solicitation.
8. Termination. The City reserves the right to terminate any part or all of this Agreement in accordance with Mesa's Standard Terms and Conditions.
9. Indemnification/Liability. Contractor agrees to defend, indemnify and hold the City harmless in accordance with the Mesa's Standard Term and Conditions.
10. Assignment. This Agreement shall not be assigned, in whole or part, without prior written consent of all parties.
11. Governing Law. The laws of the State of Arizona shall govern this Agreement.
12. Amendments. Any modification or amendments to this Agreement shall be in writing and approved by the parties.
13. Void Provisions. If any of the terms, covenants, conditions or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall have been in no way affected, impaired or invalidated.
14. Term. As specified in the Solicitation, this Agreement is valid for a period of one (1) year from September 28, 2009 through September 30, 2010 and may be renewed by mutual consent of the parties for two additional two-year periods.
15. SAVE Cooperative Use. This Agreement is extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Mesa shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF, The Parties have executed this Agreement.

WIST OFFICE PRODUCTS

By: \_\_\_\_\_

Title: OWNER / GENERAL MANAGER

Date: 09/23/09

CITY OF MESA, ARIZONA

By: \_\_\_\_\_

Title: Deputy City Manager

Date: 09/24/09

Approved as to Form:

Jack Shafer  
Jack Shafer, Assistant City Attorney

Attested:

Michael Clappell, Deputy for  
Linda Crocker, City Clerk

**SUBMITTAL CHECKLIST**

| Included | Item   |
|----------|--|
|          | Temporary login to ordering website  |
|          | Sample Usage Report  |
|          | Sample Business Review Report(s)   |
|          | Completed Questionnaire  |
|          | References   |
|          | Exceptions, Confidential and Additional Materials page   |
|          | Contract Form and Signatures page  |
|          | Vendor Information page  |
|          | <u>Core List Price Schedule:</u>   |
|          | Product numbers are filled in on spreadsheet   |
|          | Discrepancies are indicated in the "Comment #" column and corresponding note is on the comments page |
|          | <b>Printed</b> copy of Core List Price Schedule (including comments page)                            |
|          | <b>Electronic</b> copy of Core List Price Schedule in Excel format on CD or DVD                      |
|          | Non-Core List Price Schedule (schedule of how non-core items are priced)                             |
|          | <u>Non-Core List Price Evaluation Spreadsheet</u>  |
|          | <b>Printed</b> copy of Non-Core List Price Evaluation Spreadsheet                                    |
|          | <b>Electronic</b> copy of Non-Core List Price Evaluation Spreadsheet in Excel format on CD or DVD    |
|          | Detailed information on any rebate program as part of the proposal                                   |
|          | One (1) Complete Set of Office Supply and Classroom Supplies Catalogs                                |
|          | This checklist   |

**ADDENDA**

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing/current\\_bids.aspx](http://www.mesaaz.gov/purchasing/current_bids.aspx) prior to the bid opening. No addenda will be issued within 3 business days of the bid opening date without adjusting the bid opening date. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Addenda Acknowledged (if any):

\_#1 \_#2 **\_#3 \$4** \_#5 \_#6 \_#7 \_#8 \_#9 \_#10

Vendor Name Wist Office Products Date: 5/12/09

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## QUESTIONNAIRE

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*This questionnaire is being made available in a MS Word format as a separate document on Mesa's Purchasing website.*

1. Describe your company's history and experience in the office supply industry, including the length of time in the business-to-business and desktop delivery market.

***Wist Office Products has been serving Arizona-based businesses since 1955. This third-generation company has worked closely with thousands of businesses over time. Wist has remained focused on the traditional business to business sales model ensuring that customers receive the highest level of service, price and overall value. By remaining committed to one model, focusing on business customers we are able to provide nationwide next day desktop delivery efficiently, and in a cost-effective manner.***

2. Describe the training for your customer service representatives and their level of empowerment. What percent of customer requests are resolved in a single contact?

***Wist maintains an on-site customer service call center. Customer service representatives are industry professionals with well over 10 year's experience. Wist Customer service representatives are consistently trained on product, systems, and enhancing the customer experience. Due to the long-time tenure and extensive training programs we can share with confidence that over 99% of the customer requests are resolved with a single contact.***

3. Will the Agency have a dedicated account representative to resolve questions and problems? What customer service interaction methods do you offer? Will the account representative be available to train new Agency Order Representatives?

***Customers utilizing the City of Mesa SAVE Contract will receive both a dedicated Key Account Manager and a dedicated Customer Care Representative, in addition your account will be supported by our entire customer service and IT groups.***

***Customers can reach their Key Account Manager by email, cell phone or by contacting the office. All Key Account Managers maintain their communications through blackberry, to better serve customers while they are in the field.***

***Account Managers can facilitate one on one training sessions with new Agency Representatives and Wist will also provide training webinars upon request.***

4. Describe training and support available to Agency Order Representatives.

***Wist provides various options for training and implementation for new and existing agency Order Representatives. During the implementation phase Wist provides a schedule of training dates and times for both on-site training and webinars. These sessions provide the Agency Order Representative with the following:***

***Introduction to Wist  
Complete Website Tutorial  
Complete information on points of contact (sales, accounting, IT, etc)  
Time for Q&A regarding services available to their agency***

***Wist also provides an online tutorial for website users. This can be found directly on our website at [www.wist.com](http://www.wist.com). Additional one-on-one training sessions will be administered as needed.***

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## QUESTIONNAIRE

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5. Describe in detail the stockless desktop office supply program being offered including ordering methods, paper and online catalogs, minimum order size, delivery times, order cut-off time, fill-rate percentage, next-day delivery standards, and delivery method.

***Wist recommends stockless desktop office supply programs as a way for organizations of all size to save overall. Savings generated by this program include: less inventory on hand, less waste, better control and accountability for items ordered and used.***

***To successfully maintain a stockless program you must have a reliable supplier that can accommodate your agency's needs. Wist provides the following to ensure Agency employees can maximize the benefits of a stockless program:***

***Catalogs – Wist provides both paper and online catalogs free of charge***

***Order Size – Wist never requires a minimum order. All deliveries are made next day***

***Delivery Times – Agency sites can designate preferred delivery times***

***Order Cut-off times – Wist allows customers to place orders up until 5:00 pm for next day delivery***

***Fill Rate – Wist maintains a 99.7% fill rate. Backorders are minimal for Wist customers***

***Next Day Delivery Standards – All orders are processed with free next day delivery. This includes metro and rural locations***

***Delivery Method – Deliveries will be made from a Wist truck and Wist driver. Desktop delivery is free of charge.***

6. How long will prices be firm? Describe when price increases will be scheduled.

***Proposed pricing will be held for a minimum of 12 months. At that time Wist's Management Team will visit with Agency Procurement Representatives to discuss any proposed increases or industry price reductions.***

***Price modifications are currently addressed on an annual basis. Agency points of contact will be notified before any increases are implemented.***

7. How will the Agency be able to audit pricing for non-core item purchases? What is your pricing error/correction policy?

***Core and non-core usage will be made available to you along with a complete price file, from which you can perform a detailed audit.***

8. What is your return/restocking policy (return period, restocking charges, etc.)?

***Wist Office Products accepts and processes customer returns. We ask that all returns are processed in the original packaging and returned within 90 days. In the event of a manufacturer defect, Wist will accept the item and work with the manufacturer to get it repaired or replaced. These time frames are typically longer than 90 days. Wist does not charge a return or re-stocking fee.***

9. Describe usage, spend analysis reports available. Are they available in Excel spreadsheet format or simply as a paper or electronically presented report? Can they be customized to meet the Agency's needs? How will they be presented/made available to the Agency?

***Wist Office Products has an elaborate inventory of customizable reports. All reports are available in Excel format and can be delivered electronically upon request. Included you'll find a sampling of some basic reports available to your agency. Again, all reports are customizable and can be delivered monthly, quarterly, annually.***

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

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**QUESTIONNAIRE**

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***Wist will also facilitate quarterly business reviews. These reviews provide a time to discuss the entire program and review all aspects of your account including pricing, service, deliveries, product quality, upcoming projects and needs, etc. We also review usage and determine if your Agency Representatives are utilizing the Core Items list effectively.***

10. Does your firm have a policy on lower price matching to other firm's prices and to your own sale, retail or otherwise priced items?

***Wist Office Products will honor price matching in the following instances:***

- 1. Wist will price match comparable items (name brand to name brand etc)***
- 2. Wist will price match with reputable office supply competitors (national suppliers and local suppliers). Mail order companies are excluded.***
- 3. Wist will not price match close-out items from a competitor. Often times they are selling these items below cost.***
- 4. A screen shot of the item and the vendor's selling price must be submitted to Wist via fax or email. Wist will then update the contract in the system. All SAVE Agencies will receive the cost saving benefit.***

11. Do you offer a business review process to assess aspects of Agency ordering? What types of items are discussed?

***Wist facilitates quarterly business reviews. We typically schedule these for the entire year when a contract is awarded. The business review provides a dedicated time to discuss all aspects of your account. The following areas are reviewed:***

***Compliance with utilizing Core List***

***Usage by location, department, and user***

***Percentage of items complying with Green Standards***

***Percentage of dollars saved by utilizing alternative items***

***Service and Delivery***

***Fill rate and percentage of orders place online, through customer service, and fax***

***Any special projects scheduled in the future and how Wist can help***

***(Sample Review enclosed)***

12. Does your firm offer any in-store programs for quick purchases? If yes, please detail. If yes, attach a list of the location(s) in Arizona.

***As mentioned in previous questions, Wist Office Products focuses on business to business delivery. Wist has remained dedicated to serving business customers therefore steering away from retail sales. However, Wist does provide same day delivery via courier and will-call at our corporate office located in Tempe, AZ.***

***This process provides the same benefits of accessing a retail store, but guarantees that your Agency Representatives are receiving the contracted price and using the Core List and Contracted items. Avoiding retail visits will aid in maintaining greater control of your office supply spend.***

13. Is your billing system able to accommodate the Agency's account hierarchies as exemplified in Appendix A, including the use of blanket purchase orders? Are you able to accept P-Cards?

***Wist Office Products has created customized billing options for a variety of customers. We are familiar with hierarchical billing and have included samples of some complex billing statements requested by other Wist customers. Through our system's flexibility we are able to modify and customize the billing invoices and statements to meet your needs. Please take a moment to review the samples included and keep in mind that these are merely examples. We will work with you to customize an option that suits your needs. If you can provide us with***

Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONNAIRE

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*a sample, we can show you exactly how your Wist invoices and statements will work for your agency.*

*Wist does accept P-Cards. We currently have several customers that utilize P-Cards as their preferred method of payment.*

14. Describe your internet ordering system, including its ease of use, Agency-specific customization, pricing that is displayed, individual login/PIN, security, ability to specify approvals for certain items/product lines/unit costs-dollar amounts/users, custom Agency-specific home page.

*Wist Office Products provides customers with a robust website. Our website was developed in-house and can be customized upon request to meet your specific needs. Wist's website has been ranked as one of the best in the industry. Currently we process over 80% of our orders through the site.*

*Agency Specific Customization – Wist is open to customizing your site to meet your needs. We work with many customers that require specific features on our site. All customization is included as part of our service package so there is no additional charge to your agency.*

*Pricing – Your agency's contracted price is listed on the website when users log on. Core items are noted by an icon to provide added direction for agency employees using the site.*

*Individual Log on – Each user is provided with a unique userid and generic password. When the user first logs into the system they are asked to change their password. Users can change their password as needed. When an agency employee is terminated or leaves the company Wist will disable their user information as well.*

*Security – Wist Office Products uses generally accepted best practice techniques to maintain full network security. All data transmitted during a web session is encrypted to ensure sensitive data is transmitted over public networks in a secure fashion. We employ multiple firewalls configured into a DMZ to provide a high level of security to our network from attacks from the internet. Wist uses anti-virus software for all of our local PCs as well as our inbound and outbound email to ensure that we do not have any viruses that may compromise our network. In order to protect our customer sensitive data we restrict access to information with our business system and audit system access regularly.*

*Approval of spending limits – Our website currently possesses the functionality to incorporate approvals based on dollars spent, purchases off the core list, total order limits, etc. We are able to customize the approval process to best suit your needs. Modifications are made by user so various users can also have various levels of purchasing flexibility.*

*Customization of home page - When you log onto our demo site, you will see a customized log on page. This page can be customized for each Agency or can be customized with the SAVE logo. We also create customized landing pages that are created specifically for your Agency employees.*

*Demo User ID's - You will have access to three user id's which will allow you to use the system as an administrator (full access), as a general user (limited access) and as a user who can just place orders for one location. Details on attached sheet.*

15. What ability does the website have to guide users and/or to promote use of core, green or historically underutilized business products?

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

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## QUESTIONNAIRE

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*Wist's website is developed to encourage users to purchase from your Core List. You'll notice when logging on, your Core List is the first thing that comes up. Secondly, you'll notice a "C" logo on each contract Core Item.*

*In addition, we've created an "order from history" page where users can look back at past orders and re-order from there. This serves as a time saver and provides a way for Agency users to continue using the same products.*

*For customers with a Green Initiative, we've created functionality that promotes green alternative items when one is available. Screen shots are included in this proposal.*

*Wist's website also includes a clearance section that promotes underutilized and inventory we are de-stocking at reduced prices. This provides another outlet for Agency users to utilize when shopping with Wist.*

16. Describe the management of Agency users and delivery locations as well as options for self-administration of certain website functions and ability to control rights.

*Wist will provide a specific user portal allowing an Agency Representative to manage the administration of online programs. Training will be provided during the implementation process and dedicated IT Support will be assigned to your account.*

17. Describe the implementation/transition process, timeline and resources available for this effort.

### Transition Preparation

- *Review Purchasing Model (Contract(s), Usage Reports, Pricing, Proprietary Products)*
- *Review Logistics Model (Shipping/Delivery Requirements)*
- *Discuss Customer Service Model (Support Contacts/Methods)*
- *Review Administration Model (Establish Credit and Billing Requirements)*
- *Verify Sales Model (Discuss Sales Tools and Goals/Requirements)*
- *Understand Reporting Requirements (Usage/Compliance Reports)*

### Systems Integration

- *Complete CRIP Forms (Client Requirements, Billing, and Usage Forms)*
- *Complete Location List (Discuss Rural & Metro Locations)*
- *Refine customizations made to E-Commerce Solution*
- *Test Product Compliance (Contract Item Availability)*
- *Review Structure With Client Project Director*
- *Test all Processes and Systems*

### Client Site Training

- *Introduction email from Wist regarding the change*
- *Conduct End user Training on site or through webinars*
- *Verify completion of training*

### Go Live

- *Begin Service to all Applicable Client Locations*
- *Gather Sales Call Reports to Assure Contact to all Client Sites*
- *Report Contact Compliance and Review any questions or concerns*

### First Customer Care Review

- *Obtain Usage Reports*

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## QUESTIONNAIRE

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- *Generate Customer Performance Summary*
- *Confirm Presentation Date, Format, Participants, and Materials Required*
- *Phase Out Implementation Team*

18. Payment terms (not less than net 30 days).

Net 30

19. Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.25?

**YES.**

20. Are there any price or delivery cost adjustments or alternative delivery methods for locations outside the Phoenix, Tucson or Yuma metropolitan areas?

***No, Wist Office Products provides nationwide next day free delivery. We do not have any minimum order requirements.***

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

REFERENCES

|  |  |
|--|--|
| <b>Provide Names, contact and telephone numbers of four (4) organizations that have received similar services from our company. At least one reference should be comparable in size to Mesa's proposed contract.</b> |  |
| <b>Firm/Government Agency Name: Arizona Public Service</b>   |  |
| <b>Contact Person:</b> Michael Rich  | <b>Phone:</b> 602-250-5557                                 |
| <b>Address:</b> 400 N. 5 <sup>th</sup> Street MS 8375<br>Phoenix, AZ   | <b>Fax:</b> 602-250-2566                                   |
|  | <b>E-Mail Address:</b><br>Michael.Rich@aps.com             |
| <b>\$ Value of Work, Supplies/Services and Dates Provided:</b><br>3 million annually 3/2007-present  |  |
| <b>Firm/Government Agency Name: Phoenix Children's Hospital</b>  |  |
| <b>Contact Person:</b> Paul Carmichael   | <b>Phone:</b> 602-512-8006                                 |
| <b>Address:</b> 1919 E. Thomas Rd.<br>Phoenix, AZ  | <b>Fax:</b>  |
|  | <b>E-Mail Address:</b><br>pcarmichael@phoenixchildrens.com |
| <b>\$ Value of Work, Supplies/Services and Dates Provided:</b><br>1 million annually 10/1999-present   |  |
| <b>Firm/Government Agency Name: Shamrock Corporation</b>   |  |
| <b>Contact Person:</b> David Huch  | <b>Phone:</b> 602-477-2570                                 |
| <b>Address:</b> 5880 N. 40 <sup>th</sup> Street Ste. 400<br>Phoenix, AZ  | <b>Fax:</b> 602-477-2535                                   |
|  | <b>E-Mail Address:</b><br>David.huch@shamrockfoods.com     |
| <b>\$ Value of Work, Supplies/Services and Dates Provided:</b><br>\$500,000 12/2007-present  |  |
| <b>Firm/Government Agency Name: Ak-Chin Indian Community</b>   |  |
| <b>Contact Person:</b> Pam Long  | <b>Phone:</b> 520-568-1028                                 |
| <b>Address:</b> 42507 W. Peters & Nall Rd.<br>Maricopa, AZ 85238   | <b>Fax:</b> 520-568-1040                                   |
|  | <b>E-Mail Address:</b><br>plong@ak-chin.nsn.us             |
| <b>\$ Value of Work, Supplies/Services and Dates Provided:</b><br>\$500,000 3/2009-present   |  |

**Vendor Name** Wist Office Products

**Date:** May 12, 2009

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

No exceptions

Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

No confidential/proprietary materials have been included with this response

Confidential/Proprietary materials included. Respondents should identify below any portion of their response deemed confidential or proprietary (see Standard Terms and Conditions, section S.26). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Respondent and the City prior to any public disclosure. Requests to deem the entire response as confidential will not be considered.

Internet demo log on and screen shots

Billing samples

Sample business review

Sample usage reports

Copy of D&B Report

Additional Materials submitted (mark one):

No additional materials have been included with this response

Additional Materials attached (describe--attach additional pages if needed)

Marketing Materials

Information on Regional Distribution Centers

List of Contacts

Information Green Program

Vendor Name Wist Office Products

Date: May 12, 2009

**CONTRACT FORM AND SIGNATURES**

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**By signing and submitting this response, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
- h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all tax obligations due to the City.
- l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
- m) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

Company Name: Wist Office Products

Signature: 

Printed Name: Bill Strait

Title: Sales Manager

Date: 5/12/09

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2009104**.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Edward Quedens, CPM  
As Business Services Director

CONTRACT FORM AND SIGNATURES

NON-COLLUSION AFFIDAVIT

State of Arizona )
County of Maricopa ) ss.

ROBERT E. WIST, affiant,
PRESIDENT
WIST OFFICE PRODUCTS

the persons, corporation, or company who makes the accompanying Proposal, having first been duly worn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature) [Handwritten Signature]
(Date) May 11, 2009

Subscribed and sworn to before me
this 11th day of May, 2009



[Handwritten Signature]
Signature of Notary Public in and for the
State of ARIZONA
County of MARICOPA

**VENDOR INFORMATION**

Company Legal/Corporate Name: Wist Office Products Company

Doing Business As (if different than above): Wist Office Products

Address: 107 W. Julie Drive

City: Tempe State: AZ Zip: 85283 -

Phone: 480-9021-2900 Fax: 480-921-2121

E-Mail Address: orders@wist.com Website: www.wist.com

• Taxpayer Identification Number: 86-0126705

Remit to Address (if different than above):

Address: PO Box 24118

City: Tempe State: AZ Zip: 85285 -

**Contact for Questions about this proposal:**

Name Bill Strait (pricing) or Heather Rodriguez questions Fax: 480-921-2121

Phone: 480-921-2900 E-Mail Address: bstrait@wist.com or hrodriguez@wist.com

Dav-to-Dav Project Contact (if awarded):

Name: Bill Strait Fax: 480-921-2121

Phone: 480-921-2900 E-Mail Address: bstrait@wist.com

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ  
Sales Tax Rate: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07-019748-L  
City Sales Tax Number: 103339 City of: Tempe, AZ  
Sales Tax Rate: 8.1%

\_\_\_\_\_  
Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_  
Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

**Office Supplies Non-Core Price Marketbasket**

**Wist Office Products**

| Item | Description            | Mfr            | Product#     | Price    |
|------|------------------------|----------------|--------------|----------|
| NC1  | Bookcase               | Hon            | 10755JJ      | 230.16   |
| NC2  | Desk                   | Bush           | WC72446      | 148.185  |
| NC3  | Chair                  | Global         | 1951-4       | 165.375  |
| NC4  | Guest Chair            | Hon            | 3516AB90T    | 180.525  |
| NC5  | Lateral File           | Hon            | 694LQ        | 399.9525 |
| NC6  | Shelving               | Safco          | 5269         | 53.25    |
| NC7  | Cabinet                | Hon            | SC2472P      | 241.8375 |
| NC8  | Air Purifier           | Honeywell      | 50250        | 163.08   |
| NC9  | Binder                 | Avery          | 10801        | 3.2625   |
| NC10 | Batteries              | Duracell       | DLCRV38PK    | 4.9875   |
| NC11 | Spines                 | GBC            | 2515701      | 20.2425  |
| NC12 | Project Display Board  | Elmers         | 730-205      | 2.8725   |
| NC13 | Pen                    | Uni-ball       | 65870        | 1.035    |
| NC14 | Markerboard            | Quartet        | TE544A       | 44.085   |
| NC15 | Calendar               | At-A-Glance    | SK16-16      | 2.67     |
| NC16 | Planner                | At-A-Glance    | PM212-28     | 4.3575   |
| NC17 | Cart                   | Rubbermaid     | 4500-88-BG   | 87.81    |
| NC18 | Panel Hooks            | Quartet        | 20701        | 12.885   |
| NC19 | Keyboard/Mouse         | Logitech       | 920-000390   | 37.425   |
| NC20 | Book Rack              | MMF Industries | 26413BRBLA   | 20.76    |
| NC21 | Wall Files             | Rubbermaid     | 47081        | 6.15     |
| NC22 | Microcassette Recorder | Sony           | M570V        | 20.0775  |
| NC23 | Easle                  | Quartet        | 70EG         | 116.985  |
| NC24 | Fan                    | Boston         | 25976        | 60.285   |
| NC25 | Hand Truck             | Safco          | 4052         | 74.25    |
| NC26 | Key Box                | MMF Industries | 201-9060A-03 | 31.965   |
| NC27 | Labemaker              | Dymo           | 18126        | 59.1     |
| NC28 | Utility Knife          | Safco          | 091460       | 3.585    |
| NC29 | Eraser                 | Paper Mate     | 70502        | 0.5925   |
| NC30 | Outlet Strip           | Fellowes       | 99089        | 7.83     |
| NC31 | Shredder               | Fellowes       | S3320        | 168.9375 |
| NC32 | Date Stamper           | Dymo           | 47002        | 41.1225  |
| NC33 | Step Stool             | Cramer         | 1001-01      | 53.1975  |
| NC34 | Twisstop               | Softalk        | 1501         | 2.34     |
| NC35 | Wastebasket            | Rubbermaid     | 29561        | 4.6575   |
| NC36 | Monthly Planner        | Dayminder      | G547-00      | 12.345   |
| NC37 | Privacy Filters        | 3M             | PF400XXLB    | 226.8375 |
| NC38 | File Cart              | Rubbermaid     | 15076        | 22.0725  |
| NC39 | DVD Labels             | Avery          | 8962         | 7.3725   |
| NC40 | Photo Paper            | HP             | Q6608A       | 11.0325  |
| NC41 | Drum Unit              | Brother        | DR250        | 95.7525  |
| NC42 | Ink Cartridge          | Brother        | LC21BK       | 11.865   |
| NC43 | Ink Cartridge          | Epson          | T054120      | 8.4975   |
| NC44 | Imaging Drum           | HP             | Q3964A       | 114.45   |
| NC45 | Ink Cartridge          | HP             | 51650M       | 25.3575  |
| NC46 | Toner Cartridge        | Lexmark        | 12A5845      | 186.075  |
| NC47 | Toner Cartridge        | HP             | C8550A       | 103.92   |

**Office Supplies Non-Core Price Marketbasket**

**Wist Office Products**

| Item | Description     | Mfr       | Product# | Price   |
|------|-----------------|-----------|----------|---------|
| NC48 | Toner Cartridge | HP        | Q1338A   | 101.265 |
| NC49 | Toner Cartridge | HP        | Q7516A   | 118.695 |
| NC50 | Drum Unit       | Panasonic | KX-FA84  | 64.935  |

Evaluation Points Possible: 4 Points Per Line (Scored Individually)



**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line                  | Description  | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|-----------------------|--|-----|-----|--------------|----------------|------------|------------|
| <b><u>Binders</u></b> |  |     |     |              |                |            |            |
| 1                     | Binder, .5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black  | ea  |     |              | WLJ36813NB     | Brand name | \$ 0.69    |
| 2                     | Binder, .5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue   | ea  |     |              | WLJ36813NB     | Brand name | \$ 0.69    |
| 3                     | Binder, .5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White  | ea  |     |              | WLJ36213W      | Brand name | \$ 0.82    |
| 4                     | Binder, 1", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black   | ea  |     |              | WLJ36814NHB    | Brand name | \$ 0.79    |
| 5                     | Binder, 1", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue    | ea  |     |              | WLJ36814NBL    | Brand name | \$ 0.69    |
| 6                     | Binder, 1", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White   | ea  |     |              | WLJ36214W      | Brand name | \$ 0.82    |
| 7                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black | ea  |     |              | WLJ36834NHB    | Brand name | \$ 0.87    |
| 8                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue  | ea  |     |              | WLJ36834NHB    | Brand name | \$ 0.90    |
| 9                     | Binder, 1.5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White | ea  |     |              | WLJ36234W      | Brand name | \$ 0.81    |
| 10                    | Binder, 2", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black   | ea  |     |              | WLJ36844NHB    | Brand name | \$ 1.12    |
| 11                    | Binder, 2", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue    | ea  |     |              | WLJ36844NHBL   | Brand name | \$ 1.12    |
| 12                    | Binder, 2", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White   | ea  |     |              | WLJ36244W      | Brand name | \$ 0.93    |
| 13                    | Binder, 4", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black   | ea  |     |              | WLJ38654BAV    | Brand name | \$ 7.14    |
| 14                    | Binder, 4", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White   | ea  |     |              | WLJ38654BAV    | Brand name | \$ 7.14    |
| 15                    | Binder, 5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black   | ea  |     |              | WLJ38650BAV    | Brand name | \$ 19.72   |
| 16                    | Binder, 5", Round-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White   | ea  |     |              | WLJ38650WA     | Brand name | \$ 19.72   |
| 17                    | Binder, 1", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black       | ea  |     |              | WLJ38314B      | Brand name | \$ 1.16    |
| 18                    | Binder, 1", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue        | ea  |     |              | WLJ38314BL     | Brand name | \$ 1.16    |
| 19                    | Binder, 1", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White       | ea  |     |              | WLJ38614W      | Brand name | \$ 0.91    |
| 20                    | Binder, 1.5", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black     | ea  |     |              | WLJ38334B      | Brand name | \$ 0.95    |
| 21                    | Binder, 1.5", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue      | ea  |     |              | WLJ38334BL     | Brand name | \$ 3.80    |
| 22                    | Binder, 1.5", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White     | ea  |     |              | WLJ38634W      | Brand name | \$ 1.08    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line                               | Description  | U/M | Mfr   | Product Code | Your Product # | Comment #  | Unit Price |
|------------------------------------|--|-----|-------|--------------|----------------|------------|------------|
| 23                                 | Binder, 2", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black           | ea  |       |              | WLJ38344B      | Brand name | \$ 1.34    |
| 24                                 | Binder, 2", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Blue            | ea  |       |              | WLJ38344BL     | Brand name | \$ 4.18    |
| 25                                 | Binder, 2", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White           | ea  |       |              | WLJ38644W      | Brand name | \$ 1.34    |
| 26                                 | Binder, 3", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, Black           | ea  |       |              | WLJ38349B      | Brand name | \$ 2.77    |
| 27                                 | Binder, 3", D-Ring, 2 Inside Pockets, Insert Spine/Covers, Recycled, White           | ea  |       |              | WLJ38649W      | Brand name | \$ 2.83    |
| 28                                 | Binder, Pressboard Data, 11 x 8.5", Flexible Posts, Data Hooks, 6" Capacity Recycled | ea  | Acco  | 54122        | ACC54122       | Brand name | \$ 2.93    |
| 29                                 | Dividers, 1-31, Binder, Recycled   | st  | Avery | 11129        | AVE11129       | Brand name | \$ 2.65    |
| 30                                 | Dividers, Blank White w/Printable Labels, 5-Tab, Recycled                            | st  | Avery | 11446        | AVE11446       | Brand name | \$ 2.17    |
| 31                                 | Dividers, Insertable Tab, 5-Tab, Clear, Reinforced Binding Edge, Recycled            | st  |       |              | WLJ54310       | Brand name | \$ 0.22    |
| 32                                 | Dividers, Insertable Tab, 5-Tab, Multi-Color, Reinforced Binding Edge, Recycled      | st  |       |              | WLJ54309       | Brand name | \$ 0.22    |
| 33                                 | Dividers, Insertable Tab, 8-Tab, Clear, Reinforced Binding Edge, Recycled            | st  |       |              | WLJ54312       | Brand name | \$ 0.34    |
| 34                                 | Dividers, Insertable Tab, 8-Tab, Multi-Color, Reinforced Binding Edge, Recycled      | st  |       |              | WLJ54311       | Brand name | \$ 0.34    |
| 35                                 | Dividers, Monthly, Jan-Dec, Recycled   | st  | Avery | 11127        | AVE11127       | Brand name | \$ 1.03    |
| 36                                 | Dividers, Table of Contents, Binder, Black & White, Recycled, 5-Tab                  | st  | Avery | 11134        | AVE11161       | Brand name | \$ 1.01    |
| 37                                 | Dividers, Table of Contents, Binder, Recycled, 5-Tab                                 | st  | Avery | 11161        | AVE11161       | Brand name | \$ 1.01    |
| 38                                 | Dividers, Table of Contents, Binder, Recycled, 8-Tab                                 | st  | Avery | 11163        | AVE11163       | Brand name | \$ 1.05    |
| 39                                 | Dividers, Table of Contents, Binder, Recycled, 10-Tab                                | st  | Avery | 11135        | AVE11135       | Brand name | \$ 0.91    |
| 40                                 | Dividers, Table of Contents, Binder, Recycled, 12-Tab                                | st  | Avery | 11141        | AVE11141       | Brand name | \$ 1.00    |
| 41                                 | Protector, Sheet, Heavy-Weight, Top-Load, Non-Glare, 100/Bx                          | bx  |       |              | AVE74102       | Brand name | \$ 7.05    |
| 42                                 | Tabs, Index, Printable Inserts, 1" Clear Tab, 25/PK                                  | pk  | Avery | S101         | AVE16221       | Brand name | \$ 0.81    |
| <b>Group Total</b>                 |  |     |       |              |                |            | \$ 108.18  |
| <b><u>Computer Accessories</u></b> |  |     |       |              |                |            |            |
| 43                                 | Case, CD, Jewel, Slim, Black Back, 100/Pack  | pk  |       |              | FEL98335       | Brand name | \$ 15.23   |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description  | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|------|--|-----|-----|--------------|----------------|------------|------------|
| 44   | Case, CD, Jewel, Slim, Black Back, 25/Pack                   | pk  |     |              | FEL98316       | Brand name | \$ 3.77    |
| 45   | Case, CD, Jewel, Slim, Black Back, 50/Pack                   | pk  |     |              | IVR85826       | Brand name | \$ 7.39    |
| 46   | CD-R, 48x, 700MB/80 Min, 100/Spindle(Pack)                   | pk  |     |              | MAX648200      | Brand name | \$ 17.80   |
| 47   | CD-R, 48x, 700MB/80 Min, 50/Spindle(Pack)                    | pk  |     |              | MAX648250      | Brand name | \$ 7.35    |
| 48   | CD-R, 48x, 700MB/80 Min, Slim Jewel Case, 10/Pack            | pk  |     |              | MAX648210      | Brand name | \$ 2.97    |
| 49   | CD-R, 52x, 700MB/80 Min, 100/Spindle (Pack)                  | pk  |     |              | MAX648200      | Brand name | \$ 18.51   |
| 50   | CD-R, 52x, 700MB/80 Min, Printable, Slim Jewel Case, 10/Pack | pk  |     |              | MAX648210      | Brand name | \$ 2.97    |
| 51   | CD-RW, 16x-24x, 700MB/80 Min, 25/Spindle(Pack)               | pk  |     |              | MAX630026      | Brand name | \$ 13.24   |
| 52   | CD-RW, 1x-4x, 700MB/80 Min, 25/Spindle(Pack)                 | pk  |     |              | IMN41149       | Brand name | \$ 10.94   |
| 53   | CD-RW, 1x-4x, 700MB/80 Min, Slim Jewel Case, 10/Pack         | pk  |     |              | MAX630011      | Brand name | \$ 4.22    |
| 54   | CD-RW, 5x-12x, 700MB/80 Min, 25/Spindle(Pack)                | pk  |     |              | MAX648445      | Brand name | \$ 5.33    |
| 55   | CD-RW, 5x-12x, 700MB/80 Min, Slim Jewel Case, 10/Pack        | pk  |     |              | MAX630025      | Brand name | \$ 2.93    |
| 56   | DVD+R, 16x, 4.7GB/120 Min, 100/Spindle(Pack)                 | pk  |     |              | MAX638014      | Brand name | \$ 28.80   |
| 57   | DVD+R, 16x, 4.7GB/120 Min, 50/Spindle(Pack)                  | pk  |     |              | MAX638011      | Brand name | \$ 15.00   |
| 58   | DVD+R, 8x, 4.7GB, 25/Spindle(Pack)                           | pk  |     |              | MAX638010      | Brand name | \$ 10.23   |
| 59   | DVD+R, 8x, 4.7GB, 50/Spindle(Pack)                           | pk  |     |              | MAX638011      | Brand name | \$ 18.67   |
| 60   | DVD+R, Printable, 50/Pack                                    | pk  |     |              | MAX639013      | Brand name | \$ 15.00   |
| 61   | DVD+RW, 4X, 4.7GB/120 Min, 25/Spindle(Pack)                  | pk  |     |              | IMN16867       | Brand name | \$ 16.17   |
| 62   | DVD-R, 16x, 4.7GB/120 Min, 100/Spindle(Pack)                 | pk  |     |              | MAX638014      | Brand name | \$ 28.80   |
| 63   | DVD-R, 16x, 4.7GB/120 Min, 50/Spindle(Pack)                  | pk  |     |              | MAX638011      | Brand name | \$ 15.00   |
| 64   | DVD-R, 16x, 4.7GB/120 Min, Slim Jewel Case, 10/Pack          | pk  |     |              | MAX639005      | Brand name | \$ 3.92    |
| 65   | DVD-R, 8x, 4.7GB/120 Min, 100/Spindle(Pack)                  | pk  |     |              | MAX638014      | Brand name | \$ 37.47   |
| 66   | DVD-R, Mini, 8x, 1.4GB/30 MIN, Slim Jewel Case, 10/Pack      | pk  |     |              | MAX638004      | Brand name | \$ 4.43    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line                    | Description   | U/M | Mfr     | Product Code | Your Product # | Comment #   | Unit Price |
|-------------------------|---|-----|---------|--------------|----------------|-------------|------------|
| 67                      | DVD-R, Printable, 4.7GB/120 Min, 50/Pack                                  | pk  |         |              | MAX639013      | Brand name  | \$ 15.00   |
| 68                      | Envelope, CD, Clear Window, 24# White, Gummed Flap, 50/Pack               | pk  |         |              | IVR39403       | House Brand | \$ 2.37    |
| 69                      | File, CD-DVD, 100 Capacity,   | ea  | Fellows | 90658        | FEL90658       | Brand name  | \$ 7.30    |
| 70                      | Flash Drive, USB 2.0, 1 GB  | ea  |         |              | IMN27100       | Brand name  | \$ 5.54    |
| 71                      | Flash Drive, USB 2.0, 2 GB  | ea  |         |              | IMN27101       | Brand name  | \$ 6.37    |
| 72                      | Flash Drive, USB 2.0, 4 GB  | ea  |         |              | IMN27102       | Brand name  | \$ 13.75   |
| 73                      | Flash Drive, USB 2.0, 8 GB  | ea  |         |              | IMN27103       | Brand name  | \$ 23.99   |
| 74                      | Mouse Pad, Flat, Black  | ea  | Fellows | 5933901      | FEL5933901     | Brand name  | \$ 1.31    |
| 75                      | Mouse Pad/Wristrest, Gel, Black   | ea  | Belkin  | F8E262-BLK   | IVR51450       | Brand name  | \$ 7.14    |
| 76                      | Sleeve, CD, 2-Sided Clear Front/Vinyl Back, 100/Pack                      | pk  |         |              | CLI61989       | Brand name  | \$ 7.89    |
| 77                      | Sleeve, CD, 2-Sided Clear Front/Vinyl Back, 50/Pack                       | pk  |         |              | CLI61988       | Brand name  | \$ 4.43    |
| 78                      | Wristrest, Keyboard, Gel, Black   | ea  | Belkin  | F8E263       | IVR51451       | Brand name  | \$ 10.48   |
| 79                      | Wristrest, Mouse, Gel, Black  | ea  | Belkin  | F8E244       | IVR51452       | Brand name  | \$ 4.38    |
| <b>Group Total</b>      |   |     |         |              |                |             | \$ 416.06  |
| <b><u>Envelopes</u></b> |   |     |         |              |                |             |            |
| 80                      | Envelope, Clasp, #110, 12 x 15.5", 28# Brown Kraft, 20% Recycled, 100/Box | bx  |         |              | QUA37910       | Brand name  | \$ 12.19   |
| 81                      | Envelope, Clasp, #55, 6 x 9", 28# Brown Kraft, 20% Recycled, 100/Box      | bx  |         |              | QUA37855       | Brand name  | \$ 4.37    |
| 82                      | Envelope, Clasp, #63, 6.5 x 9.5", 28# Brown Kraft, 20% Recycled, 100/Box  | bx  |         |              | QUA37863       | Brand name  | \$ 5.14    |
| 83                      | Envelope, Clasp, #90, 9 x 12", 28# Brown Kraft, 20% Recycled, 100/Box     | bx  |         |              | QUA37890       | Brand name  | \$ 5.26    |
| 84                      | Envelope, Clasp, #95, 10 x 12", 28# Brown Kraft, 20% Recycled, 100/Box    | bx  |         |              | QUA37895       | Brand name  | \$ 11.88   |
| 85                      | Envelope, Clasp, #97, 10 x 13", 28# Brown Kraft, 20% Recycled, 100/Box    | bx  |         |              | QUA37897       | Brand name  | \$ 6.34    |
| 86                      | Envelope, Clasp, #98, 10 x 15", 28# Brown Kraft, 20% Recycled, 100/Box    | bx  |         |              | QUA37898       | Brand name  | \$ 11.22   |
| 87                      | Envelope, Coin, #5.5, 2.25 x 3.5", 28# Brown Kraft, 20% Recycled, 500/Box | bx  |         |              | QUA50162       | Brand name  | \$ 7.28    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line                 | Description  | U/M | Mfr   | Product Code   | Your Product #    | Comment #   | Unit Price |
|----------------------|--|-----|-------|----------------|-------------------|-------------|------------|
| 88                   | Envelope, Interoffice, 10 x 13"2-Sided, String/Button, 28# Brown Kraft, 20% Recycled, 100/Box                            | bx  |       |                | QUA63560          | Brand name  | \$ 23.37   |
| 89                   | Envelope, Open-Side Booklet, 10 x 15", 40# Brown Kraft, 20% Recycled, 100/Box  | bx  |       |                | QUA54301          | Brand name  | \$ 64.16   |
| 90                   | Envelope, Self-Seal, #90, 9 x 12", 28# White Wove, 100/Box   | bx  |       |                | QUA44582          | Brand name  | \$ 11.34   |
| <b>Group Total</b>   |  |     |       |                |                   |             | \$ 162.54  |
| <b><u>Filing</u></b> |  |     |       |                |                   |             |            |
| 91                   | File, Expanding, Letter, A-Z, No Flap, 21 Pockets, Recycled  | ea  | Smead | R217AZ         | SMDR217AZ         | Brand name  | \$ 5.17    |
| 92                   | Folder, Classification, Legal, 2-Dividers: 6-Part, 1/3 Cut, 2" Expansion, 25-pt Red/Brown, 17-pt Inner Divider, Recycled | ea  | Smead | 502-5A-1D      | SMD502-5A-1D      | Brand name  | \$ 2.09    |
| 93                   | Folder, File, 1-Fastener, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, 2-Ply Tab, Recycled, 50/Box            | bx  |       |                | ESSFM210          | Brand name  | \$ 10.60   |
| 94                   | Folder, File, 2-Fastener, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, 2-Ply Tab, Recycled, 50/Box            | bx  |       |                | ESSFM211          | Brand name  | \$ 12.50   |
| 95                   | Folder, File, End-Tab, 2-Fasteners, 2" Fastener Capacity, Letter, 11-pt, 50/Box  | bx  | Smead | 2BET2-150L-1&3 | SMD2BET2-150L-1&3 | Brand name  | \$ 15.81   |
| 96                   | Folder, File, End-Tab, Straight Cut, Legal, 11-Pt, Manila, Recycled, 100/Box   | bx  |       |                | SMD24100          | Brand name  | \$ 11.92   |
| 97                   | Folder, File, End-Tab, Straight Cut, Letter, 11-Pt, Manila, Recycled, 100/Box  | bx  |       |                | SMD24100          | Brand name  | \$ 11.92   |
| 98                   | Folder, File, Legal, 1/3 Assorted Cut, 3/4" Capacity, 11-Pt, Manila, Recycled, 100/Box                                   | bx  |       |                | VPO00129          | House Brand | \$ 5.11    |
| 99                   | Folder, File, Letter, 1/3 Assorted Cut, 3/4" Capacity, 11-pt, Manila, Recycled, 100/Box                                  | bx  |       |                | VPO00128          | House Brand | \$ 5.12    |
| 100                  | Folder, Hanging File, Legal, 1/3 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box                             | bx  |       |                | VPO00134          | House Brand | \$ 4.50    |
| 101                  | Folder, Hanging File, Legal, 1/5 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box                             | bx  |       |                | VPO00135          | House Brand | \$ 3.82    |
| 102                  | Folder, Hanging File, Letter, 1/3 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box                            | bx  |       |                | VPO00132          | House Brand | \$ 3.79    |
| 103                  | Folder, Hanging File, Letter, 1/5 Cut, Up to 2" Expansion, 11-pt, with Tabs, Recycled, 25/Box                            | bx  |       |                | VPO00133          | House Brand | \$ 3.26    |
| 104                  | Inserts, Hanging File Folder Tab, 1/3 Cut, White, 100/Pack   | pk  | Avery | 11137          | AVE11137          | Brand name  | \$ 0.62    |
| 105                  | Inserts, Hanging File Folder Tab, 1/5 Cut, White, 100/Pack   | pk  | Avery | 11136          | AVE11136          | Brand name  | \$ 0.62    |
| 106                  | Pocket, File, Letter, 1.75" Expansion, Recycled, 25/Box  | bx  | Smead | 1514C          | SMD1514C          | Brand name  | \$ 12.25   |
| 107                  | Pocket, File, Letter, 3.5" Expansion, Recycled, 25/Box   | bx  | Smead | 1524E          | SMD1524E          | Brand name  | \$ 18.61   |
| 108                  | Pocket, File, Letter, 5.25" Expansion, Recycled, 25/Box  | bx  | Smead | 1534G          | SMD1534G          | Brand name  | \$ 6.63    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line                           | Description  | U/M | Mfr       | Product Code | Your Product # | Comment #   | Unit Price |
|--------------------------------|--|-----|-----------|--------------|----------------|-------------|------------|
| 109                            | Protector, File Label, Clear, 3.5 x 1-11/16", 100/Pack                         | pk  | Smead     | CLL          | SMD67600       | Brand name  | \$ 1.13    |
| 110                            | Tabs, Hanging File Folder, 1/3 Cut, 3.5", Clear, 25/Pack                       | pk  |           |              | SMD64615       | Brand name  | \$ 0.86    |
| 111                            | Tabs, Hanging File Folder, 1/5 Cut, 2", Clear, 25/Pack                         | pk  |           |              | SMD64600       | Brand name  | \$ 0.68    |
| <b>Group Total</b>             |  |     |           |              |                |             | \$ 137.01  |
| <b><u>General Supplies</u></b> |  |     |           |              |                |             |            |
| 112                            | Badge Kit, 3 x 4", White, Clear Plastic Holder w/String, 50/Box                | bx  | Avery     | 74520        | AVE74520       | Brand name  | \$ 14.81   |
| 113                            | Battery, AA, Rechargeable, 4/Pack  | pk  | Energizer | NH15BP-4     | EVENH15BP4     | Brand name  | \$ 6.57    |
| 114                            | Battery, Camera, 3 Volt, #123  | ea  |           |              | EVEEL123APBP   | Brand name  | \$ 2.91    |
| 115                            | Book, Steno, 6 x 9", Green, 15#, Gregg Ruled, Min 24-pt Backing, 70 Sheet      | ea  |           |              | UNV76920       | House Brand | \$ 0.85    |
| 116                            | Book, Steno, 6 x 9", Green, 15#, Pitman Ruled, Min 24-pt Backing, 70 Sheet     | ea  |           |              | UNV76610       | House Brand | \$ 0.59    |
| 117                            | Book, Telephone Message, Spiral-Bound, 2-Part, Carbonless, 4 Messages per Page | ea  |           |              | TOP4003        | Brand name  | \$ 1.12    |
| 118                            | Box, File Storage, Legal/Letter, 10H x 12W x 15"D, 550# Stacking Weight,       | ea  | Fellows   | 12770        | FEL12770       | Brand name  | \$ 2.02    |
| 119                            | Calculator (Adding Machine), 12-Digit, Compact-Size                            | ea  | Canon     | P23-DHV      | CNMP23DHV      | Brand name  | \$ 18.98   |
| 120                            | Calculator (Adding Machine), 12-Digit, Full-Size                               | ea  | Sharp     | EL1197PIII   | SHREL1197PIII  | Brand name  | \$ 48.11   |
| 121                            | Calculator, Desk, 8-Digit, Solar-Powered                                       | ea  |           |              | VCT11003A      | Brand name  | \$ 4.68    |
| 122                            | Calculator, Pocket, 8-Digit, Solar-Powered                                     | ea  |           |              | VCT900         | Brand name  | \$ 2.09    |
| 123                            | Card, Index, 3 x 5", Ruled, White, Recycled, 100/PK                            | pk  |           |              | UNV47199       | House Brand | \$ 0.29    |
| 124                            | Card, Index, 3 x 5", Unruled, White, Recycled, 100/PK                          | pk  |           |              | UNV47200       | House Brand | \$ 0.27    |
| 125                            | Card, Index, 4 x 6", Ruled, White, Recycled, 100/PK                            | pk  |           |              | UNV47230       | House Brand | \$ 0.35    |
| 126                            | Card, Index, 4 x 6", Unruled, White, Recycled, 100/PK                          | pk  |           |              | UNV47220       | House Brand | \$ 0.40    |
| 127                            | Card, Index, 5 x 8", Ruled, White, Recycled, 100/PK                            | pk  |           |              | ESS51          | Brand name  | \$ 0.39    |
| 128                            | Card, Index, 5 x 8", Unruled, White, Recycled, 100/PK                          | pk  |           |              | ESS50          | Brand name  | \$ 0.39    |
| 129                            | Certificates, Blank, 8.5 x 11", 24#, Gold with Seal, 25/pk                     | pk  | Foray     | 47154        | GEO39451       | Brand name  | \$ 1.06    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description  | U/M | Mfr      | Product Code | Your Product # | Comment #  | Unit Price |
|------|--|-----|----------|--------------|----------------|------------|------------|
| 130  | Chairmat, 36 x 48", Up to 1/4" Carpet  | ea  |          |              | RUB64422       | Brand name | \$ 20.72   |
| 131  | Chairmat, 45 x 53", Up to 1/4" Carpet  | ea  |          |              | RUB64425       | Brand name | \$ 22.79   |
| 132  | Chairmat, 46 x 60", Hard Floor   | ea  |          |              | RUB76620       | Brand name | \$ 30.54   |
| 133  | Chairmat, 46 x 60", Up to 1/4" Carpet  | ea  |          |              | RUB64429ELD    | Brand name | \$ 27.75   |
| 134  | Chairmat, 46 x 60", Up to 3/8" Carpet  | ea  |          |              | RUB40730       | Brand name | \$ 33.37   |
| 135  | Clip, Binder, Mini, 1/4" Capacity, 12/Box                                    | bx  |          |              | LEO50001       | Brand name | \$ 0.13    |
| 136  | Clip, Binder, Small, 3/8" Capacity, 12/Box                                   | bx  |          |              | LEOBC02        | Brand name | \$ 0.15    |
| 137  | Clip, Binder, Medium, 5/8" Capacity, 12/Box                                  | bx  |          |              | LEOBC05        | Brand name | \$ 0.37    |
| 138  | Clip, Binder, Large, 1" Capacity, 12/Box                                     | bx  |          |              | LEOBC10        | Brand name | \$ 0.93    |
| 139  | Clip, Paper, #1 (Small), Smooth, 100/Box, 10 Box/Pack                        | pk  |          |              | LEO201E        | Brand name | \$ 1.09    |
| 140  | Clip, Paper, Jumbo (Large), Smooth, 100/Box, 10 Box/Pack                     | pk  |          |              | LEO933013      | Brand name | \$ 3.03    |
| 141  | Clip, Paper, Jumbo (Large), Nonskid, 100/Box, 10 Box/Pack                    | pk  |          |              | LEO302         | Brand name | \$ 0.32    |
| 142  | Clipboard, Letter-Size   | ea  |          |              | LEO89003       | Brand name | \$ 0.56    |
| 143  | Clock, Wall, 8.5" Diameter, Battery, Black                                   | ea  |          |              | ILC67004002    | Brand name | \$ 6.89    |
| 144  | Clock, Wall, 13.5" Diameter, Battery, Black                                  | ea  |          |              | ILC67700002    | Brand name | \$ 11.98   |
| 145  | Cover, Clear Adhesive, 18" x 75",  | ea  | Kittrich | 25-750-01    | AVE73610       | Brand name | \$ 26.10   |
| 146  | Cover, Document, for 8.5 x 11" Certificate, Black, 6/Pack                    | pk  | Foray    | 47190        | GEO45331       | Brand name | \$ 4.96    |
| 147  | Cover, Document, for 8.5 x 11" Certificate, Burgundy, 6/Pack                 | pk  | Foray    | 45333        | GEO45333       | Brand name | \$ 4.96    |
| 148  | Cover, Document, for 8.5 x 11" Certificate, Navy, 6/Pack                     | pk  | Foray    | 47192        | GEO45332       | Brand name | \$ 4.96    |
| 149  | Cover, Report, 3-Double Prong Fasteners, Clear Front, Black Back, 10/pk      | pk  |          |              | AVE47796       | Brand name | \$ 5.69    |
| 150  | Cover, Report, 3-Double Prong Fasteners, Clear Front, Dark Blue Back, 10/pk  | pk  |          |              | AVE47795       | Brand name | \$ 2.28    |
| 151  | Cover, Report, 3-Double Prong Fasteners, Clear Front, Dark Green Back, 10/pk | pk  |          |              | ESS55807       | Brand name | \$ 2.28    |
| 152  | Cover, Report, 3-Double Prong Fasteners, Clear Front, Light Blue Back, 10/pk | pk  |          |              | UNV56101       | Brand name | \$ 2.28    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description   | U/M | Mfr      | Product Code | Your Product # | Comment #  | Unit Price |
|------|---|-----|----------|--------------|----------------|------------|------------|
| 153  | Cover, Report, 3-Double Prong Fasteners, Clear Front, Red Back, 10/pk | pk  |          |              | AVE47798       | Brand name | \$ 2.28    |
| 154  | Cup, Paper, Cold, 8 oz, 100/Pk  | pk  |          |              | SLOR8NJ        | Brand name | \$ 4.46    |
| 155  | Disinfectant Spray, Lysol, Fresh Scent 19 oz Spray                    | ea  | Lysol    | BZL04675     | RAC04675EA     | Brand name | \$ 3.26    |
| 156  | Duster, Canned Air, 10 oz   | ea  |          |              | VPO00225       | Brand name | \$ 3.07    |
| 157  | Easle Pad, 25 x 30", 2-Hole Top, White, 2/Pack                        | pk  |          |              | UNV35600       | Brand name | \$ 20.99   |
| 158  | Easle Pad, Self-Stick, 25 x 30", 2-Hole Top, White, 2/Pack            | pk  |          |              | MMM559         | Brand name | \$ 32.88   |
| 159  | Fax Machine, Laser  | ea  | Brother  | 2820         | BRTFAX2820     | Brand name | \$ 121.35  |
| 160  | Toner Cartridge, Black for Brother 2820 Fax                           | ea  | Brother  | TN350        | BRTTN350       | Brand name | \$ 39.46   |
| 161  | Fax Machine, Laser  | ea  | Brother  | 4100E        | BRTFAX4100E    | Brand name | \$ 202.13  |
| 162  | Toner Cartridge, Black for Brother 4100E Fax                          | ea  | Brother  | TN430        | BRTTN430       | Brand name | \$ 39.46   |
| 163  | Film, Polaroid 600 Platinum, 2/Pack                                   | pk  | Polaroid | 101158       | POL623960      | Brand name | \$ 28.48   |
| 164  | Film, Polaroid 600, 4/Pack  | pk  | Polaroid | 637535       | POL64387       | Brand name | \$ 40.02   |
| 165  | Fingertips, Rubber, #11, 12/Box                                       | bx  |          |              | SWI54031       | Brand name | \$ 0.72    |
| 166  | Fingertips, Rubber, #11-1/2, 12/Box                                   | bx  |          |              | SWI54035       | Brand name | \$ 0.72    |
| 167  | Flag, Post-It, 1" "Notarize", 50 Flags/Each, 2/Pack                   | pk  | 3M       | 680-NZ2      | MMM680NZ2      | Brand name | \$ 2.40    |
| 168  | Flag, Post-It, 1" "Sign/Date", 50 Flags/Each, 2/Pack                  | pk  | 3M       | 680-SD2      | MMM680SD2      | Brand name | \$ 2.85    |
| 169  | Flag, Post-It, 1", "Initial Here", 50 Flags/Each, 2/Pack              | pk  | 3M       | 680-IH2      | MMM680IH2      | Brand name | \$ 2.40    |
| 170  | Flag, Post-It, 1", "Sign Here", 50 Flags/Each, 4/Pack                 | pk  | 3M       | 680-SH4VA    | MMM680SH4VA    | Brand name | \$ 3.60    |
| 171  | Flag, Post-It, 1", Blue, 50 Flags/Each, 2/Pack                        | pk  | 3M       | 680-BE2      | MMM680BE2      | Brand name | \$ 1.37    |
| 172  | Flag, Post-It, 1", Green, 50 Flags/Each, 2/Pack                       | pk  | 3M       | 680-GN2      | MMM680GN2      | Brand name | \$ 2.09    |
| 173  | Flag, Post-It, 1", Orange, 50 Flags/Each, 2/Pack                      | pk  | 3M       | 680-OE2      | MMM680OE2      | Brand name | \$ 2.09    |
| 174  | Flag, Post-It, 1", Pink, 50 Flags/Each, 2/Pack                        | pk  | 3M       | 680-BP2      | MMM680BP2      | Brand name | \$ 2.09    |
| 175  | Flag, Post-It, 1", Purple, 50 Flags/Each, 2/Pack                      | pk  | 3M       | 680-PU2      | MMM680PU2      | Brand name | \$ 2.08    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description  | U/M | Mfr           | Product Code | Your Product # | Comment #  | Unit Price |
|------|--|-----|---------------|--------------|----------------|------------|------------|
| 176  | Flag, Post-It, 1", Red, 50 Flags/Each, 2/Pack                      | pk  | 3M            | 680-RD2      | MMM680RD2      | Brand name | \$ 2.08    |
| 177  | Flag, Post-It, 1", Yellow, 50 Flags, 2/Pack                        | pk  | 3M            | 680-YW2      | MMM680YW2      | Brand name | \$ 2.08    |
| 178  | Flag, Post-It, 1/2", "Sign Here", 30 Flags/Each, 4/Pack            | pk  | 3M            | 684-SH       | MMM684SH       | Brand name | \$ 2.68    |
| 179  | Flag, Post-It, 1/2", Arrow, Assorted Colors, 24 Flags/Each, 4/Pack | pk  | 3M            | 684ARR3      | MMM684ARR3     | Brand name | \$ 1.04    |
| 180  | Flag, Post-It, 1/2", Assorted Colors, 35 Flags/Each, 4/Pack        | pk  | 3M            | 683-4        | MMM6834        | Brand name | \$ 1.37    |
| 181  | Flag, Post-It, 1/2", Printed Arrow, 20 Flags/Each, 4/Pack          | pk  | 3M            | 684-AST1     | MMM684AST1     | Brand name | \$ 1.06    |
| 182  | Glass Cleaner with Vinegar, 32 oz Spray                            | ea  |               |              | DRA90135EA     | Brand name | \$ 2.81    |
| 183  | Glue Stick, Small, Approx. .25-.35 oz                              | ea  |               |              | LEO94028       | Brand name | \$ 0.13    |
| 184  | Glue Stick, Large, Approx. 1.25 - 1.40 oz                          | ea  |               |              | LEO94130       | Brand name | \$ 0.43    |
| 185  | Glue, Permanent, "Super Glue", .07 oz.                             | ea  | Instant Krazy | KG58548R     | EPIKG58548R    | Brand name | \$ 0.68    |
| 186  | Holder, Form, Letter-Size, Aluminum, Bottom Opening                | ea  | Sauders       | 21118        | SAU12017       | Brand name | \$ 10.25   |
| 187  | Label, Address, 1-1/8 x 3.5", White, 130/Roll, 2 Rolls/Pack        | pk  | Dymo          | 30251        | DYM30251       | Brand name | \$ 4.31    |
| 188  | Label, Address, Laser, .5 x 1.75", White, 2000/Box                 | bx  | Avery         | 5267         | AVE30617       | Brand name | \$ 1.25    |
| 189  | Label, Address, Laser, 1 x 2-5/8", White, 3000/Box                 | bx  | Avery         | 5160         | AVE30600       | Brand name | \$ 4.77    |
| 190  | Label, Address, Laser, 1 x 2-5/8", White, 750/Pack                 | pk  | Avery         | 5260         | AVE30610       | Brand name | \$ 1.25    |
| 191  | Label, Address, Laser, 2 x 4", White, 250/Pack                     | pk  | Avery         | 5263         | AVE5263        | Brand name | \$ 4.37    |
| 192  | Label, File Folder, 1/3 Cut, White, 1500/Box                       | bx  | Avery         | 5366         | AVE30632       | Brand name | \$ 13.87   |
| 193  | Label, File Folder, 1/3 Cut, White, 300/Pack                       | pk  | Avery         | 2181         | AVE2181        | Brand name | \$ 3.02    |
| 194  | Label, Shipping, 4 x 2-1/8" White, 220/Roll                        | rl  | Dymo          | 30323        | DYM30323       | Brand name | \$ 7.16    |
| 195  | Labeling Tape, "M", .5" x 26', Black on White                      | ea  | Brother       | M-231        | BRTM231        | Brand name | \$ 3.86    |
| 196  | Labeling Tape, "TX", .5" x 50', Black on White                     | ea  | Brother       | TX-2311      | BRTTX2311      | Brand name | \$ 19.79   |
| 197  | Labeling Tape, "TX", .75" x 50', Black on White                    | ea  | Brother       | TX-2411      | BRTTX2411      | Brand name | \$ 26.12   |
| 198  | Labeling Tape, "TZ", .5" x 26', Black on Clear                     | ea  | Brother       | TZ-131       | BRTTZ131       | Brand name | \$ 5.69    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description  | U/M | Mfr          | Product Code | Your Product # | Comment #  | Unit Price |
|------|--|-----|--------------|--------------|----------------|------------|------------|
| 199  | Labeling Tape, "TZ", .5" x 26', Black on White                         | ea  | Brother      | TZ-231       | BRTTZ231       | Brand name | \$ 8.79    |
| 200  | Labeling Tape, "TZ", .5" x 26', Extra Strength, Black on White         | ea  | Brother      | TZ-S231CS    | BRTTZS231      | Brand name | \$ 6.94    |
| 201  | Labeling Tape, "TZ", .75" x 26', Black on Clear                        | ea  | Brother      | TZ-141       | BRTTZ141       | Brand name | \$ 10.70   |
| 202  | Labeling Tape, "TZ", .75" x 26', Black on Green                        | ea  | Brother      | TZ-741       | BRTTZ741       | Brand name | \$ 12.82   |
| 203  | Labeling Tape, "TZ", .75" x 26', Black on Hot Orange                   | ea  | Brother      | TZ-B41       | BRTTZB41       | Brand name | \$ 15.78   |
| 204  | Labeling Tape, "TZ", .75" x 26', Black on White                        | ea  | Brother      | TZ-241       | BRTTZ241       | Brand name | \$ 7.41    |
| 205  | Labeling Tape, "TZ", .75" x 26', Extra Strength, Black on White        | ea  | Brother      | TZ-S241      | BRTTZS241      | Brand name | \$ 13.06   |
| 206  | Labeling Tape, "TZ", .75" x 26', Gold on Black                         | ea  | Brother      | TZ-344       | BRTTZ344       | Brand name | \$ 14.96   |
| 207  | Labeling Tape, "TZ", .75" x 26', Red on White                          | ea  | Brother      | TZ-242       | BRTTZ242       | Brand name | \$ 12.82   |
| 208  | Labeling Tape, "TZ", 1" x 26', Black on White                          | ea  | Brother      | TZ-251       | BRTTZ251       | Brand name | \$ 11.38   |
| 209  | Labeling Tape, "TZ", 3/8" x 26', Black on White                        | ea  | Brother      | TZ-221       | BRTTZ221       | Brand name | \$ 5.69    |
| 210  | Lubricant, Shredder, 4 oz  | ea  |              |              | FEL35250       | Brand name | \$ 3.14    |
| 211  | Moistener, Envelope, Approx. 1-3/4 oz, Sponge Tip                      | ea  | Quality Park | 46065        | QUA46065       | Brand name | \$ 0.81    |
| 212  | Moistener, Fingertip, 1 oz, (Sortkwik)                                 | ea  | Lee          | 10400        | LEE10400       | Brand name | \$ 0.77    |
| 213  | Note, Post-It, 1.5 x 2", Unlined, Yellow, Recycled, 100 Sheet, 12/Pack | pk  | 3M           | 653YW        | MMM6539YW      | Brand name | \$ 0.91    |
| 214  | Note, Post-It, 3 x 3", Unlined, Yellow, 100 Sheets, 12/Pack            | pk  | 3M           | 654YW        | MMM6549YW      | Brand name | \$ 2.14    |
| 215  | Note, Post-It, 3 x 5" Unlined, Yellow, 100 Sheets, 12/Pack             | pk  | 3M           | 655YW        | MMM6559YW      | Brand name | \$ 2.97    |
| 216  | Note, Post-It, 4 x 6", Unlined, Yellow, 100 Sheet, 12/Pack             | pk  | 3M           | 659YW        | MMM659YW       | Brand name | \$ 18.00   |
| 217  | Note, Post-It, 3 x 3", Lined, Yellow, 100 Sheets, 6/Pack               | pk  | 3M           | 630-6PK      | MMM6306PK      | Brand name | \$ 3.55    |
| 218  | Note, Post-It, 3 x 5", Lined, Yellow 100 Sheets, 12/Pack               | pk  | 3M           | 635YW        | MMM635YW       | Brand name | \$ 11.60   |
| 219  | Note, Post-It, 4 x 6", Lined, Yellow, 100 Sheets, 5/Pack               | pk  | 3M           | 660YW        | MMM660YW       | Brand name | \$ 7.88    |
| 220  | Note, Post-It, Pop-Up, 3 x 3", Lined, Yellow, 100 Sheet, 6/Pack        | pk  | 3M           | R335         | MMMR335YW      | Brand name | \$ 3.73    |
| 221  | Note, Post-It, Pop-Up, 3 x 3", Unlined, Yellow, 100 Sheet, 12/Pack     | pk  | 3M           | R330YW       | MMMR330YW      | Brand name | \$ 7.09    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description  | U/M | Mfr         | Product Code | Your Product # | Comment #   | Unit Price |
|------|--|-----|-------------|--------------|----------------|-------------|------------|
| 222  | Dispenser, Post-It, Pop-Up Note, for 3 x 3" Pad, Black   | ea  | 3M          | PRO330       | MMMPRO330      | Brand name  | \$ 3.99    |
| 223  | Opener, Letter, 9" Chrome-Plated   | ea  |             |              | UNV31750       | House Brand | \$ 0.15    |
| 224  | Pad, Message, Approx. 4x5", 50 Pages/Pad, 12/Pack  | pk  |             |              | UNV48023       | House Brand | \$ 2.17    |
| 225  | Pad, Scratch, 3 x 5", White, Approx 15#, Recycled, 100/Pad   | pd  |             |              | UNV35613       | House Brand | \$ 0.19    |
| 226  | Pad, Scratch, 4 x 6", White, Approx 15#, Recycled, 100/Pad   | pd  |             |              | UNV35614       | House Brand | \$ 0.39    |
| 227  | Pad, Writing, 5 x 8", Canary, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack       | pk  |             |              | VPO00049       | House Brand | \$ 2.63    |
| 228  | Pad, Writing, 5 x 8", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack        | pk  |             |              | VPO00050       | House Brand | \$ 2.81    |
| 229  | Pad, Writing, 8.5 x 11.75", Canary, 16#, Recycled, Legal Ruled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack | pk  |             |              | VPO00051       | House Brand | \$ 6.22    |
| 230  | Pad, Writing, 8.5 x 11.75", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack  | pk  |             |              | VPO00052       | House Brand | \$ 6.22    |
| 231  | Pad, Writing, 8.5 x 14", Canary, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack    | pk  |             |              | VPO00053       | House Brand | \$ 6.61    |
| 232  | Pad, Writing, 8.5 x 14", Canary, 16#, Recycled, Legal Ruled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack    | pk  |             |              | VPO00054       | House Brand | \$ 7.25    |
| 233  | Pad, Writing, 8.5 x 14", White, 16#, Legal Ruled, Recycled, 30-pt Chipboard Backing, 50 Sheets/Pad, 12 Pads/Pack     | pk  |             |              | VPO00054       | House Brand | \$ 7.25    |
| 234  | Padlock, Combination, 1-7/8"   | ea  | Master Lock | 1500D        | MLK1500D       | Brand name  | \$ 2.79    |
| 235  | Paper, Adding Machine, 2-1/4" x 130', 1-Ply, Bright White, Lint-Free, 50% Recycled, 12 Rolls/Pack                    | pk  |             |              | TOP7280        | Brand name  | \$ 4.22    |
| 236  | Paper, Adding Machine, 2-1/4" x 165', Thermal, 1-Ply, Bright White, 50% Recycled, 6 Rolls/Pack                       | pk  |             |              | UNV35762       | House Brand | \$ 9.75    |
| 237  | Paper, Adding Machine, 2-1/4" x 85', Thermal, 1-Ply, Bright White, 9 Rolls/Pack                                      | pk  |             |              | UNV35761       | House Brand | \$ 2.01    |
| 238  | Pins, Push, Assorted Color, 200/Box  | bx  |             |              | UNV31310       | House Brand | \$ 0.36    |
| 239  | Portfolio, Twin Pocket, Dark Blue, Recycled, 10/Pack   | pk  |             |              | AVE47985       | Brand name  | \$ 1.46    |
| 240  | Portfolio, Twin Pocket, Violet, Recycled, 10/Pack  | pk  |             |              | AVE47993       | Brand name  | \$ 1.22    |
| 241  | Pouch, Laminating, Legal-Size, 3-Mil, Clear, 50/Box  | bx  |             |              | UNV84630       | Brand name  | \$ 8.82    |
| 242  | Pouch, Laminating, Letter-Size, 3-Mil, Clear, 50/Box   | bx  |             |              | UNV84620       | Brand name  | \$ 4.47    |
| 243  | Punch, Hole, 2 Hole, Up to 50 Sheets   | ea  |             |              | OIC90082       | Brand name  | \$ 3.71    |
| 244  | Punch, Hole, 2 or 3 Hole Adjustable, Up to 10 Sheets   | ea  |             |              | UNV74323       | House Brand | \$ 2.10    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description  | U/M | Mfr             | Product Code  | Your Product # | Comment #   | Unit Price |
|------|--|-----|-----------------|---------------|----------------|-------------|------------|
| 245  | Punch, Hole, 3 Hole, Up to 30 Sheets               | ea  |                 |               | LEO90300       | Brand name  | \$ 17.09   |
| 246  | Punch, Hole, Handheld, 1 Hole, Up to 15 Sheets     | ea  |                 |               | LEO90001       | Brand name  | \$ 0.42    |
| 247  | Reel, Retracting ID Card, Each                     | ea  |                 |               | AVT75464       | Brand name  | \$ 1.00    |
| 248  | Refill, Air Freshener, Metered, Country Garden     | ea  | Timemist        | WTB332522TMCA | WTB332522TMCA  | Brand name  | \$ 2.93    |
| 249  | Remover, Staple, Grip-Type, Black/Dark Brown       | ea  |                 |               | LEO050         | Brand name  | \$ 0.22    |
| 250  | Remover, Staple, Push-Style                        | ea  | Stanley Bostich | 40000M-3C     | UNV10700       | House Brand | \$ 0.62    |
| 251  | Rest, Telephone Shoulder, Black                    | ea  | Ativa           | 26814         | SOF101         | Brand name  | \$ 3.80    |
| 252  | Ribbon, Calculator, Black/Red, 2/Pack              | pk  | Nukote          | NK80BRC2      | NUKBR80C       | Brand name  | \$ 0.98    |
| 253  | Ribbon, Calculator, Purple                         | ea  | Nukote          | NK301P        | NUKPM301       | Brand name  | \$ 2.17    |
| 254  | Rubber Cement, Plastic Bottle w/Brush, 4 oz.       | ea  |                 |               | EPI44          | Brand name  | \$ 0.96    |
| 255  | Rubber Cement, Quart Container                     | qt  |                 |               | EPI233         | Brand name  | \$ 6.53    |
| 256  | Rubberband, Size 16, 1# Package                    | pk  |                 |               | UNV00116       | House Brand | \$ 0.83    |
| 257  | Rubberband, Size 18, 1# Package                    | pk  |                 |               | UNV00118       | House Brand | \$ 0.81    |
| 258  | Rubberband, Size 19, 1# Package                    | pk  |                 |               | UNV00119       | House Brand | \$ 1.01    |
| 259  | Rubberband, Size 32, 1# Package                    | pk  |                 |               | UNV00132       | House Brand | \$ 0.83    |
| 260  | Rubberband, Size 33, 1# Package                    | pk  |                 |               | UNV00133       | House Brand | \$ 1.07    |
| 261  | Rubberband, Size 54 (Assorted Size), 1# Package    | pk  |                 |               | UNV00154       | House Brand | \$ 1.12    |
| 262  | Rubberband, Size 64, 1# Package                    | pk  |                 |               | UNV00164       | House Brand | \$ 1.07    |
| 263  | Rubberband, Size 107, 1# Package                   | pk  |                 |               | UNV01107       | House Brand | \$ 1.12    |
| 264  | Rubberband, Size 117B, 1# Package                  | pk  |                 |               | UNV01117       | House Brand | \$ 1.07    |
| 265  | Ruler, 12", Stainless Steel, Cork Backing          | ea  |                 |               | UNV59023       | House Brand | \$ 1.08    |
| 266  | Ruler, 18", Stainless Steel, Cork Backing          | ea  |                 |               | ACM10417       | Brand name  | \$ 1.22    |
| 267  | Sanitizer, Hand, Purell, With Pump, Original, 8 oz | ea  | Purell          | BZL9652-12CMQ | GOJ965212EA    | Brand name  | \$ 2.12    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description  | U/M | Mfr             | Product Code | Your Product # | Comment #   | Unit Price |
|------|--|-----|-----------------|--------------|----------------|-------------|------------|
| 268  | Scissors, 8", Cast-Iron, Right or Left Handed  | ea  |                 |              | UNV92006       | House Brand | \$ 0.32    |
| 269  | Soap, Dish, Antibacterial, 25 oz   | ea  |                 |              | CPM47928EA     | Brand name  | \$ 2.39    |
| 270  | Stamp, Pre-Inked, "Completed", Red or Blue   | ea  |                 |              | COS030706      | Brand name  | \$ 2.46    |
| 271  | Stamp, Pre-Inked, "Copy", Red or Blue  | ea  |                 |              | COS030700      | Brand name  | \$ 2.46    |
| 272  | Stamp, Pre-Inked, "Draft", Red or Blue   | ea  |                 |              | COS030701      | Brand name  | \$ 2.46    |
| 273  | Stamp, Pre-Inked, "Original", Red or Blue  | ea  |                 |              | COS030706      | Brand name  | \$ 2.46    |
| 274  | Stapler, Desk, Full-Strip, Black   | ea  |                 |              | LEO82210       | Brand name  | \$ 1.21    |
| 275  | Stapler, Electric Desktop, Up to 20 Sheets, Black  | ea  | Stanley Bostich | 02210        | BOS02210       | Brand name  | \$ 28.59   |
| 276  | Staples, Standard, 1/2", 1000/Box  | bx  |                 |              | SWI35312       | Brand name  | \$ 2.11    |
| 277  | Staples, Standard, 1/4", 5000/Box  | bx  |                 |              | LEO84500       | Brand name  | \$ 0.39    |
| 278  | Staples, Standard, 3/4", 1000/Box  | bx  |                 |              | SWI35319       | Brand name  | \$ 2.36    |
| 279  | Staples, Standard, 3/8", 1000/Box  | bx  |                 |              | SWI35318       | Brand name  | \$ 1.29    |
| 280  | Staples, Standard, 5/8", 1000/Box  | bx  |                 |              | SWI90009       | Brand name  | \$ 2.12    |
| 281  | Tag, Key, 1.25", White, Metal-Rim, 50/Pack   | pk  | Avery           | 11025        | AVE11025       | Brand name  | \$ 2.31    |
| 282  | Tag, Key, Slotted, White, Snap-Hook, 20/Pack   | pk  | MMF Industries  | 201300006    | MMF201300006   | Brand name  | \$ 2.45    |
| 283  | Tape, Audio Cassette, 60 Minute  | ea  |                 |              | MAXUR60        | Brand name  | \$ 0.30    |
| 284  | Tape, Audio Cassette, 90 Minute  | ea  |                 |              | MAXUR90        | Brand name  | \$ 0.35    |
| 285  | Tape, Audio Microcassette, 60 Minute   | ea  |                 |              | IMN00090       | Brand name  | \$ 0.53    |
| 286  | Tape, Book, 2" x 15 Yard, Clear  | ea  | 3M              | 845-R2       | MMM8452        | Brand name  | \$ 2.81    |
| 287  | Tape, Carton Sealing, Clear, 1-7/8' x 55 yard, 6 Rolls/Pack                                  | pk  |                 |              | MMM37102CR     | Brand name  | \$ 3.32    |
| 288  | Dispenser, Carton Sealing Tape, for 1-7/8" Tape, Adjustable Tension Control, Built in Cutter | ea  | 3M              | HB903        | MMMHB903       | Brand name  | \$ 3.87    |
| 289  | Tape, Correction, Single-Line, Mono the Original, Approx. 394", 2/Pack                       | pk  | Tombo           | 68627        | TOM68627       | Brand name  | \$ 3.36    |
| 290  | Tape, Double-Face Foam, 1/2" x 75"   | ea  | 3M              | 110          | MMM110         | Brand name  | \$ 0.87    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line               | Description  | U/M | Mfr            | Product Code | Your Product # | Comment #  | Unit Price  |
|--------------------|--|-----|----------------|--------------|----------------|------------|-------------|
| 291                | Tape, Duct, 2" x 60 yd,  | ea  |                |              | MMM1160A       | Brand name | \$ 2.81     |
| 292                | Tape, Invisible, 3/4 x 1296" 10 Rolls/Pack                                   | pk  |                |              | VPO00039       | Brand name | \$ 3.96     |
| 293                | Dispenser, Tape, Desktop, for 3/4" Tape on 1" Core, Weighted Base, Black     | ea  | 3M             | C38-BK       | UNV15001       | Brand name | \$ 0.65     |
| 294                | Tape, Masking, 1" x 60 yd,   | ea  |                |              | MMM260024A     | Brand name | \$ 0.77     |
| 295                | Tissue, Facial, Unscented, 2-Ply, 120 Sheets, 6/Pack                         | pk  |                |              | MRC2612PK      | Brand name | \$ 5.29     |
| 296                | Tissues, Eyeglass, 100/Box   | bx  |                |              | BAL8574GM      | Brand name | \$ 6.55     |
| 297                | Tray, Stackable, Letter-Size, Black (Price as Each/Specify Package Quantity) | ea  | Rubbermaid     | 63251        | RUB16001       | Brand name | \$ 1.01     |
| 298                | Wastebasket, Plastic, 28 Qt, "We Recycle", Rectangular, Blue                 | ea  |                |              | RUB295673BE    | Brand name | \$ 2.98     |
| 299                | Wastebasket, Plastic, 28 Qt, Rectangular, Black                              | ea  |                |              | RUB295600BK    | Brand name | \$ 2.80     |
| 300                | Water, Bottled, 16.9 oz, 24/Case   | ea  |                |              | NLE101243      | Brand name | \$ 2.96     |
| 301                | Wiper, Disinfectant & Deodorizing, Citrus Scent, 80 Count                    | ea  | Lysol          | BZL77182     | RAC77182EA     | Brand name | \$ 3.45     |
| 302                | Wipes, Approx 9 x 16-7/8", Approx 126/Box                                    | bx  | Kimberly-Clark | BZL34790     | KIM34790BX     | Brand name | \$ 6.80     |
| <b>Group Total</b> |  |     |                |              |                |            | \$ 1,430.78 |

**Writing Instruments**

|     |  |    |        |              |              |             |          |
|-----|--|----|--------|--------------|--------------|-------------|----------|
| 303 | Cleaner, Dry Erase, 8 oz                       | ea |        |              | SAN81803     | Brand name  | \$ 0.75  |
| 304 | Cleaner, Dry Erase, 128 oz                     | gl |        |              | SAN81800     | Brand name  | \$ 12.64 |
| 305 | Eraser, Click, 4/Pack                          | pk | Pentel | ZE21BPZ4-D24 | PENZE21BP3K6 | Brand name  | \$ 1.22  |
| 306 | Eraser, Dry Erase, 2 x 5"                      | ea | Expo   | 81505        | SAN81505     | Brand name  | \$ 1.00  |
| 307 | Eraser, Dry Erase, Extra-Large                 | ea | Expo   | 08474        | SAN8474      | Brand name  | \$ 4.51  |
| 308 | Highlighter, Pen Style, Assorted Colors 6/Pack | pk |        |              | UNV08840     | House Brand | \$ 1.21  |
| 309 | Highlighter, Pen Style, Blue, 12/bx            | bx |        |              | AVE24016     | Brand name  | \$ 2.94  |
| 310 | Highlighter, Pen Style, Green, 12/bx           | bx |        |              | BICBL11GN    | Brand name  | \$ 2.25  |
| 311 | Highlighter, Pen Style, Orange, 12/bx          | bx |        |              | AVE24050     | Brand name  | \$ 2.96  |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description   | U/M | Mfr     | Product Code | Your Product # | Comment #  | Unit Price |
|------|---|-----|---------|--------------|----------------|------------|------------|
| 312  | Highlighter, Pen Style, Pink, 12/bx   | bx  |         |              | AVE24010       | Brand name | \$ 2.94    |
| 313  | Highlighter, Pen Style, Yellow, 12/bx   | bx  |         |              | BICBL11YW      | Brand name | \$ 2.25    |
| 314  | Highlighter, Tank/Marker Style, Assorted Colors 4/Pack                            | pk  |         |              | SAN25076       | Brand name | \$ 1.09    |
| 315  | Highlighter, Tank/Marker Style, Blue, 12/bx                                       | bx  |         |              | SAN25010       | Brand name | \$ 3.27    |
| 316  | Highlighter, Tank/Marker Style, Green, 12/bx                                      | bx  |         |              | SAN25026       | Brand name | \$ 3.14    |
| 317  | Highlighter, Tank/Marker Style, Orange, 12/bx                                     | bx  |         |              | SAN25006       | Brand name | \$ 3.19    |
| 318  | Highlighter, Tank/Marker Style, Pink, 12/bx                                       | bx  |         |              | SAN25009       | Brand name | \$ 3.33    |
| 319  | Highlighter, Tank/Marker Style, Yellow, 12/bx                                     | bx  |         |              | SAN25025       | Brand name | \$ 3.23    |
| 320  | Lead Refills, 0.5 MM, 12/Tube   | tb  |         |              | PENC505HB      | Brand name | \$ 0.27    |
| 321  | Lead Refills, 0.7 MM, 12/Tube   | tb  |         |              | PEN50HB        | Brand name | \$ 0.28    |
| 322  | Marker, CD/DVD, Permanent, Twin-Tip, 4/Pack                                       | pk  | Sanford | 37035        | SAN37401       | Brand name | \$ 3.51    |
| 323  | Marker, Dry Erase, Chisel Tip, Low Odor, No Squeak, 4-Color, Black/Blue/Red/Green | pk  | Sanford | 83514        | SAN83514       | Brand name | \$ 2.34    |
| 324  | Markers, Dry-erase, Black, Chisel Tip, Low Odor, No Squeak, Non-Toxic, 12/box     | bx  | Sanford | 80001        | SAN80001       | Brand name | \$ 6.03    |
| 325  | Marker, Mean Streak, White  | ea  | Sharpie | 85018        | SAN85018       | Brand name | \$ 1.11    |
| 326  | Marker, Permanent, Bold Fine Tip, Black, 6/Pack                                   | pk  | Sanford | 33666        | SAN33666PP     | Brand name | \$ 3.64    |
| 327  | Marker, Permanent, Chisel Tip, Black, 12/bx                                       | bx  |         |              | UNV07051       | Brand name | \$ 0.93    |
| 328  | Marker, Permanent, Extra-Fine Tip, Black, 12/bx                                   | bx  | Sanford | 35001        | SAN35001       | Brand name | \$ 4.75    |
| 329  | Marker, Permanent, Fine Tip, Black, 12/bx   | bx  | Sanford | 30001        | SAN30001       | Brand name | \$ 6.36    |
| 330  | Marker, Permanent, Fine Tip, Black, 12/bx   | bx  | Sanford | 39311        | SAN30001       | Brand name | \$ 6.36    |
| 331  | Markers, Permanent, Fine Tip, 12-Color, 12/box                                    | pk  | Sharpie | 30072        | SAN30072       | Brand name | \$ 4.64    |
| 332  | Marker, Permanent, Ultra Fine Tip, Black, 12/bx                                   | bx  | Sanford | 37001        | SAN37001       | Brand name | \$ 4.57    |
| 333  | Marker, Permanent, Ultra-Fine Tip, 12-Color, 12/pk                                | pk  | Sharpie | 37175        | SAN37172       | Brand name | \$ 4.64    |
| 334  | Pen, Counterfeit Detector, 12/Box   | bx  |         |              | DRI351B1       | Brand name | \$ 15.18   |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description   | U/M | Mfr     | Product Code | Your Product # | Comment #   | Unit Price |
|------|---|-----|---------|--------------|----------------|-------------|------------|
| 335  | Pen, Retractable, Ballpoint, Fine, Black, 12/bx                               | bx  | Pilot   | 32210        | PIL32210       | Brand name  | \$ 4.90    |
| 336  | Pen, Retractable, Ballpoint, Fine, Blue, 12/bx                                | bx  | Pilot   | 32211        | PIL32211       | Brand name  | \$ 4.68    |
| 337  | Pen, Retractable, Ballpoint, Medium, Black, 12/bx                             | bx  | Pilot   | 32220        | PIL32220       | Brand name  | \$ 4.68    |
| 338  | Pen, Retractable, Ballpoint, Medium, Blue, 12/bx                              | bx  | Pilot   | 32221        | PIL32221       | Brand name  | \$ 4.68    |
| 339  | Pen, Retractable, Ballpoint, Medium, Red, 12/bx                               | bx  | Pilot   | 32222        | PIL32222       | Brand name  | \$ 5.64    |
| 340  | Pen, Rollerball, Fine, Black, Uniball Onyx, 12/bx                             | bx  | Sanford | 60143        | SAN60143       | Brand name  | \$ 2.10    |
| 341  | Pen, Rollerball, Fine, Blue, Uniball Onyx, 12/bx                              | bx  | Sanford | 60145        | SAN60145       | Brand name  | \$ 2.14    |
| 342  | Pen, Rollerball, Fine, Red, Uniball Onyx, 12/bx                               | bx  | Sanford | 60144        | SAN60144       | Brand name  | \$ 2.16    |
| 343  | Pen, Rollerball, Micro, Black, Uniball Onyx, 12/bx                            | bx  | Sanford | 60040        | SAN60040       | Brand name  | \$ 2.07    |
| 344  | Pen, Rollerball, Micro, Blue, Uniball Onyx, 12/bx                             | bx  | Sanford | 60041        | SAN60041       | Brand name  | \$ 2.07    |
| 345  | Pen, Rollerball, Micro, Red, Uniball Onyx, 12/bx                              | bx  | Sanford | 60042        | SAN60042       | Brand name  | \$ 2.07    |
| 346  | Pen, Secure-A-Pen and Base, Black   | ea  | Foray   | 258035504    | MMF28704       | Brand name  | \$ 0.73    |
| 347  | Refill, Secure-A-Pen, Black   | ea  | Foray   | 258035604    | MMF28704       | Brand name  | \$ 0.73    |
| 348  | Pen, Stick, Ballpoint, Fine, Black, 12/bx                                     | bx  | Sanford | 85587        | PAP85587       | Brand name  | \$ 3.60    |
| 349  | Pen, Stick, Ballpoint, Fine, Blue, 12/bx                                      | bx  | Sanford | 85588        | PAP85588       | Brand name  | \$ 3.60    |
| 350  | Pen, Stick, Ballpoint, Medium, Black, 12/bx                                   | bx  | Sanford | 85585        | PAP85585       | Brand name  | \$ 3.55    |
| 351  | Pen, Stick, Ballpoint, Medium, Blue, 12/bx                                    | bx  | Sanford | 85586        | PAP85586       | Brand name  | \$ 3.60    |
| 352  | Pen, Stick, Ballpoint, Medium, Red, 12/bx                                     | bx  | Sanford | 85589        | PAP85589       | Brand name  | \$ 3.60    |
| 353  | Pencil, #2, 12/Pack   | pk  | Dixon   | 12872        | DIX12872       | Brand name  | \$ 3.20    |
| 354  | Pencil, Golf, #2, 12/Pack   | pk  | Dixon   | 20397        | UNV24264       | House Brand | \$ 2.50    |
| 355  | Pencil, Mechanical, 0.5 MM, Eraser (Price as each, indicate package quantity) | ea  | Sanford |              | PAP74419       | Brand name  | \$ 0.10    |
| 356  | Pencil, Mechanical, 0.7 MM, Eraser (Price as each, indicate package quantity) | ea  | Sanford |              | PAP3030131     | Brand name  | \$ 0.15    |
| 357  | Sharpener, Electric Pencil, Black   | ea  | Xacto   |              | EPI1900        | Brand name  | \$ 13.98   |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line               | Description   | U/M | Mfr        | Product Code | Your Product # | Comment #  | Unit Price |
|--------------------|---|-----|------------|--------------|----------------|------------|------------|
| <b>Group Total</b> |   |     |            |              |                |            | \$ 193.04  |
| <b>Paper</b>       |   |     |            |              |                |            |            |
| 358                | Paper, Copy, 8.5 x 11", 20#, 104 D65 Brightness, 35% Recycled, 10 Reams/Case, White                               | cs  |            |              | HAM86700       | Brand name | \$ 31.54   |
| 359                | Paper, Copy, 3-Hole Punched, 8.5 x 11", 20#, 92 US Brightness, 35% Recycled, 10 Reams/Case, White                 | cs  |            |              | HAM86702       | Brand name | \$ 39.83   |
| 360                | Paper, Copy, 3-Hole Punched, 8.5 x 14", 20#, 92 US Brightness, 35% Recycled, 10 Reams/Case, White                 | cs  |            |              | HAM86704       | Brand name | \$ 51.60   |
| 361                | Paper, Copy, 3-Hole Punched, 11 x 17", 20#, 92 US Brightness, 35% Recycled, 10 Reams/Case, White                  | cs  |            |              | HAM8675        | Brand name | \$ 80.40   |
| 362                | Paper, Copy, 3-Hole Punched, 8.5 x 11", 3-Hole Punched, 20#, 92 US Brightness, 35% Recycled, 10 Reams/Case, White | cs  |            |              | HAM86702       | Brand name | \$ 39.83   |
| 363                | Paper, Copy, 3-Hole Punched, 8.5 x 11", 20#, 92 US Brightness, Virgin, 10 Reams/Case, White                       | cs  |            |              | VPO00015       | Brand name | \$ 32.30   |
| 364                | Paper, Copy, 3-Hole Punched, 8.5 x 14", 20#, 92 US Brightness, Virgin, 10 Reams/Case, White                       | cs  |            |              | VPO00013       | Brand name | \$ 45.70   |
| 365                | Paper, Copy, 3-Hole Punched, 11 x 17", 20#, 92 US Brightness, Virgin, 10 Reams/Case, White                        | cs  |            |              | VPO00014       | Brand name | \$ 89.10   |
| 366                | Paper, Copy, 3-Hole Punched, 8.5 x 11", 3-Hole Punched, 20#, 92 US Brightness, Virgin, 10 Reams/Case, White       | cs  |            |              | WIL851031      | Brand name | \$ 32.30   |
| 367                | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Blue  | rm  |            |              | CASMP2201BE    | Brand name | \$ 2.58    |
| 368                | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Green   | rm  |            |              | CASMP2201GN    | Brand name | \$ 2.58    |
| 369                | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Lilac   | rm  |            |              | CASMP2201LV    | Brand name | \$ 2.58    |
| 370                | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Pink  | rm  |            |              | CASMP2201PK    | Brand name | \$ 2.58    |
| 371                | Paper, Copy, 8.5 x 11", 20#, 30% Recycled, 500 Sheets/Ream, Yellow  | rm  |            |              | CASMP2201CY    | Brand name | \$ 2.58    |
| 372                | Paper, Copy, 8.5 x 11", 24#, 113 D65 Brightness, 35% Recycled, 500 Sheets/Ream, White                             | rm  |            |              | HAM104604      | Brand name | \$ 3.77    |
| 373                | Paper, Ink-Jet, 8.5 x 11", 24#, 113 D65 Brightness, 35% Recycled, 500 Sheets/Ream, White                          | rm  |            |              | HAM104604      | Brand name | \$ 3.77    |
| 374                | Paper, Copy, 8.5 x 11", 28#, 98 TAPPI Brightness, Super Smooth Finish for Color Copies, 500 Sheets/Ream, White    | rm  | Hammermill | 10246-7      | HAM102467      | Brand name | \$ 5.27    |
| 375                | Paper, Brights, 8.5 x 11", 24#, 20% Recycled, 500 Sheets/Pkg, Lime Green  | pk  | Xerox      | 3R11645      | CASMP2241LE    | Brand name | \$ 4.34    |
| 376                | Paper, Card Stock, 8.5 x 11", 65#, 96 TAPPI Brightness, 20% Recycled, Smooth Finish, 250/Pack, White              | pk  |            |              | WAU82211       | Brand name | \$ 3.20    |
| 377                | Paper, Vellum Cover Stock, 8.5 x 11", 67#, 20% Recycled, 250/Pack, White  | pk  | Xerox      | 3R11664      | WAU82318       | Brand name | \$ 5.36    |
| 378                | Paper, Card Stock, 8.5 x 11", 90#, 20% Recycled, 250/Pack, White  | pk  | Xerox      | 3R11620      | WAU49311       | Brand name | \$ 3.92    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line                             | Description   | U/M | Mfr            | Product Code | Your Product # | Comment #  | Unit Price |
|----------------------------------|---|-----|----------------|--------------|----------------|------------|------------|
| <b>Group Total</b>               |   |     |                |              |                |            | \$ 485.13  |
| <b><u>Classroom Supplies</u></b> |   |     |                |              |                |            |            |
| 379                              | Brush, Acrylic Paint, 1", Flat, Wood Handle                               | ea  |                |              | LEO73599       | Brand name | \$ 0.45    |
| 380                              | Brush, Acrylic Paint, 1/2", Flat, Wood Handle                             | ea  |                |              | LEO73550       | Brand name | \$ 0.24    |
| 381                              | Brush, Watercolor, # 7, Round, Camel Hair, Wood Handle                    | ea  |                |              | LEO73507       | Brand name | \$ 0.20    |
| 382                              | Brush, Watercolor, #12, Round, Camel Hair, Wood Handle                    | ea  |                |              | LEO73512       | Brand name | \$ 0.27    |
| 383                              | Brush, Watercolor, #2, Round, Camel Hair, Wood Handle                     | ea  |                |              | LEO73502       | Brand name | \$ 0.12    |
| 384                              | Brush, Watercolor, #4, Round, Camel Hair, Wood Handle                     | ea  |                |              | LEO73504       | Brand name | \$ 0.17    |
| 385                              | Chalk, Chalkboard, Dustless, Assorted Colors, 10 pieces/pk                | pk  |                |              | BIN510816      | Brand name | \$ 0.42    |
| 386                              | Chalk, Chalkboard, Dustless, White, 12 pieces/pk                          | pk  |                |              | BIN501402      | Brand name | \$ 0.42    |
| 387                              | Chalk, Sidewalk, Assorted Colors, 4" x 1" , 20 pieces per package         | pk  |                |              | BIN511515      | Brand name | \$ 3.39    |
| 388                              | Clay, Modeling, 4 Assorted Colors: Red, Yellow, Blue, Green, 1 lb. Box    | bx  |                |              | DIX00740       | Brand name | \$ 0.92    |
| 389                              | Craft Sticks, Assorted Colors, 6" x 3/4", 500 pieces per box              | bx  |                |              | PAC25370       | Brand name | \$ 3.50    |
| 390                              | Craft Sticks, Wooden, Natural Color, 4- 1/4" X 3/8", 1,000 pieces per box | bx  |                |              | PAC25350       | Brand name | \$ 2.77    |
| 391                              | Crayons, Regular, 64-Count w/Sharpener In Tuck Box, <b>No Sub</b>         | bx  | Binney & Smith | 52-0064D     | BIN52064D      | Brand name | \$ 2.88    |
| 392                              | Crayons, Construction Paper, 16-Count, <b>No Sub</b>                      | bx  | Binney & Smith | 52-5816      | BIN521617      | Brand name | \$ 28.60   |
| 393                              | Crayons, Glitter, Regular, 16-Count, <b>No Sub</b>                        | bx  | Binney & Smith | 52-3716      | BIN523716      | Brand name | \$ 1.35    |
| 394                              | Crayons, Large, 8-Count, <b>No Sub</b>                                    | bx  | Binney & Smith | 52-0080      | BIN520080      | Brand name | \$ 1.26    |
| 395                              | Crayons, Large, Multicultural, 8-Count, <b>No Sub</b>                     | bx  | Binney & Smith | 52-080W      | BIN52080W      | Brand name | \$ 1.26    |
| 396                              | Crayons, Primary Colors, 8-Count, <b>No Sub</b>                           | bx  | Binney & Smith | 52-0008      | BIN520008      | Brand name | \$ 0.50    |
| 397                              | Crayons, Regular, 16-Count, <b>No Sub</b>                                 | bx  | Binney & Smith | 52-0016      | BIN520016      | Brand name | \$ 0.96    |
| 398                              | Crayons, Regular, 24-Count, <b>No Sub</b>                                 | bx  | Binney & Smith | 52-0024      | BIN520024      | Brand name | \$ 1.23    |
| 399                              | Crayons, Regular, Multicultural, 8-Count, <b>No Sub</b>                   | bx  | Binney & Smith | 52-008W      | BIN52008W      | Brand name | \$ 0.50    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description   | U/M | Mfr            | Product Code | Your Product # | Comment #  | Unit Price |
|------|---|-----|----------------|--------------|----------------|------------|------------|
| 400  | Glitter, Plastic Shaker Jar, Blue, 16 oz per each                       | ea  |                |              | PAC91750       | Brand name | \$ 4.28    |
| 401  | Glitter, Plastic Shaker Jar, Gold, 16 oz per each                       | ea  |                |              | PAC91780       | Brand name | \$ 4.28    |
| 402  | Glitter, Plastic Shaker Jar, Green, 16 oz per each                      | ea  |                |              | PAC91760       | Brand name | \$ 4.28    |
| 403  | Glitter, Plastic Shaker Jar, Red, 16 oz per each                        | ea  |                |              | PAC91740       | Brand name | \$ 4.28    |
| 404  | Glitter, Plastic Shaker Jar, Silver, 16 oz per each                     | ea  |                |              | PAC91710       | Brand name | \$ 4.28    |
| 405  | Glue Stick, Approx. 1.4 oz, Purple/Dries Clear, 12/pk                   | pk  |                |              | LEO94530       | Brand name | \$ 0.43    |
| 406  | Glue Stick, Washable, Acid-Free, Approx. .29 oz., 24/pk                 | pk  |                |              | MMM600824S     | Brand name | \$ 5.15    |
| 407  | Glue, Roll-On   | ea  | Dixon          | 49899        | PENER101       | Brand name | \$ 1.10    |
| 408  | Glue, School, Washable, White/Clear Dry, 128 oz., <b>No Sub</b>         | ea  | Elmer's        | E340NR       | EPIE340        | Brand name | \$ 6.71    |
| 409  | Glue, School, Washable, White/Clear Dry, 4 oz., <b>No Sub</b>           | ea  | Elmer's        | E304NR       | EPIE304        | Brand name | \$ 0.59    |
| 410  | Glue, School, Washable, White/Clear Dry, 8 oz., <b>No Sub</b>           | ea  | Elmer's        | E308NR       | EPIE308        | Brand name | \$ 0.93    |
| 411  | Ink, India, Waterproof, Black, 1 oz.                                    | ea  |                |              | SAN44201       | Brand name | \$ 0.90    |
| 412  | Markers, Broad, Chisel, Felt-Tip, Assorted Colors, Permanent, 8 per set | st  |                |              | BIN587808      | Brand name | \$ 2.42    |
| 413  | Markers, Broad, Chisel, Felt-Tip, Purple, Non-toxic, Permanent, 12/pk   | dz  |                |              | AVE08884       | Brand name | \$ 3.96    |
| 414  | Markers, Broadline, NonWashable, 16 Colors, Classpack, 256 per pack     | pk  | Binney & Smith | 58-8201      | BIN588201      | Brand name | \$ 49.57   |
| 415  | Markers, Broadline, Washable, 8 colors, Classpack, 200 per pk           | pk  | Binney & Smith | 58-8200      | BIN588200      | Brand name | \$ 53.40   |
| 416  | Markers, Conical-Tip, Tropical Colors, 8/set                            | st  | Binney & Smith | 58-7716      | BIN587716      | Brand name | \$ 2.42    |
| 417  | Markers, Fine-Line, Washable, 10 colors, Classpack, 200 per pk          | pk  | Binney & Smith | 58-8211      | BIN588211      | Brand name | \$ 55.64   |
| 418  | Markers, Thin-Line, Washable, 10 colors, Classpack, 200 per pk          | pk  | Binney & Smith | 58-8210      | BIN588210      | Brand name | \$ 44.50   |
| 419  | Markers, Water Color, Unscented, 12-Color Set                           | st  | Sanford        | 22672        | SAN22672       | Brand name | \$ 3.42    |
| 420  | Markers, Wedge-Tip, Washable, 8-Color, 8/pk                             | pk  | Crayola        | 58-7208      | BIN587808      | Brand name | \$ 2.42    |
| 421  | Paint Set, Watercolor, 8-Color Set with Brush <b>No Subs</b>            | st  | Binney & Smith | 53-0080      | BIN530080      | Brand name | \$ 2.55    |
| 422  | Paint, Finger, Washable, Black, 1 qt Container                          | ea  | Binney & Smith | 55-1332-051  | BIN551316051   | Brand name | \$ 3.67    |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description   | U/M | Mfr            | Product Code  | Your Product # | Comment #  | Unit Price |
|------|---|-----|----------------|---------------|----------------|------------|------------|
| 423  | Paint, Finger, Washable, Blue, 1 qt Container                       | ea  | Binney & Smith | 55-1332-1-042 | BIN551316042   | Brand name | \$ 3.67    |
| 424  | Paint, Finger, Washable, Green, 1 qt Container                      | ea  | Binney & Smith | 55-1332-1-044 | BIN551316044   | Brand name | \$ 3.67    |
| 425  | Paint, Finger, Washable, Yellow, 1 qt Container                     | ea  | Binney & Smith | 55-1332-1-034 | BIN551316034   | Brand name | \$ 3.67    |
| 426  | Paint, Tempera, Black, 16 oz. per Container, <b>No Sub</b>          | ea  | Binney & Smith | 54-3115-51    | BIN543115051   | Brand name | \$ 2.04    |
| 427  | Paint, Tempera, Brown, 16 oz. per Container, <b>No Sub</b>          | ea  | Binney & Smith | 54-3115-07    | BIN543115007   | Brand name | \$ 2.04    |
| 428  | Paint, Tempera, Green, 16 oz. per Container, <b>No Sub</b>          | ea  | Binney & Smith | 54-3115-44    | BIN543115044   | Brand name | \$ 2.04    |
| 429  | Paint, Tempera, Magenta, 16 oz. per Container, <b>No Sub</b>        | ea  | Binney & Smith | 54-3115-069   | BIN53116069    | Brand name | \$ 2.04    |
| 430  | Paint, Tempera, Orange, 16 oz. per Container, <b>No Sub</b>         | ea  | Binney & Smith | 54-3115-36    | BIN543115036   | Brand name | \$ 2.04    |
| 431  | Paint, Tempera, Peach, 16 oz. per Container, <b>No Sub</b>          | ea  | Binney & Smith | 54-3115-033   | BIN543115033   | Brand name | \$ 2.04    |
| 432  | Paint, Tempera, Red, 16 oz. per Container, <b>No Sub</b>            | ea  | Binney & Smith | 54-3115-38    | BIN543115038   | Brand name | \$ 2.04    |
| 433  | Paint, Tempera, Red, 16 oz. per Container, <b>No Sub</b>            | ea  | Binney & Smith | 54-3115-40    | BIN543115040   | Brand name | \$ 2.04    |
| 434  | Paint, Tempera, Turquoise, 16 oz. per Container, <b>No Sub</b>      | ea  | Binney & Smith | 54-3115-048   | BIN531116048   | Brand name | \$ 2.04    |
| 435  | Paint, Tempera, Ultra Blue, 16 oz. per Container, <b>No Sub</b>     | ea  | Binney & Smith | 54-3115-42    | BIN543115042   | Brand name | \$ 2.04    |
| 436  | Paint, Tempera, White, 16 oz. per Container, <b>No Sub</b>          | ea  | Binney & Smith | 54-3115-53    | BIN543115053   | Brand name | \$ 2.04    |
| 437  | Paint, Tempera, Yellow, 16 oz. per Container, <b>No Sub</b>         | ea  | Binney & Smith | 54-3115-34    | BIN543115034   | Brand name | \$ 2.04    |
| 438  | Paper, Contact, 18" x 25 yds, Clear                                 | ea  |                |               | AVE73610       | Brand name | \$ 13.05   |
| 439  | Paper, Drawing, 12" x 18", Manila, 60#, 500 per pack                | pk  |                |               | PAC4212        | Brand name | \$ 10.36   |
| 440  | Paper, Drawing, 12" x 18", White 60#, 500 per pack                  | pk  |                |               | PAC4712        | Brand name | \$ 12.00   |
| 441  | Paper, Drawing, 9" x 12", Manila, 60#, 500 per pack                 | pk  |                |               | PAC4209        | Brand name | \$ 5.32    |
| 442  | Paper, Drawing, 9" x 12", White 60#, 500 per pack                   | pk  |                |               | PAC4709        | Brand name | \$ 6.01    |
| 443  | Paper, Tissue 20" x 30", 20-Colors, 20 per pack                     | pk  | Spectra        | 58506         | PAC58506       | Brand name | \$ 1.56    |
| 444  | Paper, Tissue 20" x 30", 20-Colors, 100 per pack                    | pk  | Spectra        | 58516         | PAC58516       | Brand name | \$ 5.61    |
| 445  | Pencil, 50 Assorted Colors, 3.3mm Lead, 7", Art-Quality, 50 per set | st  | Binney & Smith | 68-4050       | BIN684050      | Brand name | \$ 5.54    |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line               | Description   | U/M | Mfr            | Product Code | Your Product # | Comment #  | Unit Price |
|--------------------|---|-----|----------------|--------------|----------------|------------|------------|
| 446                | Pencil, Art, Thick Lead, Professional, 48 Assorted Colors, 48 per set           | st  | Sanford        | 3598         | SAN3598T       | Brand name | \$ 30.74   |
| 447                | Pencil, Colored, 12 Assorted Colors, 3.3mm Lead, 7", Art-Quality, 12 per set    | st  | Binney & Smith | 685012E      | PAP5012FY      | Brand name | \$ 0.83    |
| 448                | Pencil, Colored, 8 Multicultural Colors, 3.3mm Lead, 7", Art-Quality, 8 per set | st  | Binney & Smith | 68-4208      | BIN684208      | Brand name | \$ 1.09    |
| 449                | Pencil, Elementary School, w/Eraser   | dz  | Dixon          | 13304        | DIX13304       | Brand name | \$ 1.01    |
| 450                | Pencil, Water Color, Set of 12  | st  | Binney & Smith | 68-4302      | BIN684302      | Brand name | \$ 2.15    |
| 451                | Scissors, Student, 5" Long, Blunt Tip, Right or Left-Handed Use                 | ea  | Fiskars        | 94167097     | FSK94167097    | Brand name | \$ 0.98    |
| 452                | Scissors, Student, 5" Long, Pointed Tip, Right or Left-Handed Use               | ea  | Fiskars        | 94307097     | FSK94307097    | Brand name | \$ 0.98    |
| 453                | Scissors, Student, 7" Long, Right or Left-Handed Use                            | ea  | Fiskars        | 12-94587097  | FSK1294587097  | Brand name | \$ 0.98    |
| 454                | Stems, Chenille, 12", Assorted Colors, 100/pk                                   | pk  |                |              | LEO65400       | Brand name | \$ 0.77    |
| 455                | Stems, Chenille, 12", White, 100/pk   | pk  |                |              | LEO65435       | Brand name | \$ 0.77    |
| <b>Group Total</b> |   |     |                |              |                |            | \$ 447.82  |

**New Ink and Toner Cartridges (ORIGINAL EQUIPMENT ONLY - NO SUBSTITUTES)**

|     |                                    |    |         |          |             |            |          |
|-----|------------------------------------|----|---------|----------|-------------|------------|----------|
| 456 | Drum Unit, Black                   | ea | Brother | DR350    | BRTDR350    | Brand name | \$ 72.17 |
| 457 | Drum Unit, Black                   | ea | Brother | DR400    | BRTDR400    | Brand name | \$ 80.06 |
| 458 | Drum Unit, Black                   | ea | Brother | TN430    | BRTTN430    | Brand name | \$ 39.46 |
| 459 | Drum Unit, High Yield, Black       | ea | Brother | TN460    | BRTTN460    | Brand name | \$ 55.36 |
| 460 | Ink Cartridge, Black               | ea | Brother | LC41BK   | BRTL41BK    | Brand name | \$ 14.48 |
| 461 | Toner Cartridge, Black             | ea | Brother | TN250    | BRTTN250    | Brand name | \$ 22.14 |
| 462 | Toner Cartridge, Black             | ea | Brother | TN350    | BRTTN350    | Brand name | \$ 39.46 |
| 463 | Toner Cartridge, Black             | ea | Brother | TN430    | BRTTN430    | Brand name | \$ 39.46 |
| 464 | Toner Cartridge, Black             | ea | Brother | TN5000PF | BRTTN5000PF | Brand name | \$ 24.19 |
| 465 | Toner Cartridge, Black Fax         | ea | Brother | PC201    | BRTPC201    | Brand name | \$ 19.42 |
| 466 | Toner Cartridge, High Yield, Black | ea | Brother | TN460    | BRTTN460    | Brand name | \$ 55.36 |

## Office Supplies Core List Price Schedule

### Wist Office Products

| Line | Description                       | U/M | Mfr    | Product Code | Your Product #  | Comment #  | Unit Price |
|------|-----------------------------------|-----|--------|--------------|-----------------|------------|------------|
| 467  | Ink Cartridge, Black              | ea  | Canon  | 0620B002AA   | CNMCLI8BK       | Brand name | \$ 12.92   |
| 468  | Ink Cartridge, Cyan               | ea  | Canon  | 0621B002AA   | CNMCLI8C        | Brand name | \$ 13.21   |
| 469  | Ink Cartridge, Magenta            | ea  | Canon  | 0622B002AA   | CNMCLI8M        | Brand name | \$ 13.21   |
| 470  | Ink Cartridge, Yellow             | ea  | Canon  | 0623B002AA   | CNMCLI8Y        | Brand name | \$ 13.21   |
| 471  | Ink Cartridge, Photo, Cyan        | ea  | Canon  | 0624B002AA   | CNMCLI8PHOTOCYN | Brand name | \$ 13.21   |
| 472  | Ink Cartridge, Photo, Magenta     | ea  | Canon  | 0625B002AA   | CNMCLI8PHOTOMA  | Brand name | \$ 13.21   |
| 473  | Ink Cartridge, Black 3/Pack       | pk  | Canon  | BCI-10BK     | CNMBCI10        | Brand name | \$ 13.73   |
| 474  | Toner Cartridge, Black            | ea  | Canon  | 0264B001AA   | CNM0264B001     | Brand name | \$ 104.77  |
| 475  | Toner Cartridge, Black            | ea  | Canon  | 7833A001AA   | CNMS35          | Brand name | \$ 79.05   |
| 476  | Toner Cartridge, Black            | ea  | Canon  | M1491A002AA  | CNME40          | Brand name | \$ 79.96   |
| 477  | Toner Cartridge, Black            | ea  | Canon  | M6812A001AA  | CNML50          | Brand name | \$ 90.00   |
| 478  | Toner Cartridge, Black            | ea  | Canon  | MFX-1        | NUKLT78R        | Brand name | \$ 28.06   |
| 479  | Ink Cartridge, Black              | ea  | Compaq | 13400HC      | LEX13400HC      | Brand name | \$ 33.21   |
| 480  | Ink Cartridge, Color              | ea  | Epson  | T009201      | EPST009201      | Brand name | \$ 20.48   |
| 481  | Drum Kit, Color                   | ea  | HP     | C4153A       | HEWC4153A       | Brand name | \$ 133.24  |
| 482  | Drum Kit, Color                   | ea  | HP     | C4195A       | HEWC4195A       | Brand name | \$ 69.65   |
| 483  | Ink Cartridge, #02, Black         | ea  | HP     | C8721WN      | HEWC8721WN      | Brand name | \$ 15.43   |
| 484  | Ink Cartridge, #02, Cyan          | ea  | HP     | C8771WN      | HEWC8771WN      | Brand name | \$ 8.06    |
| 485  | Ink Cartridge, #02, Light Cyan    | ea  | HP     | C8774WN      | HEWC8774WN      | Brand name | \$ 8.06    |
| 486  | Ink Cartridge, #02, Light Magenta | ea  | HP     | C8775WN      | HEWC8775WN      | Brand name | \$ 8.06    |
| 487  | Ink Cartridge, #02, Magenta       | ea  | HP     | C8772WN      | HEWC8772WN      | Brand name | \$ 7.28    |
| 488  | Ink Cartridge, #02, Yellow        | ea  | HP     | C8773WN      | HEWC8773WN      | Brand name | \$ 8.06    |
| 489  | Ink Cartridge, #10, Black         | ea  | HP     | C4844A       | HEWC4844A       | Brand name | \$ 28.98   |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description                              | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|------|--|-----|-----|--------------|----------------|------------|------------|
| 490  | Ink Cartridge, #11, Cyan                 | ea  | HP  | C4836A       | HEWC4836A      | Brand name | \$ 28.70   |
| 491  | Ink Cartridge, #11, Magenta              | ea  | HP  | C4837A       | HEWC4837A      | Brand name | \$ 28.70   |
| 492  | Ink Cartridge, #11, Yellow               | ea  | HP  | C4838A       | HEWC4838A      | Brand name | \$ 28.70   |
| 493  | Ink Cartridge, #110, Tri-Color           | ea  | HP  | CB304AN      | HEWCB304AN     | Brand name | \$ 15.90   |
| 494  | Ink Cartridge, #12, Cyan                 | ea  | HP  | C4804A       | HEWC4804A      | Brand name | \$ 52.06   |
| 495  | Ink Cartridge, #12, Magenta              | ea  | HP  | C4805A       | HEWC4805A      | Brand name | \$ 52.06   |
| 496  | Ink Cartridge, #12, Yellow               | ea  | HP  | C4806A       | HEWC4806A      | Brand name | \$ 52.06   |
| 497  | Ink Cartridge, #15, Black                | ea  | HP  | C6615DN      | HEWC6615DN     | Brand name | \$ 23.10   |
| 498  | Ink Cartridge, #20, Black                | ea  | HP  | C6614D       | HEWC6614D      | Brand name | \$ 24.57   |
| 499  | Ink Cartridge, #21, Black                | ea  | HP  | C9351AN      | HEWC9351AN     | Brand name | \$ 10.72   |
| 500  | Ink Cartridge, #22, Tri-Color            | ea  | HP  | C9352AN      | HEWC9352AN     | Brand name | \$ 15.09   |
| 501  | Ink Cartridge, #27, Black                | ea  | HP  | C8727AN      | HEWC8727AN     | Brand name | \$ 15.73   |
| 502  | Ink Cartridge, #29, Black                | ea  | HP  | 51629A       | HEW51629A      | Brand name | \$ 26.34   |
| 503  | Ink Cartridge, #40, Black                | ea  | HP  | 51640A       | HEW51640A      | Brand name | \$ 27.08   |
| 504  | Ink Cartridge, #44, Cyan                 | ea  | HP  | 51644C       | HEW51644C      | Brand name | \$ 27.76   |
| 505  | Ink Cartridge, #44, Magenta              | ea  | HP  | 51644M       | HEW51644M      | Brand name | \$ 27.76   |
| 506  | Ink Cartridge, #44, Yellow               | ea  | HP  | 51644Y       | HEW51644Y      | Brand name | \$ 27.76   |
| 507  | Ink Cartridge, #45, Black                | ea  | HP  | 51645A       | HEW51645A      | Brand name | \$ 27.35   |
| 508  | Ink Cartridge, #56, Black                | ea  | HP  | C6656AN      | HEWC6656AN     | Brand name | \$ 18.34   |
| 509  | Ink Cartridge, #57, Tri-Color            | ea  | HP  | C6657AN      | HEWC6657AN     | Brand name | \$ 29.33   |
| 510  | Ink Cartridge, #74, Black                | ea  | HP  | CB335WN      | HEWCB335WN     | Brand name | \$ 10.72   |
| 511  | Ink Cartridge, #75, Tri-Color            | ea  | HP  | CB337WN      | HEWCB337WN     | Brand name | \$ 13.62   |
| 512  | Ink Cartridge, #78, Plus-Size, Tri-Color | ea  | HP  | CB277AN      | HEWCB277AN     | Brand name | \$ 32.34   |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description                           | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|------|---------------------------------------|-----|-----|--------------|----------------|------------|------------|
| 513  | Ink Cartridge, #78, Tri-Color         | ea  | HP  | C6578DN      | HEWC6578DN     | Brand name | \$ 29.33   |
| 514  | Ink Cartridge, #88, Black             | ea  | HP  | C9385AN      | HEWC9385AN     | Brand name | \$ 17.61   |
| 515  | Ink Cartridge, #88, Cyan              | ea  | HP  | C9386AN      | HEWC9386AN     | Brand name | \$ 11.74   |
| 516  | Ink Cartridge, #88, High Yield, Black | ea  | HP  | C9396AN      | HEWC9396AN     | Brand name | \$ 27.13   |
| 517  | Ink Cartridge, #88, Magenta           | ea  | HP  | C9387AN      | HEWC9387AN     | Brand name | \$ 11.74   |
| 518  | Ink Cartridge, #88, Yellow            | ea  | HP  | C9388AN      | HEWC9388AN     | Brand name | \$ 11.74   |
| 519  | Ink Cartridge, #92, Black             | ea  | HP  | C9362WN      | HEWC9362WN     | Brand name | \$ 10.72   |
| 520  | Ink Cartridge, #93, Tri-Color         | ea  | HP  | C9361WN      | HEWC9361WN     | Brand name | \$ 16.34   |
| 521  | Ink Cartridge, #94 Black              | ea  | HP  | C8765WN      | HEWC8765WN     | Brand name | \$ 17.98   |
| 522  | Ink Cartridge, #95 Tri-Color          | ea  | HP  | C8766WN      | HEWC8766WN     | Brand name | \$ 19.19   |
| 523  | Ink Cartridge, #96, Large, Black      | ea  | HP  | C8767WN      | HEWC8767WN     | Brand name | \$ 25.46   |
| 524  | Ink Cartridge, #97, Large, Tri-Color  | ea  | HP  | C9363WN      | HEWC9363WN     | Brand name | \$ 28.48   |
| 525  | Ink Cartridge, #98, Black             | ea  | HP  | C9364WN      | HEWC9364WN     | Brand name | \$ 16.72   |
| 526  | Ink Cartridge, #99, Photo             | ea  | HP  | C9369WN      | HEWC9369WN     | Brand name | \$ 19.73   |
| 527  | Kit, Ink Cartridge, Black             | ea  | HP  | C4890A       | HEWC4890A      | Brand name | \$ 156.84  |
| 528  | Kit, Ink Cartridge, Cyan              | ea  | HP  | C4891A       | HEWC4891A      | Brand name | \$ 156.84  |
| 529  | Kit, Ink Cartridge, Magenta           | ea  | HP  | C4892A       | HEWC4892A      | Brand name | \$ 156.84  |
| 530  | Kit, Ink Cartridge, Yellow            | ea  | HP  | C4893A       | HEWC4893A      | Brand name | \$ 156.84  |
| 531  | Printhead, #11, Black                 | ea  | HP  | C4810A       | HEWC4810A      | Brand name | \$ 26.58   |
| 532  | Printhead, #11, Cyan                  | ea  | HP  | C4811A       | HEWC4811A      | Brand name | \$ 26.58   |
| 533  | Printhead, #11, Magenta               | ea  | HP  | C4812A       | HEWC4812A      | Brand name | \$ 26.58   |
| 534  | Printhead, #11, Yellow                | ea  | HP  | C4813A       | HEWC4813A      | Brand name | \$ 26.58   |
| 535  | Toner Cartridge, Black                | ea  | HP  | 92298A       | HEW92298A      | Brand name | \$ 84.58   |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description                        | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|------|------------------------------------|-----|-----|--------------|----------------|------------|------------|
| 536  | Toner Cartridge, High Yield, Black | ea  | HP  | 92298X       | HEW92298X      | Brand name | \$ 84.47   |
| 537  | Toner Cartridge, Black             | ea  | HP  | C3903A       | HEWC3903A      | Brand name | \$ 72.10   |
| 538  | Toner Cartridge, Black             | ea  | HP  | C3906A       | HEWC3906A      | Brand name | \$ 54.67   |
| 539  | Toner Cartridge, Black             | ea  | HP  | C3909A       | HEWC3909A      | Brand name | \$ 154.73  |
| 540  | Toner Cartridge, Black             | ea  | HP  | C4092A       | HEWC4092A      | Brand name | \$ 47.84   |
| 541  | Toner Cartridge, Black             | ea  | HP  | C4096A       | HEWC4096A      | Brand name | \$ 77.06   |
| 542  | Toner Cartridge, Black             | ea  | HP  | C4127A       | HEWC4127A      | Brand name | \$ 76.42   |
| 543  | Toner Cartridge, Black             | ea  | HP  | C4127X       | HEWC4127X      | Brand name | \$ 98.52   |
| 544  | Toner Cartridge, High Yield, Black | ea  | HP  | C4129X       | HEWC4129X      | Brand name | \$ 126.22  |
| 545  | Toner Cartridge, Black             | ea  | HP  | C4149A       | HEWC4149A      | Brand name | \$ 96.32   |
| 546  | Toner Cartridge, Cyan              | ea  | HP  | C4150A       | HEWC4150A      | Brand name | \$ 149.72  |
| 547  | Toner Cartridge, Magenta           | ea  | HP  | C4151A       | HEWC4151A      | Brand name | \$ 149.72  |
| 548  | Toner Cartridge, Yellow            | ea  | HP  | C4152A       | HEWC4152A      | Brand name | \$ 149.72  |
| 549  | Toner Cartridge, High Yield, Black | ea  | HP  | C4182X       | HEWC4182X      | Brand name | \$ 145.21  |
| 550  | Toner Cartridge, Black             | ea  | HP  | C4191A       | HEWC4191A      | Brand name | \$ 76.87   |
| 551  | Toner Cartridge, Cyan              | ea  | HP  | C4192A       | HEWC4192A      | Brand name | \$ 112.28  |
| 552  | Toner Cartridge, Magenta           | ea  | HP  | C4193A       | HEWC4193A      | Brand name | \$ 112.28  |
| 553  | Toner Cartridge, Yellow            | ea  | HP  | C4194A       | HEWC4194A      | Brand name | \$ 112.28  |
| 554  | Toner Cartridge, Black             | ea  | HP  | C7115A       | HEWC7115A      | Brand name | \$ 47.12   |
| 555  | Toner Cartridge, High Yield, Black | ea  | HP  | C7115X       | HEWC7115X      | Brand name | \$ 65.19   |
| 556  | Toner Cartridge, Black             | ea  | HP  | C8061A       | HEWC8061A      | Brand name | \$ 84.69   |
| 557  | Toner Cartridge, High Yield, Black | ea  | HP  | C8061X       | HEWC8061X      | Brand name | \$ 109.11  |
| 558  | Toner Cartridge, High Yield, Black | ea  | HP  | C8543X       | HEWC8543X      | Brand name | \$ 237.00  |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| Line | Description                        | U/M | Mfr | Product Code | Your Product # | Comment #  | Unit Price |
|------|------------------------------------|-----|-----|--------------|----------------|------------|------------|
| 559  | Toner Cartridge, Black             | ea  | HP  | C9720A       | HEWC9720A      | Brand name | \$ 133.68  |
| 560  | Toner Cartridge, Cyan              | ea  | HP  | C9721A       | HEWC9721A      | Brand name | \$ 178.85  |
| 561  | Toner Cartridge, Yellow            | ea  | HP  | C9722A       | HEWC9722A      | Brand name | \$ 178.85  |
| 562  | Toner Cartridge, Magenta           | ea  | HP  | C9723A       | HEWC9723A      | Brand name | \$ 180.58  |
| 563  | Toner Cartridge, Black             | ea  | HP  | C9730A       | HEWC9730A      | Brand name | \$ 193.25  |
| 564  | Toner Cartridge, Cyan              | ea  | HP  | C9731A       | HEWC9731A      | Brand name | \$ 270.93  |
| 565  | Toner Cartridge, Yellow            | ea  | HP  | C9732A       | HEWC9732A      | Brand name | \$ 270.93  |
| 566  | Toner Cartridge, Magenta           | ea  | HP  | C9733A       | HEWC9733A      | Brand name | \$ 270.93  |
| 567  | Toner Cartridge, Black             | ea  | HP  | Q1339A       | HEWQ1339A      | Brand name | \$ 173.33  |
| 568  | Toner Cartridge, Black             | ea  | HP  | Q2610A       | HEWQ2610A      | Brand name | \$ 92.69   |
| 569  | Toner Cartridge, Black             | ea  | HP  | Q2612A       | HEWQ2612A      | Brand name | \$ 60.23   |
| 570  | Toner Cartridge, Black             | ea  | HP  | Q5942A       | HEWQ5942A      | Brand name | \$ 126.95  |
| 571  | Toner Cartridge, High Yield, Black | ea  | HP  | Q5942X       | HEWQ5942X      | Brand name | \$ 193.97  |
| 572  | Toner Cartridge, Black             | ea  | HP  | Q5950A       | HEWQ5950A      | Brand name | \$ 152.83  |
| 573  | Toner Cartridge, Cyan              | ea  | HP  | Q5951A       | HEWQ5951A      | Brand name | \$ 215.22  |
| 574  | Toner Cartridge, Yellow            | ea  | HP  | Q5952A       | HEWQ5952A      | Brand name | \$ 215.22  |
| 575  | Toner Cartridge, Magenta           | ea  | HP  | Q5953A       | HEWQ5953A      | Brand name | \$ 215.22  |
| 576  | Toner Cartridge, Black             | ea  | HP  | Q6000A       | HEWQ6000A      | Brand name | \$ 58.14   |
| 577  | Toner Cartridge, Cyan              | ea  | HP  | Q6001A       | HEWQ6001A      | Brand name | \$ 63.47   |
| 578  | Toner Cartridge, Yellow            | ea  | HP  | Q6002A       | HEWQ6002A      | Brand name | \$ 63.47   |
| 579  | Toner Cartridge, Magenta           | ea  | HP  | Q6003A       | HEWQ6003A      | Brand name | \$ 63.47   |
| 580  | Toner Cartridge, Black             | ea  | HP  | Q6470A       | HEWQ6470A      | Brand name | \$ 112.66  |
| 581  | Toner Cartridge, Cyan              | ea  | HP  | Q6471A       | HEWQ6471A      | Brand name | \$ 101.39  |

**Office Supplies Core List Price Schedule**

**Wist Office Products**

| <b>Line</b>   | <b>Description</b>                 | <b>U/M</b> | <b>Mfr</b> | <b>Product Code</b> | <b>Your Product #</b> | <b>Comment #</b> | <b>Unit Price</b>  |
|---|------------------------------------|------------|------------|---------------------|-----------------------|------------------|--------------------|
| 582   | Toner Cartridge, Yellow            | ea         | HP         | Q6472A              | HEWQ6472A             | Brand name       | \$ 101.39          |
| 583   | Toner Cartridge, Magenta           | ea         | HP         | Q6473A              | HEWQ6473A             | Brand name       | \$ 101.39          |
| 584   | Toner Cartridge, Black             | ea         | HP         | Q6511A              | HEWQ6511A             | Brand name       | \$ 95.31           |
| 585   | Toner Cartridge, Black             | ea         | HP         | Q7551A              | HEWQ7551A             | Brand name       | \$ 99.70           |
| 586   | Toner Cartridge, Black             | ea         | HP         | Q7553A              | HEWQ7553A             | Brand name       | \$ 69.19           |
| 587   | Toner Cartridge, Cyan              | ea         | HP         | Q7581A              | HEWQ7581A             | Brand name       | \$ 146.31          |
| 588   | Toner Cartridge, Yellow            | ea         | HP         | Q7582A              | HEWQ7582A             | Brand name       | \$ 146.31          |
| 589   | Toner Cartridge, Magenta           | ea         | HP         | Q7583A              | HEWQ7583A             | Brand name       | \$ 146.31          |
| 590   | Toner Cartridge, High Yield, Black | ea         | Lexmark    | 12A7462             | LEX12A7462            | Brand name       | \$ 234.13          |
| 591   | Toner Cartridge, Black, 2/Bx       | bx         | Minolta    | 35023761            | MIN35023761           | Brand name       | \$ 38.15           |
| 592   | Toner Cartridge, Black             | ea         | Panasonic  | KX-FA83A            | PANKXFA83             | Brand name       | \$ 30.57           |
| <b>Group Total</b>                                  |                                    |            |            |                     |                       |                  | \$ 10,209.17       |
| <b><u>Summary</u></b>                               |                                    |            |            |                     |                       |                  |                    |
| Binders   |                                    |            |            |                     |                       |                  | \$ 108.18          |
| Computer Accessories                                |                                    |            |            |                     |                       |                  | \$ 416.06          |
| Envelopes   |                                    |            |            |                     |                       |                  | \$ 162.54          |
| Filing  |                                    |            |            |                     |                       |                  | \$ 137.01          |
| General Supplies                                    |                                    |            |            |                     |                       |                  | \$ 1,430.78        |
| Writing Instruments                                 |                                    |            |            |                     |                       |                  | \$ 193.04          |
| Paper   |                                    |            |            |                     |                       |                  | \$ 485.13          |
| Classroom Supplies                                  |                                    |            |            |                     |                       |                  | \$ 447.82          |
| <b>General Supplies Total (275 Points Possible)</b> |                                    |            |            |                     |                       |                  | <b>\$ 3,380.56</b> |

Office Supplies Core List Price Schedule

**Wist Office Products**

| Line   | Description | U/M | Mfr | Product Code | Your Product # | Comment # | Unit Price   |
|--|-------------|-----|-----|--------------|----------------|-----------|--------------|
| <b>Ink and Toner Cartridge Total (100 Points Possible)</b> |             |     |     |              |                |           | \$ 10,209.17 |

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## **City of Mesa RFP Rebate Incentive**

Wist Office Products is committed to working and supporting Arizona and Arizona-based businesses. In addition to the competitive pricing and added value incentives we've outlined throughout this RFP Wist will extend a rebate incentive to the City of Mesa and any organization that chooses to utilize the SAVE Contract. Rebate Incentive details are listed below:

1. Wist will extend a 1% rebate to each Agency that fulfills the following minimum requirements.
2. Rebates will be distributed by Agency, based on each Agency's spend.
3. Agency's must purchase a minimum of \$100,000 annually and 90% of those purchases must be made online.
4. Account must be current and have all invoices paid Net30.
5. No exclusions in regards to products or categories.

We feel this rebate incentive provides Agencies an easy to audit process and will provide each agency an incentive to utilize the SAVE contract.

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## City of Mesa RFP Green Program

Wist is committed to environmental sustainability, which is why we are consistently working to provide our customers with green options as well as ways to find green alternatives easily. Below are some of the products/services we currently offer.

**Green Catalog (printed and online)** – Wist provides a green catalog with over 2500 items. This catalog is continuously growing as manufacturers become more aware of the need to provide sustainable alternatives to consumers. In addition to our printed green catalog, we also have an entire portion of our website dedicated to featuring “green items”

**Search for items based on Percentage of Recycled Content** – Our website offers enhanced search capabilities which allow users to search products by the percentage of recycled content. This feature empowers companies to work towards meeting their internal sustainability goals.

**Alternate Items** – When shopping online with Wist, we help provide alternative items if one exists. For example if you put in basic copy paper, our “green alternative” will come up alongside your original choice. Both items will show descriptions and prices. At that point Agency buyers can choose whether they want to purchase the standard product or the ‘green alternative”.

**Recycled Usage Reports** – Tracking the usage of green items is extremely important especially when dealing with LEED Certification and managing points to attain or retain a specific status. To assist our customers in auditing green use, Wist has developed specific usage reports that provide detail on the percentage of recycled content for each SKU. Wist can provide these reports as needed, monthly, quarterly, annually. They are presented in excel format.

**Green Filing Systems** – Wist partners with manufacturers who specialize in producing 100% Green Filing Systems. If you’d like an on-site evaluation and demonstration we can arrange this free of charge.

**EVOLVE Furniture Line** – EVOLVE is a sustainable furniture line that is produced by re-usable product. This furniture will never go into a land-fill and can be recycled to make new furniture pieces. All EVOLVE Furniture qualifies for LEED Points.

**Green Facility Audits** – Wist will perform a “Green Facility Audit” to help you find ways to incorporate sustainable practices

**Toner Recycling** – As a free service to Wist customers, we are happy to pick up and recycle your empty toners. This program can be set up in two different ways.

1. Blue Bin Pick-up – Wist will place labeled blue bins in your facilities, Agency users are asked to put empty toners in the bins. A Wist driver will empty the bins when making regularly scheduled deliveries.
2. UPS Ship your empty toner – Wist will provide you with bar-coded boxes. When a toner is ready to be recycled simply ship the toner using the pre-paid box. Once the toner is logged into our facility a new bar-coded box will be shipped directly to your facility awaiting your next empty toner.

**Used Furniture** – Wist also specializes in distribution of used furniture.

We are continuously working to incorporate additional services and benefits in this area, as we do we will continue to communicate with our customers.



Save By Using Green  
Cartridges by Nukote

This is a sampling of our replacement cartridges.  
The prices for the City of Mesa would be lower.



www.wist.com  
Phone 480.921.2900 • 800.999.WIST  
Fax 480.921.2121 • 800.955.7404

| Description                            | Compatible & OEM Part Numbers | Average Wist Price | Savings | Depot    | Green Cartridges vs. Office Depot | Max      | Green Cartridges vs. Office Max | Staples  | STAPLESLINK | Green Cartridges vs. Staples |
|--|-------------------------------|--------------------|---------|----------|-----------------------------------|----------|---------------------------------|----------|-------------|------------------------------|
| HP DeskJet 5740/6540, HP 94, Black     | NUKRF294                      | \$19.76            | 10%     |          | -\$4.23                           |          | -\$4.23                         |          |             | -\$4.23                      |
|  | HEWC8765WN                    | \$21.99            |         | \$23.99  |                                   | \$23.99  |                                 | \$23.99  | \$23.85     |                              |
| HP DeskJet 5740/6540, HP 95, TriColor  | NUKRF295                      | \$20.36            | 25%     |          | -\$8.63                           |          | -\$8.63                         |          |             | -\$8.63                      |
|  | HEWC8766WN                    | \$26.99            |         | \$28.99  |                                   | \$28.99  |                                 | \$28.99  | \$23.45     |                              |
| HP DeskJet 5740/6540, HP 96, Black     | NUKRF296                      | \$20.57            | 36%     |          | -\$13.42                          |          | -\$13.42                        |          |             | -\$13.42                     |
|  | HEWC8767WN                    | \$31.99            |         | \$33.99  |                                   | \$33.99  |                                 | \$33.99  | \$31.65     |                              |
| HP DeskJet 5740/6540, HP 97, TriColor  | NUKRF297                      | \$20.77            | 45%     |          | -\$19.22                          |          | -\$19.22                        |          |             | -\$19.22                     |
|  | HEWC9363WN                    | \$37.99            |         | \$39.99  |                                   | \$39.99  |                                 | \$39.99  | \$37.65     |                              |
| HP Color LaserJet 4600/4650, Black     | NUKLT118RB                    | \$139.99           | 15%     |          | -\$34.00                          |          | -\$34.00                        |          |             | -\$23.80                     |
|  | HEWC9720A                     | \$163.79           |         | \$173.99 |                                   | \$173.99 |                                 | \$163.79 | \$167.79    |                              |
| HP Color LaserJet 4600/4650, Cyan      | NUKLT118RC                    | \$178.00           | 20%     |          | -\$56.99                          |          | -\$56.99                        |          |             | -\$43.49                     |
|  | HEWC9721A                     | \$221.54           |         | \$234.99 |                                   | \$234.99 |                                 | \$221.49 | \$223.35    |                              |
| HP Color LaserJet 4600/4650, Yellow    | NUKLT118RY                    | \$178.00           | 20%     |          | -\$56.99                          |          | -\$56.99                        |          |             | -\$43.49                     |
|  | HEWC9722A                     | \$221.54           |         | \$234.99 |                                   | \$234.99 |                                 | \$221.49 | \$223.35    |                              |
| HP Color LaserJet 4600/4650, Magenta   | NUKLT118RM                    | \$178.00           | 20%     |          | -\$56.99                          |          | -\$56.99                        |          |             | -\$56.99                     |
|  | HEWC9723A                     | \$221.54           |         | \$234.99 |                                   | \$234.99 |                                 | \$234.99 | \$223.35    |                              |
| HP LaserJet 4200                       | NUKLT138R                     | \$138.26           | 15%     |          | -\$34.73                          |          | -\$24.73                        |          |             | -\$34.73                     |
|  | HEWQ1338A                     | \$162.74           |         | \$172.99 |                                   | \$162.99 |                                 | \$172.99 | \$164.70    |                              |
| HP LaserJet 4300                       | NUKLT139R                     | \$172.19           | 20%     |          | -\$56.80                          |          | -\$56.80                        |          |             | -\$56.80                     |
|  | HEWQ1339A                     | \$216.29           |         | \$228.99 |                                   | \$228.99 |                                 | \$228.99 | \$227.19    |                              |
| HP LaserJet 2300                       | NUKLT123R                     | \$97.31            | 23%     |          | -\$36.68                          |          | -\$39.68                        |          |             | -\$36.68                     |
|  | HEWQ2610A                     | \$125.99           |         | \$133.99 |                                   | \$136.99 |                                 | \$133.99 | \$133.09    |                              |
| HP LaserJet 1010                       | NUKLT112R                     | \$59.99            | 18%     |          | -\$18.00                          |          | -\$18.00                        |          |             | -\$13.50                     |
|  | HEWQ2612A                     | \$73.49            |         | \$77.99  |                                   | \$77.99  |                                 | \$73.49  | \$74.85     |                              |
| HP LaserJet 1300                       | NUKLT103R                     | \$59.99            | 21%     |          | -\$20.00                          |          | -\$24.00                        |          |             | -\$20.00                     |
|  | HEWQ2613A                     | \$75.59            |         | \$79.99  |                                   | \$83.99  |                                 | \$79.99  | \$79.49     |                              |
| HP LaserJet 1300, High Yield           | NUKLT103RX                    | \$72.00            | 25%     |          | -\$29.99                          |          | -\$37.99                        |          |             | -\$24.59                     |
|  | HEWQ2613X                     | \$96.59            |         | \$101.99 |                                   | \$109.99 |                                 | \$96.59  | \$100.65    |                              |
| HP LaserJet 4240/4250/4350             | NUKLT4250R                    | \$119.25           | 24%     |          | -\$47.74                          |          | -\$55.74                        |          |             | -\$47.74                     |
|  | HEWQ5942A                     | \$157.49           |         | \$166.99 |                                   | \$174.99 |                                 | \$166.99 | \$160.09    |                              |
| HP LaserJet 4250/4345/4350, High Yield | NUKLT4350RX                   | \$184.07           | 22%     |          | -\$64.92                          |          | -\$64.92                        |          |             | -\$50.92                     |
|  | HEWQ5942X                     | \$235.19           |         | \$248.99 |                                   | \$248.99 |                                 | \$234.99 | \$247.15    |                              |
| HP LaserJet 1160/1320                  | NUKLT1320R                    | \$59.99            | 21%     |          | -\$20.00                          |          | -\$20.00                        |          |             | -\$20.00                     |
|  | HEWQ5949A                     | \$75.59            |         | \$79.99  |                                   | \$79.99  |                                 | \$79.99  | \$76.75     |                              |
| HP LaserJet 1320, High Yield           | NUKLT1320RX                   | \$103.16           | 25%     |          | -\$42.83                          |          | -\$46.83                        |          |             | -\$34.33                     |
|  | HEWQ5949X                     | \$137.54           |         | \$145.99 |                                   | \$149.99 |                                 | \$137.49 | \$143.40    |                              |

-\$1,531.06

-\$1,409.28

-\$1,528.06

This is a sampling of our replacement cartridges.  
The prices for the City of Mesa would be lower.



| Description                                  | Compatible & OEM Part Numbers | Average Wist Price | Savings | Depot    | Green Cartridges vs. Office Depot | Max      | Green Cartridges vs. Office Max | Staples  | STAPLESLINK | Green Cartridges vs. Staples |
|--|-------------------------------|--------------------|---------|----------|-----------------------------------|----------|---------------------------------|----------|-------------|------------------------------|
| Canon Laser Class L4000, FX-3                | NUKFT35R                      | \$52.65            | 40%     |          | -\$34.34                          |          | -\$37.34                        |          |             | -\$39.34                     |
|  | CNMF3                         | \$87.99            |         | \$86.99  |                                   | \$89.99  |                                 | \$91.99  | \$77.99     |                              |
| Canon Laser Class 8500/9500, FX-4            | NUKFT36R                      | \$52.63            | 44%     |          | -\$42.36                          |          | -\$42.36                        |          |             | -\$46.36                     |
|  | CNMF4                         | \$93.72            |         | \$94.99  |                                   | \$94.99  |                                 | \$98.99  | \$85.99     |                              |
| HP DeskJet 500, HP 26, Black                 | NUKRF226                      | \$19.99            | 43%     |          | -\$15.00                          |          | -\$20.00                        |          |             | -\$18.00                     |
|  | HEW51626A                     | \$34.99            |         | \$34.99  |                                   | \$39.99  |                                 | \$37.99  | \$37.99     |                              |
| HP DeskJet 850C, HP 45, Black                | NUKS691                       | \$19.99            | 33%     |          | -\$10.00                          |          | -\$16.00                        |          |             | -\$14.50                     |
|  | HEW51645A                     | \$29.99            |         | \$29.99  |                                   | \$35.99  |                                 | \$34.49  | \$34.99     |                              |
| HP LaserJet 4/5                              | NUKLT76R                      | \$52.31            | 48%     |          | -\$45.68                          |          | -\$77.68                        |          |             | -\$60.68                     |
|  | HEW92298A                     | \$99.99            |         | \$97.99  |                                   | \$129.99 |                                 | \$112.99 | \$115.39    |                              |
| HP LaserJet 5P/6P                            | NUKLT105R                     | \$50.54            | 44%     |          | -\$33.45                          |          | -\$54.45                        |          |             | -\$45.85                     |
|  | HEWC3903A                     | \$89.99            |         | \$83.99  |                                   | \$104.99 |                                 | \$96.39  | \$97.45     |                              |
| HP LaserJet 5L/3100                          | NUKLT94R                      | \$48.42            | 33%     |          | -\$16.57                          |          | -\$36.57                        |          |             | -\$26.07                     |
|  | HEWC3906A                     | \$71.99            |         | \$64.99  |                                   | \$84.99  |                                 | \$74.49  | \$74.49     |                              |
| HP LaserJet 5Si/8000                         | NUKLT92R                      | \$90.14            | 55%     |          | -\$96.85                          |          |                                 |          |             | -\$125.85                    |
|  | HEWC3909A                     | \$199.99           |         | \$186.99 |                                   |          |                                 | \$215.99 | \$194.55    |                              |
| HP LaserJet 1100/3200                        | NUKLT101R                     | \$48.42            | 23%     |          | -\$11.57                          |          | -\$26.57                        |          |             | -\$18.07                     |
|  | HEWC4092A                     | \$62.99            |         | \$59.99  |                                   | \$74.99  |                                 | \$66.49  | \$69.75     |                              |
| HP LaserJet 2100/2200                        | NUKLT121R                     | \$71.98            | 31%     |          | -\$38.01                          |          | -\$43.01                        |          |             | -\$38.01                     |
|  | HEWC4096A                     | \$103.94           |         | \$109.99 |                                   | \$114.99 |                                 | \$109.99 | \$109.25    |                              |
| HP LaserJet 4000/4050                        | NUKLT74R                      | \$61.31            | 41%     |          | -\$48.68                          |          | -\$48.68                        |          |             | -\$48.68                     |
|  | HEWC4127A                     | \$103.94           |         | \$109.99 |                                   | \$109.99 |                                 | \$109.99 | \$109.25    |                              |
| HP LaserJet 4000/4050, High Yield            | NUKLT74RX                     | \$68.40            | 49%     |          | -\$75.59                          |          | -\$81.59                        |          |             | -\$67.09                     |
|  | HEWC4127X                     | \$135.44           |         | \$143.99 |                                   | \$149.99 |                                 | \$135.49 | \$142.55    |                              |
| HP LaserJet 5000                             | NUKLT106R                     | \$98.80            | 43%     |          | -\$86.19                          |          |                                 |          |             | -\$86.19                     |
|  | HEWC4129X                     | \$174.29           |         | \$184.99 |                                   |          |                                 | \$184.99 | \$184.99    |                              |
| HP LaserJet 8100/8150                        | NUKLT108R                     | \$99.34            | 53%     |          | -\$123.65                         |          | -\$123.65                       |          |             | -\$123.65                    |
|  | HEWC4182X                     | \$209.99           |         | \$222.99 |                                   | \$222.99 |                                 | \$222.99 | \$216.19    |                              |
| HP DeskJet 930C/950C/990Cse, HP 78, TriColor | NUKS678                       | \$29.70            | 22%     |          | -\$10.29                          |          | -\$10.29                        |          |             | -\$9.99                      |
|  | HEWC6578DN                    | \$37.99            |         | \$39.99  |                                   | \$39.99  |                                 | \$39.69  | \$39.19     |                              |
| HP LaserJet 1200/3300                        | NUKLT102R                     | \$54.74            | 20%     |          | -\$17.25                          |          | -\$20.25                        |          |             | -\$17.25                     |
|  | HEWC7115A                     | \$68.24            |         | \$71.99  |                                   | \$74.99  |                                 | \$71.99  | \$71.25     |                              |
| HP LaserJet 1200/3300, High Yield            | NUKLT102RX                    | \$63.56            | 26%     |          | -\$27.43                          |          | -\$31.43                        |          |             | -\$22.43                     |
|  | HEWC7115X                     | \$86.09            |         | \$90.99  |                                   | \$94.99  |                                 | \$85.99  | \$87.75     |                              |
| HP LaserJet 4100                             | NUKLT109R                     | \$76.93            | 26%     |          | -\$33.06                          |          | -\$33.06                        |          |             | -\$33.06                     |
|  | HEWC8061A                     | \$103.94           |         | \$109.99 |                                   | \$109.99 |                                 | \$109.99 | \$108.29    |                              |
| HP LaserJet 4100, High Yield                 | NUKLT109RX                    | \$82.80            | 39%     |          | -\$61.19                          |          | -\$67.19                        |          |             | -\$52.69                     |
|  | HEWC8061X                     | \$135.44           |         | \$143.99 |                                   | \$149.99 |                                 | \$135.49 | \$142.55    |                              |
| HP LaserJet 9000                             | NUKLT129R                     | \$218.25           | 23%     |          | -\$81.74                          |          |                                 |          |             | -\$81.74                     |
|  | HEWC8543X                     | \$283.49           |         | \$299.99 |                                   |          |                                 | \$299.99 | \$299.99    |                              |

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## City of Mesa RFP Contact Information

If you have questions regarding this RFP or if you are interested in who the appropriate points of contact would be going forward, if the contract is awarded to Wist. Please use the information below:

RFP Questions – Heather Rodriguez, Business Development Director [hrodriguez@wist.com](mailto:hrodriguez@wist.com)

RFP Pricing – Bill Strait, Sales Manager [bstrait@wist.com](mailto:bstrait@wist.com)

Key Account Manager – TBD

Lead Customer Care Contact – Chris Hansen, Customer Service Manager [chansen@wist.com](mailto:chansen@wist.com)

IT Support – Ryan Wuttke, IT Manager [rwuttke@wist.com](mailto:rwuttke@wist.com)

Billing Support – Peter Drozdowicz, Financial Manager [pdrozdowicz@wist.com](mailto:pdrozdowicz@wist.com)

Company Phone Number: 480-921-2900 (A live receptionist will assist you)

Company Toll Free Number: 800-999-WIST (A live receptionist will assist you)

Company website: [www.wist.com](http://www.wist.com)

## City of Mesa RFP Wist Office Products Distribution Centers

Wist operates out of over 36 Regional Distribution Centers throughout the United States. The table below provides you with some insight on the size of each facility in the Western Region. Our ability to pull product from a variety of facilities ensures your Agency will receive the best in fill rates and complete orders.

### Western Region Distribution Centers

| Facility Number | Facility Code | Facility    | Address             | City           | State | Zip   | Square Ft |
|-----------------|---------------|-------------|---------------------|----------------|-------|-------|-----------|
| 51              | DCO           | Denver      | 9910 E. 47th Avenue | Denver         | CO    | 80238 | 296,058   |
|                 |               | Salt Lake   | 4625 West 1730      |                |       |       |           |
| 48              | SLK           | City        | South               | Salt Lake City | UT    | 84104 | 131,832   |
| 29              | PAZ           | Phoenix     | 1013 W Alameda Dr   | Tempe          | AZ    | 85282 | 153,576   |
|                 |               |             |                     | City of        |       |       |           |
| 6               | COI           | Los Angeles | 918 S. Stimson Ave  | Industry       | CA    | 91749 | 558,664   |
| 13              | POR           | Portland    | 4409 S.E. 24th Ave  | Portland       | OR    | 97202 | 106,458   |
| 23              | SWA           | Seattle     | 18351 Cascade Ave   | Tukwila        | WA    | 98188 | 184,728   |
| 47              | SAC           | Sacramento  | 5440 Stationers Way | Sacramento     | CA    | 95842 | 513,000   |
|                 |               |             |                     |                |       |       | 1,944,316 |

## Diane Ross

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**From:** Bill Strait [BStrait@wist.com]  
**Sent:** Wednesday, August 26, 2009 12:01 PM  
**To:** Diane Ross  
**Subject:** Re: Clarifications on your response to RFP #2009104  
**Attachments:** pic21618.gif; eclblank.gif; 09922034.jpg; 09238420.gif; pic14136.jpg

Hi Diane,

The 12 months can begin on October 1st or the date of your choosing. Our paper price will be held for 12 months as well. The Non-Core pricing was based on cost plus, and similar to the Core List method. We used a 5-15% GP model to establish the pricing for Non-Core items. In addition, we reviewed our competitors price plans for their largest clients and made further adjustments.

Does this help?

Bill Strait  
Sales Manager  
Wist Office Products  
Phone: 480-921-2900  
email: [bstrait@wist.com](mailto:bstrait@wist.com)

**Diane Ross**

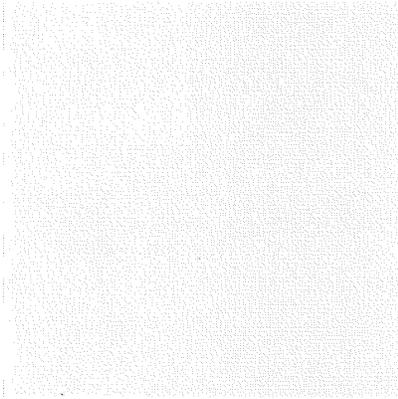
<[Diane.Ross@mesaaz.gov](mailto:Diane.Ross@mesaaz.gov)>

To "Bill Strait" <[BStrait@wist.com](mailto:BStrait@wist.com)>

08/25/2009 03:49 PM

cc

Subject: Clarifications on your response to RFP #2009104



Bill,

1. On the Questionnaire page 18, item #6, WIST stated: Proposed pricing will be held for 12 months. 12 months from what date? Also, paper pricing was not mentioned. Will paper pricing be held for 12 months?
2. In the Submittal Checklist page 20, 14<sup>th</sup> line, it states: Non-Core List Price Schedule (schedule of how non-core items are priced.) Please identify how you priced the non-core list.

On the Pricing Proposal page 22, second bullet states: The proposal will explain how the non-core item pricing will be determined. How was the non-core item pricing determined?

Thanks for taking the time to provide these clarifications.

Diane Ross  
Buyer  
City of Mesa  
Phone: (480) 644-2064  
Fax: (480) 644-2655  
[diane.ross@mesaaz.gov](mailto:diane.ross@mesaaz.gov)

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Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and destroy and delete any copies you may have received.

<http://www.wist.com>



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**REQUEST FOR PROPOSALS # 2009104  
Stockless Office and Classroom Supplies**

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April 7, 2009

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa until **3:00 PM, Local Time, May 5, 2009**, to provide **Stockless Office and Classroom Supplies**.

**Brief Description: This Request for Proposals is intended to establish a term contract for Stockless Office and Classroom Supplies, providing next-day, desktop delivery. Fifty members of the SAVE (Strategic Alliance for Volume Expenditure) cooperative have expressed an interest in this contract and this contract will be available for potential use to any of the two-hundred-seven SAVE member agencies.**

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the response.

Questions concerning this solicitation should be directed to the following project contacts:

**General or Process Questions:**

**Eileen Williams**

Buyer Aide

Purchasing

(480) 644-2055

(480) 644-2655 Fax

eileen.williams@mesaaz.gov

**Technical Questions:**

**Diane Ross**

Buyer

Purchasing

(480) 644-2064

(480) 644-2655 Fax

diane.ross@mesaaz.gov

4/7/2009

V11/1/08

20 East Main Street Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466  
480.644.2301 Tel  
480.644.2655 Fax  
www.mesaaz.gov

## INSTRUCTIONS

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**i.1 SUBMIT RESPONSES TO:**

City of Mesa  
Attn: Purchasing  
20 E. Main Street, Suite 400  
Mesa, AZ 85201  
PO Box 1466  
Mesa, AZ 85211-1466

Use label at the end of this solicitation package

Responses will be received publicly at this address. You may mail or hand deliver responses. E-mail or fax submissions will not be accepted. The City must actually receive submissions as specified. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

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**i.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:** (Also see Section i.15)

**Date:** May 5, 2009

**Time:** 3:00 P.M. (Local Time)

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**i.3 NUMBER OF COPIES:**

Submit a signed original and 8 copies of the response in a sealed container. Please do not put copies in binders and double-side print when possible.

- Proposals **may not** be e-mailed or faxed.

Electronic Format Requested Price Schedules Only on CD or DVD in MS Excel Format

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**i.4 RESPONSE FIRM TIME:** 120 Days from Opening

Responses shall remain firm and unaltered after opening for the number of days shown above. The City may accept the response, subject to successful contract negotiations, at any time during the response firm time.

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**i.5 SECURITY:** Proposal: \$ 0.00 Performance: \$ 0.00

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**i.6 VENDOR CONFERENCE / SITE VISIT:**  Yes  No

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**i.7 QUESTIONS.** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or the Purchasing Administrator. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the City.

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**i.8 LOBBYING.** The Respondent, his/her Agent, or Representative shall not contact, orally or in written form, any other City of Mesa employee, or appointed or elected Official regarding the contents of this solicitation or this solicitation process. The Purchasing Administrator shall disqualify a Respondent's proposal for a violation of this provision. This provision shall not prohibit public comment at City Council meetings.

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## INSTRUCTIONS

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- i.9 **ADDENDA.** The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who are on the City's bid list and to those who register on the City website when downloading solicitations. The City cannot be held responsible if Respondent fails to receive any addenda issued. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If Respondent suspects an error, omission or discrepancy in this solicitation, Respondent must immediately and in any case not later than five (5) business days in advance of the response due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any Respondent errors or omissions.
- i.11 **PROPOSAL SECURITY.** If required herein, a Proposal Security in the amount specified must be submitted with the proposal. The Security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such Proposal Security shall be forfeited to the City of Mesa should the Respondent selected fail to execute a contract when requested.
- i.12 **FORM AND CONTENT OF RESPONSES.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of the response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of an error in a price extension calculation, the unit cost will prevail. The City may require that responses be submitted on disk, CD or DVD. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
- i.13 **SPECIFICATIONS.** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is equal, is on the Respondent. Technical specifications define the minimum acceptable standard. The City reserves the right to reject responses that the City deems unacceptable.
- i.14 **RESPONSE RECEIPT.** The City will receive all responses properly and timely submitted, and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been awarded by the City, proposals are available for inspection by contacting Purchasing (also see Section S.25).
- i.15 **LATE RESPONSES.** The Respondent assumes responsibility for having the proposal deposited on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The Respondent agrees to accept the time stamp in the City Purchasing Office as the official time.

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## INSTRUCTIONS

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- i.16 **MODIFICATION / WITHDRAWAL OF RESPONSE.** Written requests to modify or withdraw the response received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the response and marked as a MODIFICATION or WITHDRAWAL of the response. Requests for withdrawal after the due date will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the due date shall be allowed solely at the City's discretion.
- i.17 **DISCLOSURE.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent must fully explain the circumstances relating to the preclusion or proposed preclusion in the Response. The Respondent shall include a letter with its Response setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- i.18 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. Respondents, who, in the opinion of the committee, are best qualified and whose proposals appear to be in the best interest of the City, will be evaluated on the written proposal as well as any supplemental material or information requested by the screening committee. The City staff may or may not initiate discussions with Respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official. Points and other such evaluation methods are tools the City uses to aid in the evaluation process, but are not always definitive.
- i.19 **PRESENTATIONS/INTERVIEWS.** Respondent must provide a formal presentation/interview upon request. The City at its sole discretion may create a short list of the highest scored Respondents based on a preliminary evaluation against the evaluation criteria published in the solicitation. **Only those short-listed Respondents would be invited to give presentations/interviews.** Upon conclusion of any presentations/interviews, the City will finalize the scoring against the criteria published in the solicitation.
- i.20 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. All responses, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
- b) Responsibility. The City will determine whether the Respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced responses, past performance, references (including those found outside the response), compliance with applicable laws-including tax laws, Respondent's record of performance and integrity- e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

## INSTRUCTIONS

- c) **Technical Proposal.** The City will determine how well the response meets its requirements in terms of the response to the specifications and how well the response addresses the needs of the project. The City will rank responses, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. Respondents who do not meet the responsiveness and responsibility requirements and/or do not rank sufficiently high in the evaluation of their technical response need not be considered for price evaluation and award.
- d) **Pricing Proposal.** We will then evaluate the pricing proposals for responses that have met the requirements above

The elements that will be evaluated and their relative weights are:

| Element                                    | Points |
|--|--------|
| Firm background and references             | 75     |
| Ordering website – Content and ease of use | 150    |
| Overall Program presented                  | 250    |
| Core List Pricing                          | 275    |
| Ink and Toner Cartridges                   | 100    |
| Non-Core List Pricing                      | 150    |

Price points will be determined using the following formula:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- i.21 **BEST & FINAL RESPONSES.** The City may request best & final responses if deemed necessary, and will determine the scope and subject of any best & final request. However, Respondent should not expect that the City will ask for best & finals to give Respondent an opportunity to strengthen Respondent's proposal. Therefore, Respondent must submit Respondent's best response based on the terms and conditions set forth in this solicitation.
- i.22 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted, but the City may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, the City may reject the response or revoke the award, and may begin negotiations with another Respondent. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject response or revoke the award, and may begin negotiations with another Respondent. The City is charged by its Charter to make an award that is in the best interest of the City. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
- i.23 **COMMENCEMENT OF WORK.** If Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.
- i.24 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms, prices, and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor defects/technicalities or form errors or other informalities in any proposal. The City may seek clarification of the response from Respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on Respondent no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

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## INSTRUCTIONS

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- i.25 **PROTESTS.** If Respondent objects to any provision of the solicitation, and/or believes the City improperly rejected its response, or believes the selected response is not in the City's best interests, Respondent may submit a written protest.

Protests must be received within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest.

Respondent must submit the protest to the City's Purchasing Administrator who will act as the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

**PROTEST APPEAL.** If Respondent believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The Appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the Appeal to the City Council for review. If referred by the City Manager, the Council will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager or designee will issue a written response to the Appeal and this determination is final.

Protest and Appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a Protest or Appeal is resolved. Concerns raised seven (7) calendar days or more after award are not subject to this Protest/Appeal process. Protests and Appeals that do not follow the processes contained in this section will be rejected.

**PROTEST OFFICER:**

Jim Ruiz  
Purchasing Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655

**APPEALS:**

Christopher J. Brady  
City Manager  
20 East Main Street, Suite 750  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2175

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## STANDARD TERMS AND CONDITIONS

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- S.1 **CITY OF MESA ARIZONA:** Whenever the term “City” is used herein, it is referring to the City of Mesa, Arizona.
- S.2 **CONTRACTOR.** Whenever the term “Contractor” is used herein, it is referring to the Contractor as well as any subcontractors. The Contractor is fully responsible for subcontractor’s compliance with the Terms and Conditions herein as well as any resultant contract.
- S.3 **SUBCONTRACTING AND JOINT VENTURES.** The City intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. The Contractor may not subcontract work for a contract without the express written permission of the City. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Mesa, nor shall the same create any obligation on the part of Mesa to pay any subcontractor. For any joint venture to be acceptable, Contractor must take full contractual responsibility for the obligation.
- S.4 **CONTRACTOR BUSINESS REQUIREMENTS.** The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor’s personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws.

The Contractor shall comply with all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to the contract commencement date. Upon request, Contractor shall demonstrate to the City’s satisfaction any programs, procedures and other activities used to ensure compliance.

Per Arizona Revised Statute (herein “A.R.S.”) §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act.

The Contractor shall be compliance with A.R.S. §35-391 and 35-393 which prohibit the Contractor from having scrutinized business operations in Sudan or Iran.

The Contractor shall be in compliance with all applicable tax requirements and shall be current in payment of such taxes.

The Contractor will be responsible for any damages to property when such property is the responsibility of or in the custody of the Contractor or its employees.

Upon request, the City may inspect or request copies of any such records it deems necessary to determine compliance with this section.

- S.5 **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS.** The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”).

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## STANDARD TERMS AND CONDITIONS

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A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

S.6 **EMPLOYMENT PRACTICES.** Contractor asserts that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and asserts that it complies with all applicable Federal, state and local laws and executive orders regarding employment. The Contractor, its employees and subcontractors will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and applicable rules in performance under this Contract.

S.7 **DRUG FREE WORKPLACE PROGRAM.** Contractors are hereby advised that the City of Mesa has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties.

Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future City of Mesa contracts/projects.

S.8 **BACKGROUND CHECK:** The City may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would supervise or physically perform the Contract requirements, and/or who will have access to the City's information, data, and/or facilities. Any officer, employee or agent deemed unsuitable by the City must be replaced immediately.

S.9 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. The Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. Freight charged/terms shall be as agreed.

S.10 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Business Services Director and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Amendments may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

**Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.**

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## STANDARD TERMS AND CONDITIONS

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- S.11 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the awarding of the contract.
- S.12 **TAX EXEMPTION.** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and Local sales/use taxes.
- S.13 **ASSIGNMENT.** No contract awarded by the City may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract. No granting of consent to any assignment or subcontracting shall relieve the Contractor from any of its obligations and liabilities under the agreement. Any subcontracting in violation of this section shall also be void.
- S.14 **DEFAULT, TERMINATION AND OTHER REMEDIES.** The City reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The City will issue a written Notice of Default to the Contractor if in the opinion of the City, the Contractor:
- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
  - Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
  - Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
  - Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
  - Fails to complete the required work or fails to perform required services within the time frame stipulated.
  - Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the City's deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the City cause to cancel this contract. In addition, any Contractor who is the recipient of three or more Default Notices during any twelve-month period, or five or more during the entire term of the contract, shall give the City cause for termination.

If the City terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In case of default and/or termination, the City reserves the right to purchase the services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The City may recover any actual excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- S.15 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice. The City will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.
- S.16 **FUNDS APPROPRIATION.** The City is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the City to

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## STANDARD TERMS AND CONDITIONS

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meet its obligations under any contract(s) resulting from this request, the City shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The City will pay the Contractor all charges incurred through the termination date.

Due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be permanently reduced or eliminated by the City upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

- S.17 **WARRANTY.** The Contractor warrants that all services will be performed in a good, workman-like and professional manner. Unless otherwise agreed, the Contractor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the City to use, the supplies and services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.18 **CONFLICT OF INTEREST.** Pursuant to A.R.S. §38-511, the City Manager or his authorized agent may cancel any contract(s) resulting from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of the Contractor.
- S.19 **QUANTITIES.** Any listing in this request referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept or pay for services which exceed its actual needs.
- S.20 **INDEMNIFICATION/LIABILITY.** The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the City) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract. The Contractor shall assume risk of loss until delivery to the City's facility. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. In any instance where the Contractor has accepted a tender from the City, the Contractor agrees to update the City during the course of the litigation and to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

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## STANDARD TERMS AND CONDITIONS

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The City assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services.

Neither party shall be liable for incidental, special or consequential damages.

S.21 **INSPECTION OF RECORDS, FACILITIES AND EQUIPMENT.** The Contractor shall preserve the records required under this contract for a minimum of five years after the expiration of the contract. The City or its authorized agent reserves the right to inspect any records, facilities and equipment used or proposed to be used by the Contractor for the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by the Contractor in relation to the contract. The Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at the Contractor's place of business or at City of Mesa offices, as determined by the City.

S.22 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of the Contractor to the City shall be that of an independent Contractor.

The Contractor assumes full responsibility for all of the duties and responsibilities of the contract. The City assumes no liability or responsibility for work performed by any subcontractor. The Contractor shall notify the City any time a subcontractor is hired, and the City shall have the right to require the Contractor to submit an affidavit for settlement of claims prior to receiving payment for subcontracted work.

The Contractor shall pay all just claims due for services performed by employees or subcontractors, and for all material and equipment furnished or rented which is actually used in the performance of this contract. Upon request, the Contractor shall furnish satisfactory evidence that all of said persons have been fully paid.

S.23 **SUBSTITUTION OF GOODS OR SERVICES.** Should the Contractor fail to meet its contractual obligations, at its option and without notice the City may secure substitute services or goods. If the cost of obtaining substitute services or goods exceeds the contract price, the difference shall be charged back to the Contractor, or if no monies are owed the contractor/vendor, it shall promptly reimburse the City for such costs. The Contractor shall reimburse the City for any and all costs, fees, and expenses incurred in obtaining substitution services/goods and expended in obtaining reimbursement, including but not limited to administrative expenses, attorney's fees and costs.

S.24 **PERFORMANCE SECURITY.** If required herein, the successful Respondent, simultaneously with the execution of the Contract, will be required to furnish a Performance Security (Refer to i.5). The Security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said Security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said Security, if any, will be returned to Contractor upon the expiration or termination of the contract.

S.25 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

**Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.**

S.26 **PUBLIC RECORDS.** The Respondent acknowledges that the City is a public entity, subject to

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## STANDARD TERMS AND CONDITIONS

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Arizona's public records law (A.R.S. §39-121 et. seq.). Submission of a proposal may result in the disclosure of any aspect, part or portion of the proposal. Respondent hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the proposal, or in response to a public records request under Arizona's public records law or to a subpoena or other judicial process.

- S.27 **EXCLUSIVE POSSESSION.** All data provided by the City as well as all services, information, computer program elements, reports and other deliverables, which may be created under this contract, are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- S.28 **RESERVATIONS.** No term or provision of the contract shall be deemed to be waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of or payment for any goods or services hereunder, or approval of design, shall not release the other party of any of the warranties or other obligations of the contract and shall not be deemed a waiver of any such rights or remedies.
- S.29 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, fire, flood, explosion, legislation, and governmental regulation.

The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of Contractor or its subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

- S.30 **USE OF NAME.** Contractor shall not use the name of Mesa in any advertising or publicity without obtaining the prior written consent of Mesa.
- S.31 **SUPERSEDING EFFECT.** The contract documents resulting from this solicitation shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.32 **APPLICABLE LAW.** This contract shall be governed by the law of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.33 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by an Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- S.34 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

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## DETAILED SPECIFICATIONS

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1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.

2. **PROJECT GOAL.** This Request for Proposal is to establish a one-year contract with two (2) two-year renewal options with a qualified vendor whereby City of Mesa representatives can order Office and Classroom Supplies by telephone and internet for next-day delivery to various "desktop" delivery locations throughout the City.

Mesa is a member of the SAVE (Strategic Alliance for Volume Expenditures) cooperative. Fifty members of the SAVE cooperative have expressed an interest in this solicitation and may be interested in using the resulting contract. The cumulative estimated spend for office and classroom supplies for these organizations, including the City of Mesa is \$7,300,000. The final decision to participate rests solely with the individual agency. SAVE members who may not have expressed an interest to date are not precluded from participating. No volume is implied or guaranteed. The successful vendor will be responsible for reaching out to these agencies to market the products and services available under the contract. A complete list of SAVE members may be found at: <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

3. **MINIMUM QUALIFICATIONS.** The vendor shall provide the following services:

- Accept orders via the internet
- Next-day, desktop delivery for at least 95% of items available in vendor's catalog
- Separate login and password for each Agency Order Representative
- Packing slips accompanying each delivery
- Ability to accept payment through open account/purchase order
- Ability to accept payment through P-Card
- Access to on-line capabilities for reprinting invoices, statements, etc.
- Monthly usage and billing reports available in various formats such as Adobe .pdf and Microsoft Excel
- All purchase prices must be auditable by Agency staff
- Account able to be set up in hierarchical format (see Mesa example - Appendix A)
- Provide annual business review and reports that analyze purchases by agency, department, and/or division of issues including overall spend, spend by categories, on-line ordering use, recycled/green product use and historically under-utilized business use on a quarterly and annual basis
- Provide printed catalogs for each agency and ordering representative at no charge to the Agency.
- A primary account representative to support Agency Order Representatives
- A primary account representative to support Agency Accounts Payable

4. **DESIRED ELEMENTS.** The following services are desired:

- Adding, Editing and Deleting of Agency Order Representatives and delivery locations able to be done by 3-4 designated Agency administrators
- Prices to be fixed for periods no less than twelve (12) months. Escalations/De-escalations on paper may be proposed no more often than quarterly on copier paper based on a certified manufacturer's notice of price change no less than thirty (30) days prior to the effective date.
- Access to on-line capabilities for reprinting invoices, statements, etc.

5. **EVALUATION RESPONSE ELEMENTS:** Respondents shall submit the following with their response:

- Temporary login to ordering website (Order Representative level) for evaluation
- Sample Usage Report
- Sample Business Review Report(s)
- Samples of products to be provided upon request

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## DETAILED SPECIFICATIONS

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7. **DEMO PRESENTATION:** Respondents shall be ready to provide a presentation of the website to demonstrate user friendliness and accessibility for ordering and accounting purposes per the Instructions, section i.19.
8. **DELIVERY REQUIREMENTS/TERMS:** All deliveries shall be F.O.B. destination and all freight/delivery shall be included in unit prices. To specify if there are any price or delivery cost adjustments or alternative delivery methods for locations outside the Phoenix, Tucson or Yuma metropolitan areas, see page 18 Question 20. Mesa will only pay freight for special orders or orders that require rush shipping per the Order Representative's direction. It is the vendors responsibility to check with the Agency for verification of delivery days, times and locations.
9. **REMANUFACTURED TONER/INK CARTRIDGES:** The successful vendor will be asked to provide a cross reference between new cartridges and remanufactured cartridges. The use of remanufactured toner/ink cartridges is at the discretion of the ordering agency/department.
10. **FINGERPRINT CHECKS;** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity.

11. **IRS W-9 FORMS.** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the Agency.
12. **MATERIAL SAFETY DATA SHEETS.** Material Safety Data Sheets shall be readily available for all applicable products.
13. **INSURANCE REQUIREMENTS.** The Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1,000,000 per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

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## DETAILED SPECIFICATIONS

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### **Core List Items**

Respondents shall complete the Core List Price Schedule in the Excel spreadsheet provided. Each Respondent shall print out one (1) copy of the spreadsheet to submit with their written proposal and shall submit an electronic version in Excel on a CD or DVD. Responses that do not include both a printed and an electronic version of the spreadsheet shall be deemed non-responsive.

Respondents shall type in their product number on each line item in the Price Schedules.

Responses that include a material number of lines with no bids, may be deemed non-responsive.

If there are any discrepancies in product numbers, packaging or other issues, Respondents should indicate a comment number in the field provided on that line and put the corresponding comment on the comment sheet of the Excel spreadsheet.

Except on new ink and toner cartridges (Price Schedule lines 456-592) or when otherwise noted as "No Sub", where manufacturers/part numbers are specified it is for reference only and equal products may be bid. Only Original Equipment Manufacturer ink and toner cartridges will be considered in the Core List Price Schedule. Please see section 9 of the Detailed Specifications regarding the use of remanufactured cartridges. Offers that do not comply with "no substitute" requirements where specified will be deemed non-responsive.

### **Non-Core List Items**

Respondents shall attach a separate, detailed price schedule of how non-core list items are to be priced. For evaluation purposes, a spreadsheet is included for Respondents to price using this schedule. Each Respondent shall print out one (1) copy of the spreadsheet to submit with their written proposal and shall submit an electronic version in Excel on a CD or DVD. Responses that do not include both a printed and an electronic version of the spreadsheet shall be deemed non-responsive.

### **Copy Paper**

Certain agencies use other contracts including the State of Arizona contracts for a majority of their copy paper. Other Agencies/locations/users are unable to use this system and order off the office supply contract. This decision rests solely with the each Agency.

### **General Pricing Terms**

No price increases will be accepted without proper request by Contractor submitted with acceptable substantiation and response by the Mesa's Purchasing Division. Price increase requests (including notification of new catalog prices) shall be submitted no less than 30-days in advance. Catalog price updates shall not be unreasonably withheld. The Contractor shall be responsible for notifying Agencies partaking in the contract of any price increases approved by the City.

Sales/Use taxes should not be included in the RFP response prices. Sales/Use tax should be added to each invoice.

FOB: Destination

Freight Costs: Unit prices should include all shipping, insurance, transportation and unloading costs

No fuel surcharges will be accepted.

## **MILESTONES**

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**TENTATIVE TIMELINE:**

Publish RFP – April 7, 2009

RFP Due Date & Time – May 5, 2009, 3:00 P.M. (Local Time)

**BEGINNING AND END DATE OF INITIAL TERM:** July 1, 2009 through June 30, 2010.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

**EXTENSION:**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

**RENEWAL:**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

2 Two-Year renewals possible at the City's option, per proposal documents

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## QUESTIONNAIRE

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*This questionnaire is being made available in a MS Word format as a separate document on Mesa's Purchasing website.*

1. Describe your company's history and experience in the office supply industry, including the length of time in the business-to-business and desktop delivery market.
2. Describe the training for your customer service representatives and their level of empowerment. What percent of customer requests are resolved in a single contact?
3. Will the Agency have a dedicated account representative to resolve questions and problems? What customer service interaction methods do you offer? Will the account representative be available to train new Agency Order Representatives?
4. Describe training and support available to Agency Order Representatives.
5. Describe in detail the stockless desktop office supply program being offered including ordering methods, paper and online catalogs, minimum order size, delivery times, order cut-off time, fill-rate percentage, next-day delivery standards, and delivery method.
6. How long will prices be firm? Describe when price increases will be scheduled.
7. How will the Agency be able to audit pricing for non-core item purchases? What is your pricing error/correction policy?
8. What is your return/restocking policy (return period, restocking charges, etc.)?
9. Describe usage, spend analysis reports available. Are they available in Excel spreadsheet format or simply as a paper or electronically presented report? Can they be customized to meet the Agency's needs? How will they be presented/made available to the Agency?
10. Does your firm have a policy on lower price matching to other firm's prices and to your own sale, retail or otherwise priced items?
11. Do you offer a business review process to assess aspects of Agency ordering? What types of items are discussed?
12. Does your firm offer any in-store programs for quick purchases? If yes, please detail. If yes, attach a list of the location(s) in Arizona.
13. Is your billing system able to accommodate the Agency's account hierarchies as exemplified in Appendix A, including the use of blanket purchase orders? Are you able to accept P-Cards?
14. Describe your internet ordering system, including its ease of use, Agency-specific customization, pricing that is displayed, individual login/PIN, security, ability to specify approvals for certain items/product lines/unit costs-dollar amounts/users, custom Agency-specific home page.
15. What ability does the website have to guide users and/or to promote use of core, green or historically underutilized business products?
16. Describe the management of Agency users and delivery locations as well as options for self-administration of certain website functions and ability to control rights.
17. Describe the implementation/transition process, timeline and resources available for this effort.
18. Payment terms (not less than net 30 days).

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## QUESTIONNAIRE

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19. Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.25?
20. Are there any price or delivery cost adjustments or alternative delivery methods for locations outside the Phoenix, Tucson or Yuma metropolitan areas?

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCES**

|   |                 |
|---|-----------------|
| Provide Names, contact and telephone numbers of four (4) organizations that have received similar services from our company. At least one reference should be comparable in size to Mesa's proposed contract. |                 |
| Firm/Government Agency Name:  |                 |
| Contact Person:   | Phone:          |
| Address:  | Fax:            |
|   | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided:   |                 |
| Firm/Government Agency Name:  |                 |
| Contact Person:   | Phone:          |
| Address:  | Fax:            |
|   | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided:   |                 |
| Firm/Government Agency Name:  |                 |
| Contact Person:   | Phone:          |
| Address:  | Fax:            |
|   | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided:   |                 |
| Firm/Government Agency Name:  |                 |
| Contact Person:   | Phone:          |
| Address:  | Fax:            |
|   | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided:   |                 |
| Firm/Government Agency Name:  |                 |
| Contact Person:   | Phone:          |
| Address:  | Fax:            |
|   | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided:   |                 |

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## SUBMITTAL CHECKLIST

| Included | Item   |
|----------|--|
|          | Temporary login to ordering website  |
|          | Sample Usage Report  |
|          | Sample Business Review Report(s)   |
|          | Completed Questionnaire  |
|          | References   |
|          | Exceptions, Confidential and Additional Materials page   |
|          | Contract Form and Signatures page  |
|          | Vendor Information page  |
|          | <u>Core List Price Schedule:</u>   |
|          | Product numbers are filled in on spreadsheet   |
|          | Discrepancies are indicated in the "Comment #" column and corresponding note is on the comments page |
|          | <b>Printed</b> copy of Core List Price Schedule (including comments page)                            |
|          | <b>Electronic</b> copy of Core List Price Schedule in Excel format on CD or DVD                      |
|          | Non-Core List Price Schedule (schedule of how non-core items are priced)                             |
|          | <u>Non-Core List Price Evaluation Spreadsheet</u>  |
|          | <b>Printed</b> copy of Non-Core List Price Evaluation Spreadsheet                                    |
|          | <b>Electronic</b> copy of Non-Core List Price Evaluation Spreadsheet in Excel format on CD or DVD    |
|          | Detailed information on any rebate program as part of the proposal                                   |
|          | One (1) Complete Set of Office Supply and Classroom Supplies Catalogs                                |
|          | This checklist   |

### **ADDENDA**

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing/current\\_bids.aspx](http://www.mesaaz.gov/purchasing/current_bids.aspx) prior to the bid opening. No addenda will be issued within 3 business days of the bid opening date without adjusting the bid opening date. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Addenda Acknowledged (if any):

     #1      #2      #3      \$4      #5      #6      #7      #8      #9      #10

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

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Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this response
- Confidential/Proprietary materials included. Respondents should identify below any portion of their response deemed confidential or proprietary (see Standard Terms and Conditions, section S.26). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Respondent and the City prior to any public disclosure. Requests to deem the entire response as confidential will not be considered.

**Additional Materials submitted (mark one):**

- No additional materials have been included with this response
- Additional Materials attached (describe--attach additional pages if needed)

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## PRICING PROPOSAL

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The pricing proposal consists of the following items:

- Core List Price Schedule (available in a MS Excel format as a separate document on Mesa Purchasing website).
- Detailed pricing proposal for Non-Core Items. The proposal will explain how non-core item pricing will be determined. A completed Non-Core List Price Evaluation spreadsheet shall be submitted, pricing the items as laid out in the proposal (available in a MS Excel format as a separate document on Mesa Purchasing website). Evaluation spreadsheets that are not priced consistently with the proposal will be deemed non-responsive.
- Detailed Information on any Rebate(s) that are part of this program. Identify if rebates will be based on each agency or cumulative spend on the contract. For the purpose of evaluation of RFP pricing responses, any rebate offered will be applied to core items, ink and toner, and non-core item pricing spreadsheets assuming, for the purpose of calculating the rebate percentage, a \$1,000,001 annual spend estimate.



**CONTRACT FORM AND SIGNATURES**

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**By signing and submitting this response, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
- h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all tax obligations due to the City.
- l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
- m) It will accept such terms and conditions in a resulting contract if awarded by the City.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF OFFER:**

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2009104**.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Edward Quedens, CPM  
As Business Services Director

## VENDOR INFORMATION

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**Contact for Questions about this proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Sales Tax Rate: \_\_\_\_\_

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Sales Tax Rate: \_\_\_\_\_

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or  
Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

**APPENDIX A (CITY OF MESA INFORMATION)**

Mesa has been using the US Communities contract with Office Depot for stockless office supplies.

|                       |                   |
|-----------------------|-------------------|
| 2008 Purchases        | Approx. \$912,000 |
| 2007 Orders           | 4,000             |
| 2007 Internet Orders  | 97%               |
| Average Order Size    | Approx. \$200     |
| 2008 Purchases **     | Approx. \$800,000 |
| Order Representatives | Approx. 175       |
| Delivery Locations    | Approx. 112       |

**City of Mesa Account Hierarchy**

| <b>Organizational Level</b>   | <b>Activities</b>   |
|---|---|
| Accounts Payable  | Processing Payments Requested by Department/Responsibility Center, Receipt of Monthly Statement and Account Reconciliation  |
| Purchasing  | Issues not able to be resolved by Accounts Payable or Department/Responsibility Center, Auditing Contract Pricing, Distributing Reports to Department Heads on the purchases made by their staffs |
| Department/Responsibility Center (RC)<br>(Ordering Representatives) | Placing Orders, Receipt of Invoices and Matching to Packing Slips, Initiating Payment   |
| Delivery Location   | Receiving Order, Verifying Items Against Packing Slip   |

Delivery locations may or may not be the same as the Department/Responsibility Center. Invoices must be mailed to the Ordering Representatives and not to the Delivery Location or to Accounts Payable.

The City desires the ability to establish, edit and delete Ordering Representatives and delivery locations by 3-4 administrators at the Purchasing level.

**APPENDIX A (CITY OF MESA INFORMATION)**

**City of Mesa Delivery Locations**

| <b>BUSINESS NAME</b>         | <b>ADDRESS</b>         |
|------------------------------|------------------------|
| MESA ART CENTER              | 1 E MAIN ST            |
| FIRE EMS                     | 1105 E 2ND AVE         |
| CENTRAL PATROL DISTRICT      | 120 N ROBSON           |
| MESA CEMETERY                | 1212 N CENTER ST       |
| FIRE DEPT/PUBLIC ED          | 13 W 1ST ST            |
| FIRE PREVENTION              | 13 W 1ST ST            |
| FIRE SUPPORT                 | 13 W 1ST ST            |
| CRIME LAB                    | 130 N ROBSON           |
| IDENTIFICATION SERVICES      | 130 N ROBSON           |
| PATROL RESOURCE DIV          | 130 N ROBSON           |
| PD ADMINISTRATION            | 130 N ROBSON           |
| PD EVIDENCE                  | 130 N ROBSON           |
| PD HOLDING FACILITY          | 130 N ROBSON           |
| PD RECORDS                   | 130 N ROBSON           |
| PD TELESERVE                 | 130 N ROBSON           |
| POLICE DEPARTMENT - ADMIN    | 130 N ROBSON           |
| POLICE DEPARTMENT - FISCAL   | 130 N ROBSON           |
| POLICE DEPARTMENT - HIRING   | 130 N ROBSON           |
| POLICE DEPT -IDENTIFICATION  | 130 N ROBSON           |
| POLICE DEPT-CRIME LAB        | 130 N ROBSON           |
| STAFF RESOURCES              | 130 N ROBSON           |
| PS SYSTEMS SECTION           | 130 N ROBSON FL 2      |
| COMMUNICATIONS               | 161 E 6TH PL FL 1      |
| PUBLIC SAFETY COMMUNICATIONS | 161 E 6TH PL FL 3      |
| WILLIAMS GATEWAY AREA        | 20 E MAIN ST STE 10    |
| PLANNING                     | 20 E MAIN ST STE 130   |
| PURCHASING                   | 20 E MAIN ST STE 150   |
| CITY AUDITOR                 | 20 E MAIN ST STE 180   |
| ECONOMIC DEVELOPMENT         | 20 E MAIN ST STE 200   |
| PERSONNEL                    | 20 E MAIN ST STE 250   |
| MESA CHANNEL 11              | 20 E MAIN ST STE 300   |
| ACCOUNTING SERVICES          | 20 E MAIN ST STE 350   |
| FINANCIAL SERVICES           | 20 E MAIN ST STE 450   |
| FINANCIAL SERVICES ADMIN     | 20 E MAIN ST STE 450   |
| TAX & AUDIT COLLECTIONS      | 20 E MAIN ST STE 450   |
| ENGINEERING                  | 20 E MAIN ST STE 500   |
| CITY CLERKS OFFICE           | 20 E MAIN ST STE 600   |
| NEIGHBORHOOD OUTREACH        | 20 E MAIN ST STE 650   |
| NEIGHBORHOOD SERVICES        | 20 E MAIN ST STE 650   |
| REAL ESTATE                  | 20 E MAIN ST STE 650   |
| CITY MANAGER                 | 20 E MAIN ST STE 750   |
| CITY ATTORNEYS OFFICE        | 20 E MAIN ST STE 850   |
| PARKS ADMINISTRATION         | 200 S CENTER ST BLDG 1 |
| PARKS AND RECREATION-SCC     | 200 S CENTER ST BLDG 1 |
| CODE COMPLIANCE              | 200 S CENTER ST BLDG 2 |
| INFORMATION TECHNOLOGY       | 200 S CENTER ST BLDG 2 |

**APPENDIX A (CITY OF MESA INFORMATION)**

| <b>BUSINESS NAME</b>         | <b>ADDRESS</b>         |
|------------------------------|------------------------|
| CUSTOMER SERVICE             | 200 S CENTER ST BLDG 3 |
| EMPLOYEE BENEFITS            | 200 S CENTER ST BLDG 3 |
| SAFETY SERVICES              | 200 S CENTER ST BLDG 3 |
| DOBSON RANCH GOLF COURSE     | 2155 S DOBSON RD       |
| PARKS/WEST MAINENANCE        | 220 E 6TH PLACE        |
| RIVERVIEW GOLF COURSE        | 2202 W 8TH ST          |
| POLICE METRO / CAFV          | 225 E 1ST ST STE 102   |
| MESA POLICE DEPT IA          | 225 E 1ST ST STE 207   |
| DOBSON RANCH LIBRARY         | 2425 S DOBSON RD       |
| SUPERSTITION SUBSTATION      | 2430 S ELLSWORTH RD    |
| CITY COURT                   | 245 W 2ND ST           |
| CITY PROSECUTOR              | 245 W 2ND ST STE 201   |
| DOBSON POLICE                | 2505 S DOBSON RD       |
| METRO RESOURCES              | 255 W JUANITA AVE      |
| COMMERCIAL FACILITIES DIV    | 263 N CENTER ST BLDG A |
| TRANS ADMIN                  | 300 E 6TH ST           |
| TRANSPORTATION               | 300 E 6TH ST           |
| FLEET SERVICES SUPPORT       | 310 E 6TH ST           |
| PURCHASING AT FLEET SERVICES | 310 E 6TH ST           |
| MAIL SERVICES                | 316 E 6TH ST           |
| WAREHOUSE                    | 316 E 6TH ST           |
| WAREHOUSE ADMIN              | 316 E 6TH ST           |
| PRINT SHOP                   | 316 E 6TH ST # END     |
| PRINT SHOP ADMIN             | 316 E 6TH ST # END     |
| FIRE SPECIAL OPS/TRAINING    | 3260 N 40TH ST BLDG 4  |
| CITY OF MESA/MUNC SEC        | 340 E 6TH ST           |
| FACILITIES MAINTENANCE       | 340 E 6TH ST           |
| AZ. MUSEUM FOR YOUTH         | 35 N ROBSON            |
| FIRE BATTALION 201           | 360 E 1ST ST           |
| FIRE/EMERGENCY               | 40 N CENTER ST STE 105 |
| FIRE DEPARTMENT-ADMIN        | 40 N CENTER ST STE 115 |
| FIRE PERSONNEL & WELLNESS    | 40 N CENTER ST STE 116 |
| HOUSING SERVICES             | 415 N PASADENA         |
| POLICE DEPARTMENT            | 4333 E UNIVERSITY DR   |
| GREENFIELD WATER RECLAMATION | 4400 S GREENFIELD RD   |
| FIRE BATTALION 203           | 4530 E MCKELLIPS RD    |
| FIRE STATION NUMBER 8        | 4530 E MCKELLIPS RD    |
| FALCON FIELD AIRPORT         | 4800 E FALCON DR       |
| MESA PD AVIATION             | 5110 E FALCON DR       |
| AZ MUSEUM OF NAT HISTORY     | 53 N MACDONALD         |
| BUILDING SAFETY ADMIN        | 55 N CENTER ST         |
| ENVIRONMENTAL PROGRAMS       | 55 N CENTER ST FL 2    |
| INFORMATION TECHNOLOGY/ISB   | 59 E 1ST ST            |
| PD WGA STATION               | 5945 S SOSSAMAN RD     |
| SOUTHEAST WATER RECLAMAT     | 6308 E BASELINE RD     |
| RED MOUNTAIN LIBRARY         | 635 N POWER RD         |
| MAIN LIBRARY                 | 64 E 1ST ST            |

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**APPENDIX A (CITY OF MESA INFORMATION)**

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| <b>BUSINESS NAME</b>           | <b>ADDRESS</b>      |
|--------------------------------|---------------------|
| ELECTRIC UTILITY               | 640 N MESA DR       |
| UTILITIES ADMIN                | 640 N MESA DR       |
| UTILITIES RESOURCE ADMIN       | 640 N MESA DR       |
| UTILITY CONSTRUCTION           | 640 N MESA DR       |
| UTILITY SERVICES               | 640 N MESA DR       |
| UTILITY SERVICES ADMIN         | 640 N MESA DR       |
| WATER DIVISION                 | 640 N MESA DR FL 2  |
| BUILDING INSPECTIONS           | 6935 E DECATUR ST   |
| FIRE SUPPORT                   | 6935 E DECATUR ST   |
| REVENUE COLLECTIONS EMSC       | 6935 E DECATUR ST   |
| STREET MAINTENANCE             | 6935 E DECATUR ST   |
| PARKS/EAST MAINTENANCE         | 6945 E DECATUR ST   |
| FIRE STATION 209 / BC202       | 7035 E SOUTHERN AVE |
| UTILITY CONSTRUCTION           | 7115 E ADOBE        |
| SOLID WASTE                    | 730 N MESA DR       |
| PARKS/RED MTN MULTI-GEN CENTER | 7550 E ADOBE ST     |
| CAP WATER TREATMENT PLANT      | 7750 E BROWN RD     |
| NORTH WEST WATER RECLAMAT      | 960 N RIVERVIEW     |

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## APPENDIX B (SAVE AGENCY INFORMATION)

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### SAVE Cooperative Agencies that have expressed an interest in this contract

|   |   |
|---|---|
| Alhambra Elementary School District #68 (Phoenix)             | Pinal County  |
| Apache Junction Unified School District #43 (Apache Junction) | Queen Creek Unified School District #95 (Queen Creek) |
| Basz School District #31 (Roosevelt)                          | Roosevelt School District #66 (Phoenix)               |
| Buckeye Elementary School District #33 (Buckeye)              | Safford Unified School District #1 (Safford)          |
| Buckeye Union High School District #201 (Buckeye)             | Stanfield Elementary School District #24 (Stanfield)  |
| Catalina Foothills Unified School District #16 (Tucson)       | Tempe Union High School District #213 (Tempe)         |
| Cave Creek Unified School District #93 (Cave Creek)           | Tolleson Elementary School District #17 (Tolleson)    |
| Central Arizona Project                                       | Tolleson Union High School District #214 (Tolleson)   |
| City of Apache Junction                                       | Tombstone Unified School District #1 (Tombstone)      |
| City of Eloy  | Town of Gilbert                                       |
| City of Flagstaff   | Town of Prescott Valley                               |
| City of Maricopa  | Vail Unified School District #20 (Vail)               |
| City of Mesa  | Wilson Elementary School District #7 (Phoenix)        |
| City of Tempe   | Yuma Elementary School District #1 (Yuma)             |
| Concho Elementary School District #6 (Concho)                 | Yuma Union High School District #70 (Yuma)            |
| Coolidge Unified School District #21 (Coolidge)               |   |
| Creighton Elementary School District #14 (Phoenix)            |   |
| Douglas Unified School District #27 (Douglas)                 |   |
| Florence Unified School District #1 (Florence)                |   |
| Fountain Hills Unified School District #98 (Fountain Hills)   |   |
| Fowler Elementary School District #45 (Phoenix)               |   |
| Gilbert Unified School District #41 (Gilbert)                 |   |
| Glendale Elementary School District #40 (Glendale)            |   |
| Higley Unified School District #60 (Gilbert)                  |   |
| Holbrook Unified School District #3 (Holbrook)                |   |
| Kingman Unified School District #20 (Kingman)                 |   |
| Kyrene School District #28 (Tempe)                            |   |
| Lake Havasu Unified School District #1 (Lake Havasu)          |   |
| Laveen Elementary School District #59 (Laveen)                |   |
| Liberty Elementary School District #25 (Buckeye)              |   |
| Litchfield Elementary School District #79 (Litchfield Park)   |   |
| Littleton Elementary School District #65 (Avondale)           |   |
| Marana Unified School District #6 (Marana)                    |   |
| Maricopa Unified School District #20 (Maricopa)               |   |
| Mesa Public Schools #4 (Mesa)                                 |   |
| Osborn School District #8 (Phoenix)                           |   |
| Page Unified School District #8 (Page)                        |   |
| Paradise Valley Unified School District #69 (Paradise Valley) |   |
| Pendergast School District #92 (Phoenix)                      |   |
| Peoria Unified School District #11 (Peoria)                   |   |
| Phoenix Elementary School District (Phoenix)                  |   |
| Phoenix Union High School District #210 (Phoenix)             |   |

A current list of all SAVE members is available at <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

## SEALED PROPOSAL

|                      |
|----------------------|
| <b>Submitted by:</b> |
| Company Name:        |
| Address:             |
| City, State, Zip:    |

RFP # **2009104 Stockless Office and  
Classroom Supplies**  
Due Date: **May 5, 2009, at 3:00 p.m.**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201  
PO Box 1466  
Mesa, AZ 85211-1466



TO: All Bidders Receiving Request for Bid # 2009104  
Stockless Office and Classroom Supplies

FROM: Jim Ruiz, Purchasing Administrator

DATE: April 30, 2009

SUBJECT: Addendum # 1 – Response to Questions and Extension of Due Date

All bidders are hereby notified that an addendum has been issued in response to vendor questions. This addendum also extends the bid date to May 12, 2009 at 3:00 PM local time.

All other terms and conditions remain unchanged.

**All offerers must acknowledge receipt of this addendum on the submittal checklist (pg 20) in the RFP. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.**

Please contact Diane Ross, Buyer, at (480) 644-2064 with any questions you may have regarding this addendum.

Attachment

c: Larry Dougherty  
Pam Tyson  
Tom Carney  
Monica Boutin  
Caroline Brackley  
Diane Ross



## ADDENDUM #1

### **RFP #2009104 Stockless Office and Classroom Supplies Questions and Responses**

**THE BID DUE DATE IS BEING EXTENDED TO MAY 12, 2009 AT 3:00 PM LOCAL TIME.**

#### **Responses to Questions Asked:**

**1. Q: Will additional detailed product descriptions be provided in the Core List Price Schedule?**

A: The City attempted to use specifications rather than brand-names when possible in the product descriptions. This was to allow vendors the flexibility to propose an economical solution. If a product does not meet a user's need, they may order another product from the catalog using the non-core ordering option.

**2. Q: Will estimated usage from committed agencies be provided?**

A: Estimated annual usage is being provided, attached. It should be understood these are estimates and agencies will make a final determination on whether to participate once the contract award has been made.

**3. Q: What is estimated products spend of the Core List Price Schedule and Non-Core Price Marketbasket vs. the forecasted annual spend?**

A: As this is a multi-agency solicitation, an estimate is unknown. An attempt was made to incorporate a larger list of core items to "mainstream" user orders to these items to provide best pricing.

**4. Q: Will there be an evaluation process for the remaining items—non- quoted items--- from the general line office supply catalog?**

A: This is the Non-Core List Pricing proposal outlined in the detailed specifications (pg 15). The City did not structure the Non-Core item pricing proposal. Offerors may propose a structure based on discount off catalog, discount by item category or by manufacturer, etc. Evaluation of the Non-Core List Pricing will be done using a Marketbasket method (see the "Non-Core Price Schedule" in Excel posted on the City's Purchasing Webpage).

**5. Q: How will the scoring be evaluated? Do you have a previous RFP that clearly demonstrates the scoring process?**

A: The evaluation process is set forth in section i.20 (pg 4) of the RFP.

**6. Q: The RFP indicates that pricing must remain fixed for a year with the exception of paper reviewed quarterly. However, further in the RFP it indicates that pricing can be changed with prior notice along with a vendor letter. Please clarify.**

A: Section 4 (Desired Elements) of the Detailed Specifications does indicate the desire for prices to be held firm for no less than 12-months, with quarterly adjustments for paper. "General Pricing



## ADDENDUM #1

### **RFP #2009104 Stockless Office and Classroom Supplies Questions and Responses**

Terms” (pg 15) specifies notices of price changes shall be submitted no less than 30-days in advance. These two sections do not conflict and are intended to provide the City time to review price changes and concur with or dispute them.

**7. Q: Will conversion rebates for any agencies be factored into the evaluation process?**

A: Conversion rebates are welcomed. As conversion rebates are one-time savings, they will not be factored into the pricing evaluation but will be considered as part of the “Overall Program Presented” in the evaluation elements.

**8. Q: Can an overall rebate based on volume be issued to the lead agency?**

A: Mesa will not impose any vendor fee (1% or other amount) and will not accept any special “lead agency” special rebate as part of the RFP.

Rebates should be provided to the individual agencies partaking in the contract based on their annual spend. Rebate calculations that are based on cumulative contract spend of all agencies, rather than single-agency spend are encouraged so as to maximize savings to all agencies.

**9. Q: What is the potential number of ship to locations as well as desktop delivery points?**

A: A survey of ship-to and desktop delivery points for the agencies expressing an interest in the contract has not been done. Mesa has approximately 112 desktop delivery points.

**10. Q: Including City of Mesa, how many end-users and approvers are estimated to place orders based from the list on p. 30 from the RFP?**

A: A survey of end-users and approvers for the agencies expressing an interest in the contract has not been done. Mesa has approximately 175 end-users and one approver for certain specified commodities and line item total dollar amount.

**11. Q: Will sustainability (GREEN) be evaluated as well as the organization commitments to sustainability?**

A: Each agency has a different level of “Green” efforts. Sustainability programs will be evaluated as part of the “Overall Program Presented” section of the evaluation.

**12. Q: Will other additional services (printing, promotional, technology, furniture and breakroom supplies) be taken into consideration?**

A: Furniture and breakroom supplies are incorporated and some of these items are in the Core and Non-Core price lists. Printing and promotional items are NOT included. Technology, including PC's, Monitors, Printers (other than multi-functions generally used as fax machines), software and other network infrastructure are not included.

**13. Q: If based on our internal analysis we deem to have a better value proposition in an existing co-op can this be recommended and or additionally presented?**

**ADDENDUM #1**

**RFP #2009104 Stockless Office and Classroom Supplies  
Questions and Responses**

A: Because these contracts all have different terms, conditions, exclusions and periods, the City prefers not to accept responses based on other contracts.

14. **Q: If asked to return for a full presentation, is this to be done the week of June 15 through the 19th? Or when could this presentation period take place?**

A: The exact dates are not yet know. Presentations are likely to be requested late May or early June.

15. **Q: Page 3 i.11 Proposal Security – “If required within...” - We don’t find a security requirement anywhere within the specifications, are we correct that there are none?**

A: Correct. Section i.5 (Pg 2) indicates no Proposal or Performance Security.

16. **Q: Can you supply actual usage on the “Core List” items? If not, what percentage of the total spend does the core list represent?**

A: See question 3 above.

17. **Q: Appendix “A” reflects 2008 purchases, but details 2007 for “number of orders” and “internet ordering”. Is 2008 data available for these two areas?**

A: Updated Mesa information

2007 Purchases: \$1,047,000  
2008 Purchases: \$867,000  
2008 Orders: 4,850  
2008 Internet Orders: Approximately 99%

18. **Q: Are we correct in understanding that in the evaluation elements section, the lowest proposal cost vendor will receive the total possible “price points”, 275 for “core list”, 100 for “Ink and Toner Cartridges”, and 150 for “Non-Core Pricing”, and the remaining vendors will receive the appropriate points relative to their percentage of the lowest proposal cost per example below?**

Vendor “A” has the lowest cost proposal @ \$100.00 and receives 525 points  
Vendor “B” has the next lowest cost @ \$125.00, therefore  $\$100.00/\$125.00 = .80 \times 525$   
possible points = 420 points awarded  
Vendor “C” is next in line @ \$135.00, therefore  $\$100.00/\$135.00 = .74 \times 525$  possible  
points = 388.5 points awarded

A: For the three price-related criteria (Core List Pricing, Ink and Toner Cartridge Pricing and Non-Core List Pricing), correct.

19. **Q: In addition to HP OEM Toner, we also carry Xerox brand toner manufactured for HP and Brother printers. They have a significantly lower cost (up to 35% especially on color printers) with same or even higher yield, with a 1 yr warranty which also covers the printer if there would ever be a toner issue. These are not refilled. These are manufactured like the same processes as HP, so they would be equal or better in quality. The toners do not**



## ADDENDUM #1

### **RFP #2009104 Stockless Office and Classroom Supplies Questions and Responses**

**change the printer readings or software functions. Would we be able to submit these toners for bid?**

A: As each agency/department/printer may have different requirements regarding the use of OEM/Remanufactured cartridges, lines 456 through 592 should be bid as OEM only cartridges. The successful vendor is encouraged to market cost-saving options to agencies/departments and should include details to be evaluated as part of the "Overall Program Presented".

**Clarification:** The City intends to award this contract to one (1) vendor for the complete scope of work (reserving the rights in section i.24, pg 5).

**Update:** Nogales Unified School District #1 is added to the list of Interested Agencies.

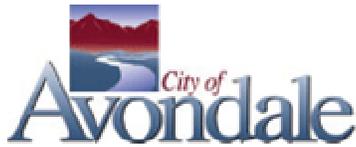
**ALL OFFERERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE SUBMITTAL CHECKLIST (PG 20) IN THE RFP. FAILURE TO ACKNOWLEDGE ANY ADDENDA ISSUED MAY RESULT IN A RESPONSE BEING DEEMED NON-RESPONSIVE.**

**THE BID DUE DATE IS BEING EXTENDED TO MAY 12, 2009, AT 3:00 PM LOCAL TIME.**

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WIST SUPPLY & EQUIPMENT CO.

[Materials Order(s)]

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



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Regional  
Pavement Maintenance of Arizona, Inc.

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Wayne Janis, Public Works Director (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council authorize full depth asphalt patchwork, miscellaneous asphalt repairs, and utility adjustment services from Regional Pavement Maintenance of Arizona through a Cooperative Purchasing Agreement not to exceed an aggregate total of \$600,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

During a typical work week, the Public Works Department performs several scheduled proactive water service replacements and/or provides emergency repairs to broken water/sewer service lines and water mains. These activities sometimes require removal of large sections of asphalt and/or concrete to access the affected lines as they are usually located under the street or sidewalk areas. Once the line replacement or repair is completed, the staff backfill the excavation and install a temporary asphalt or concrete patch. A permanent repair to the asphalt and/or concrete surface is scheduled for a later date, with a goal of completion no more than 10 working days subsequent to the line repair, and is contracted to a vendor specializing in street repairs.

**DISCUSSION:**

The City of Avondale has secured a contract price with Regional Pavement Maintenance of Arizona, Inc. to provide construction, repair and maintenance of city asphalt and concrete surfaces. After a competitive bid process, the Town of Gilbert entered into Contract No. 2012-4106-0011, and the city is permitted under Section 25-24 of the City Code to procure services under this contract without further public bidding. The Town of Gilbert contract permits its cooperative use by other governmental agencies including the City of Avondale. This contract will allow Public Works staff to assign permanent asphalt and concrete repairs required subsequent to water/sewer line work from Regional Pavement on an as needed basis for the remaining contract period.

**BUDGETARY IMPACT:**

The Water Distribution Staff estimates \$150,000 annually in expenditures for these types of repairs, for a cumulative total over the contract period not to exceed \$600,000, subject to budget approval. The funding for the work acquired under this Cooperative Purchasing Agreement is available in the Water Distribution Budget: 501-9100-00-6750.

**RECOMMENDATION:**

Staff is recommending that the City Council authorize full depth asphalt patchwork, miscellaneous asphalt repairs, and utility adjustment services from Regional Pavement Maintenance of Arizona through a Cooperative Purchasing Agreement not to exceed an aggregate total of \$600,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

-  [Regional Pavement Approval Letter](#)
-  [Cooperative Purchasing Agreement](#)



December 1, 2011

Todd Carpenter  
City of Avondale

Sent via Email: [tcarpenter@avongale.org](mailto:tcarpenter@avongale.org)

**RE: Cooperative Purchasing Agreement**

Please accept this letter as our agreement to honor the terms of the Town of Gilbert Agreement #2012-4106-0011 Full Depth Asphalt Patchwork, Miscellaneous Asphalt Repairs, and Utility Adjustment Services, as a CO-OP / S.A.V.E. contract for the City of Avondale to utilize and purchase from.

Sincerely,



Steve Leone  
Vice-President

480.963.3416 • Fax 480.963.3417

P.O. Box 3778 • Gilbert, Arizona 85299 • A14 ROC 195953; A15 195952

SEALCOATING • STRIPING • CRACKFILLING • PAVING • GRADING • PULVERIZING • MILLING • SLURRY SEAL

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 9, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Regional Pavement Maintenance of Arizona, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the Town of Gilbert, Arizona ("Gilbert"), entered into Contract No. 2012-4106-0011 dated July 28, 2011 (the "Gilbert Contract") for the Contractor to provide full depth asphalt patchwork and miscellaneous asphalt repair services. A copy of the Gilbert Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Gilbert Contract, at its discretion and with the agreement of the awarded Contractor, and the Gilbert 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 a cooperative contractual relationship under the Gilbert Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with full depth asphalt patchwork, miscellaneous asphalt repair and utility adjustment services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Gilbert 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 Gilbert Contract has been extended, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to

extend the 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 Gilbert 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 the 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.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$150,000.00 for Services at the unit rates as set forth in the Gilbert Contract. The maximum aggregate amount for this Agreement shall not exceed \$750,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon 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 Gilbert Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Gilbert 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 subcontractor's 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. E-verify Requirements. 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 subcontractors' 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. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City

shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Gilbert Contract, 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 Gilbert 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 Gilbert Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. To the extent provided under the Gilbert Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Gilbert, and such rights, privileges, 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.

[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

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

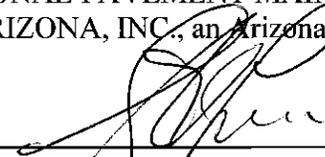
\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Contractor"**

REGIONAL PAVEMENT MAINTENANCE  
OF ARIZONA, INC., an Arizona corporation

By: 

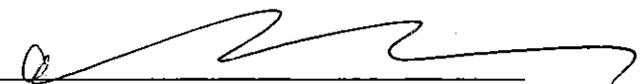
Name: Steve Leone

Title: Vice-President

(ACKNOWLEDGMENT)

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on 12/14 <sup>A.M.</sup> 2011, ~~2012~~, by Steve Leone, as Vice President of REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC., an Arizona corporation, on behalf of the corporation.

  
Notary Public in and for the State of Arizona

(affix notary seal here)

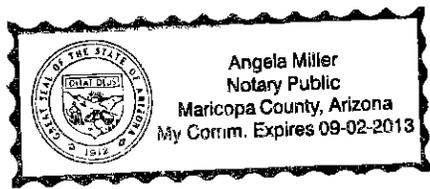


EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

[Gilbert Contract]

See following pages.



VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 24, 2011

Stephen Leone / V.P.  
Regional Pavement Maintenance of Arizona, Inc.  
P.O. Box 3778  
Gilbert, AZ 85299

Dear Mr. Leone:

You are hereby directed to begin the contract with the Town of Gilbert for Full Depth Asphalt and Miscellaneous Asphalt Repair services, Contract # 2012-4106-0011 as of July 28, 2011.

Enclosed you will find an original copy of the contract. Purchase Order # g-04985 has been generated for these services. Please reference this PO # with each invoice you submit for payment.

The Town looks forward to its new partnership with your company! If you have any questions, do not hesitate to give me a call at 480-503-6414.

Sincerely,

A handwritten signature in black ink that reads "Joslyn Marty". The signature is written in a cursive, flowing style.

Joslyn Marty  
Office Administrator - Contracts  
Gilbert Public Works

Enclosure:  
Original Contract # 2012-4106-0011  
Purchase Order # g-04985

**TOWN OF GILBERT AGREEMENT # 2012-4106-0011 FOR FULL DEPTH ASPHALT  
PATCHWORK AND MISCELLANEOUS ASPHALT REPAIR SERVICES**

THIS Agreement is entered into as of this 28<sup>th</sup> day of July,  
2011, by and between Gilbert, Arizona, a municipal corporation, hereinafter referred to as the  
"Gilbert" and **Regional Pavement Maintenance**, hereinafter referred to as the "Contractor."

FOR THE PURPOSE of providing **Full Depth Asphalt Patchwork and  
Miscellaneous Asphalt Repairs** services for Gilbert, Gilbert and Contractor do hereby mutually  
agree to the following:

**1. SERVICES AND RESPONSIBILITIES**

1.1 **Retention of the Contractor.** In consideration of the mutual promises contained in  
this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance  
with all the terms and conditions contained in this Agreement.

1.2 **Scope of Services.** The Contractor shall do, perform and carry out in a  
satisfactory and proper manner, as determined by Gilbert, the services set forth in this  
Agreement, including all exhibits ("Services"). The specific scope of work is set forth in the Bid  
Documents and Contractor's bid, which are attached hereto as **Exhibit A**.

**1.3 Responsibility of the Contractor.**

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor  
will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall  
comply with applicable laws and regulations. In addition, and not as a limitation on the  
foregoing, such documents and reports prepared by Contractor shall be prepared in accordance  
with professional Consulting standards, as applicable. Any review or approval of said  
documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing  
conditions, including utilities, prior to commencing the Services and notify Gilbert of any  
constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement  
insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate Stephen Leone as Contractor Representative  
and all communications shall be directed to him. Key Contractor Personnel are set forth in  
Exhibit B. "Key Personnel" includes the Contractor employee who will place his license number  
and signature on key documents and those employees who have significant responsibilities  
regarding the Services and Contract. Prior to changing such designation Contractor shall first  
obtain the approval of Gilbert.

1.3.5 Contractor's subcontracts are set forth in **Exhibit B** attached hereto and made a part hereof. Any modification to the list of Subcontractors on **Exhibit B**, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

~~1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.~~

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

#### 1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates Kory Parker as its Contract Representative. All communications to Gilbert shall be through its Contract Representative.

1.5 Contract Term; Renewal. The Contract commences upon execution by both parties and continues through June 30, 2012. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. Prices bid for the FY 2011-2012 Contract shall remain in effect through the Contract term. Gilbert will review fully documented requests for price increase per line item for any renewal term, up to 3% annually. Any request for price increase must be submitted at least 60 days prior to the start of each fiscal year (July 1). The Gilbert Public Works Department Director has authority to approve any subsequent renewal after the Original Term, including changes in the scope of work, provided that: (1) the Contract amount does not exceed \$50,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Contract, not to exceed a 3% price increase annually.

1.6 Schedule of Services. The Schedule of Services is set forth in **Exhibit C**. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall not exceed \$250,000.00 in FY 2011-2012.

2.2 Method of Payment. Method of payment shall be monthly. Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed and accepted by Gilbert.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.3 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as **Exhibit D**. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of

Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

#### 4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert's Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10. Contractor's insurance shall be primary insurance as respects performance of this Agreement.

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4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: - Reserved

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA

20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## 5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, 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, or destruction of property including loss of use of resulting there from, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

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7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation

incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). ~~Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.~~ A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Sudan and Iran. Bidder warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledges that any subcontractor who is contracted by Bidder to perform work pursuant to the Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

7.9 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert's consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT:

CONTRACTOR:

Streets Manager – Curtis Yardley  
Town of Gilbert Public Works  
900 E. Juniper Ave.  
Gilbert, Arizona 85234

Regional Pavement Maintenance  
P.O. Box 3118  
Gilbert, AZ 85299

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

## 8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

## 9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Gilbert's Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes..

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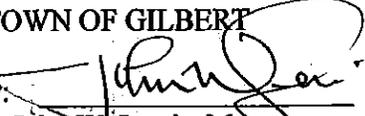
10. ASSIGNABILITY

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The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: 

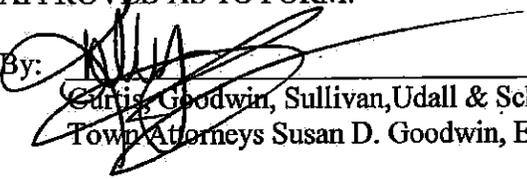
John W. Lewis, Mayor

ATTEST:

By: 

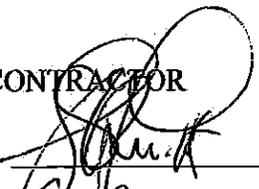
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

By: 

Curtis Goodwin, Sullivan, Udall & Schwab, P.L.C.  
Town Attorneys Susan D. Goodwin, Esq.

CONTRACTOR

By: 

Title: Vice President

**EXHIBIT A  
SCOPE OF WORK**

- Regional Pavement Maintenance FY 11-12 Pricing (4 pages)
- Regional Pavement Maintenance Proposal documents (7 pages)
- Addendum No. 1 plus Bid Documents (20 pages)

## RESIDENTIAL BID PRICES

# 2012-4106-0011 (page 2 of 3)

| Job Size per Location /<br>Remove and Replace Asphalt<br>Concrete to Depth | Contractor<br>Unit Price<br>(\$ per Square Yard) | Estimated<br>Quantity (Square<br>Yards) | Contractor<br>Total Bid Price<br><small>(Avg. \$ p/unit price x estimated<br/>quantity)</small> |
|--|--|---|---|
| <b>SQUARE YARDS / 2" DEPTH</b>   |  |   |   |
| 0-250  | 17.30  |   |   |
| 251-500  | 15.40  |   |   |
| 501-999  | 13.60  |   |   |
| 1000 or more   | 11.80  |   |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 14.52 x 180                | = \$ 2610.00 ✓  |
| <b>SQUARE YARDS / 3" DEPTH</b>   |  |   |   |
| 0-250  | 22.51  |   |   |
| 251-500  | 20.45  |   |   |
| 501-999  | 19.25  |   |   |
| 1000 or more   | 15.75  |   |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 19.62 x 1580               | = \$ 31,078.60 ✓  |
| <b>SQUARE YARDS / 4" DEPTH</b>   |  |   |   |
| 0-250  | 26.00  |   |   |
| 251-500  | 26.00  |   |   |
| 501-999  | 26.00  |   |   |
| 1000 or more   | 26.00  |   |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 26.00 x 1                  | = \$ 26.00 ✓  |
| <b>SQUARE YARDS / 5" DEPTH</b>   |  |   |   |
| 0-250  | 34.97  |   |   |
| 251-500  | 33.92  |   |   |
| 501-999  | 32.85  |   |   |
| 1000 or more   | 27.75  |   |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 32.37 x 310                | = \$ 10,034.70 ✓  |
| <b>SQUARE YARDS / 6" DEPTH</b>   |  |   |   |
| 0-250  | 36.20  |   |   |
| 251-500  | 35.20  |   |   |
| 501-999  | 35.15  |   |   |
| 1000 or more   | 35.00  |   |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 35.54 x 1050               | = \$ 37,317.00 ✓  |

**BIDDERS BID SHEET # 2012-4106-0011**  
**FULL DEPTH ASPHALT PATCHWORK AND REPAIR**  
(page 3 of 3)

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A. **ARTERIAL AND COLLECTOR Streets**      \$ 114,566.<sup>01</sup> ✓

(Subtotal all (5) lines in the Contractor Total Bid Price Column on the Arterial & Collector worksheet)

B. **RESIDENTIAL Streets**      \$ 81,066.<sup>30</sup> ✓

(Subtotal all (5) lines in the Contractor Total Bid Price Column on the Residential worksheet)

**GRAND TOTAL BIDDER'S BID ----->**      \$ 195,632.<sup>31</sup> ✓

(Add A + B for final bid amount)

NOTE: Average unit price amounts will not be applied for actual work. The average unit price calculation is for bid purposes only. Gilbert will apply the **actual unit price bid** for area per job site. Estimated quantities used on bid sheets are based on FY 2010-2011 work and are provided solely for the calculation of lowest bid. Gilbert's FY 2011-2012 budget shall not exceed \$250,000.00 for these services

## VALVE AND MANHOLE ADJUSTMENTS

# 2012-4106-0011 (PAGE 1 OF 1)

Prices Bid for these Services WILL NOT be included in calculation of lowest bid

| Description                             | Contractor<br>Unit Price |
|---|--------------------------|
|   |                          |
| <b>Adjust Manhole and Frame per MAG</b> |                          |
| 0 to 5                                  | \$ 475 <sup>00</sup>     |
| 6 to 10                                 | \$ 450 <sup>00</sup>     |
| 11 or more                              | \$ 425 <sup>00</sup>     |
|   |                          |
| <b>Adjust Valve Box per MAG</b>         |                          |
| 0 to 5                                  | \$ 525 <sup>00</sup>     |
| 6 to 10                                 | \$ 500 <sup>00</sup>     |
| 11 or more                              | \$ 475 <sup>00</sup>     |
|   |                          |

NOTE: Prices Bid for these Services will not be included in calculation of lowest bid. All unit pricing **SHALL INCLUDE** Traffic Control

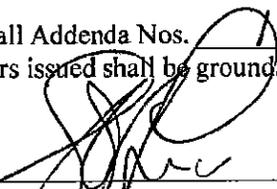
# ARTERIAL AND COLLECTOR BID PRICES SHEET

#2012-4106-0011 (page 1 of 3)

| Job Size per Location /<br>Remove and Replace Asphalt<br>Concrete to Depth | Contractor<br>Unit Price<br>(\$ per Square Yard) | Estimated Quantity<br>(Square Yards) | Contractor<br>Total Bid Price<br>(Avg. \$ p/unit price x estimated<br>quantity) |
|--|--|--------------------------------------|---|
| <b>SQUARE YARDS / 2" DEPTH</b>   |  |                                      |   |
| 0-250  | 28.35  |                                      |   |
| 251-500  | 27.15  |                                      |   |
| 501-999  | 25.20  |                                      |   |
| 1000 or more   | 24.15  |                                      |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 26.21 x 1               | = \$ 26.21 ✓  |
| <b>SQUARE YARDS / 3" DEPTH</b>   |  |                                      |   |
| 0-250  | 29.35  |                                      |   |
| 251-500  | 28.40  |                                      |   |
| 501-999  | 26.25  |                                      |   |
| 1000 or more   | 25.25  |                                      |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 27.31 x 2200            | = \$ 60,082.00 ✓  |
| <b>SQUARE YARDS / 4" DEPTH</b>   |  |                                      |   |
| 0-250  | 32.00  |                                      |   |
| 251-500  | 31.00  |                                      |   |
| 501-999  | 28.55  |                                      |   |
| 1000 or more   | 26.85  |                                      |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 29.60 x 940             | = \$ 27,824.00 ✓  |
| <b>SQUARE YARDS / 5" DEPTH</b>   |  |                                      |   |
| 0-250  | 41.50  |                                      |   |
| 251-500  | 37.85  |                                      |   |
| 501-999  | 37.35  |                                      |   |
| 1000 or more   | 36.25  |                                      |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 38.36 x 380             | = \$ 14,576.80 ✓  |
| <b>SQUARE YARDS / 6" DEPTH</b>   |  |                                      |   |
| 0-250  | 42.50  |                                      |   |
| 251-500  | 41.50  |                                      |   |
| 501-999  | 38.25  |                                      |   |
| 1000 or more   | 38.00  |                                      |   |
| Avg. Unit Price = (Total of all single<br>unit prices divided by 4)        |  | Average = \$ 40.19 x 300             | = \$ 12,057.00 ✓  |



That Bidder has received and reviewed all Addenda Nos. \_\_\_\_\_ issued for this Bid (Bidder's failure to list all Addenda numbers issued shall be grounds for rejection of the Bid).

  
Name

Vice President  
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 11 day of July, 2011, by Steve Leone.

  
Notary Public

My Commission Expires:

10-1-11



TOWN OF GILBERT, ARIZONA

AUTHORIZED SIGNATURE FORM

Contract Name: Regional Pavement Maintenance of Arizona Inc.

WHEREAS, Stephen Leone, an Vice President corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Regional Pavement Maintenance that Stephen Leone  
(Corporate Name) of AZ Inc (Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- 1. The CONTRACT
- 2. The Bond
- 3. Payrolls
- 4. Claims
- 5. CHANGE ORDERS
- 6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this 11<sup>th</sup> day of July, 2011.

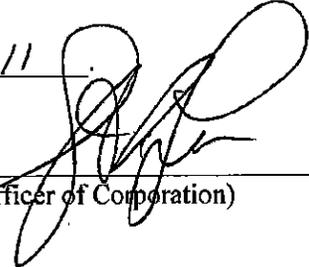
Stephen R. Leone VP all documents

[Signature] Vice President  
(Signature of Persons Authorized to Sign) (Title) (Document No.)

A.CERTIFICATE

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

I, Stephen Leone of the Regional Pavement Maintenance of corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by AZ Inc. the Board of Directors of said corporation, at a meeting of said Board held on March 26, 2004, and that the same is in full force and effect at this time.

DATED July 11, 2011  
  
(Officer of Corporation)

(Seal of Corporation)

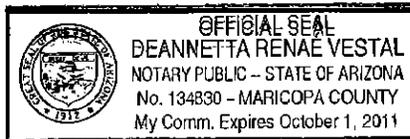
STATE OF Arizona )  
 ) ss.  
County of Maricopa )

This instrument was acknowledged before me this 11 day of July, 2011 by Stephen Leone, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

  
Notary Public

My Commission Expires:

10-1-11



# regional

pavement

maintenance



July 12, 2011

Town of Gilbert  
Full Depth Asphalt Patchwork and Miscellaneous Asphalt Repairs  
Bid #2012-4106-001  
1.16 Content:

## BRIEF DESCRIPTION OF THE BIDDER'S FIRM

### A. OFFICE LOCATION

2435 S. 6<sup>th</sup> Avenue  
Phoenix, AZ 85003

### B. LENGTH OF TIME IN BUSINESS

April 2004

### C. TOTAL NUMBER OF EMPLOYEES AND NUMBER OF LOCAL EMPLOYEES

36 ALL LOCAL EMPLOYEES

### D. NAMES OF PRINCIPALS, THEIR DISCIPLINES, AND ARIZONA REGISTRATION:

JOSEPH P. DIGIUGNO – PRESIDENT

STEPHEN R. LEONE – VICE PRESIDENT/SECRETARY/TREASURER

ARIZONA LICENSE:

195953 A-14

195952 A-15

262947 A-05

267126 K-A

### E. SERVICES PROVIDED BY THE FIRM:

OUR SERVICES IS FULL SERVICE ASPHALT, PAVING,  
MAINTENANCE, SLURRY SEAL, SEALCOATING, CRACKFILL,  
GRADING, PULVERIZING, MILLING

### F. EXPERIENCE IN PROVIDING SIMILAR SERVICES WITHIN THE LAST 3 YEARS.

SEE ATTACHED SHEET

480.963.3416 • Fax 480.963.3417

P.O. Box 3778 • Gilbert, Arizona 85299 • A14 ROC 195953; A15 195952

SEALCOATING • STRIPING • CRACKFILLING • PAVING • GRADING • PULVERIZING • MILLING • SLURRY SEAL

BIDDER: Regional Pavement ASPHALT PATCHING # 2012-4106-0011  
Maintenance of AZ Inc.

**BIDDER'S PROJECT REFERENCES**

All bidders shall list at least three (3) projects, if possible, similar in scope to this project that they have completed. Show references in the spaces provided below (or attach separate sheet):

JOB TITLE/  
DESCRIPTION:

CONTRACTING  
AGENCY:

CONTACT PERSON/  
PHONE NO.:

CADD Tech Dema Chris Moehr 602-502-6754  
Contract Admin Dysart Arita McHenry 623-876-7010  
Public Works City of Maricopa John Bemis 520-568-9098  
Public Works City of Scottsdale John Allen 480-440-0765  
Public Works Town of Buckeye Jose Heredia 623-694-6272  
Public Works City of Avondale Tony Ayala 623-333-4432

BIDDER: Regional Pavement Maintenance ASPHALT PATCHING # 2012-4106-0011  
**LIST OF SUBCONTRACTORS**

In accordance with the provisions of Section 108.2 of the "Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction", the bidder shall provide the information listed below regarding proposed subcontractors. Failure to provide complete and accurate information may disqualify the bid.

**SUBCONTRACTOR**

| <u>NAME AND ADDRESS:</u>                                     | <u>% OF TOTAL CONTRACT:</u> | <u>TYPE OF WORK:</u> |
|--|-----------------------------|----------------------|
| MIZE Guys Pmb 330<br>8711 E Pinnacle Peak Rd Scottsdale, AZ  | 1%                          | Saw Cutting          |
| TRG Barricades<br>8712 W Cordus Rd<br>Tolleson, AZ 85353     | 2%                          | Traffic Control      |
| Michael Moss Contracting<br>P.O. Box 629<br>Laveen, AZ 85339 | 4%                          | Utilities            |
|  |                             |                      |
|  |                             |                      |
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**ADDENDUM NO. 1 # 2012-4106-0011  
(Full Depth Asphalt Patching and Repair Services)**

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**1. Additional Bid Sheet added to Bidder's Proposal:**

- **Valve and Manhole Adjustments**

The Valve and Manhole Adjustments bid sheet will be used to derive unit pricing for these services should they be needed as part of the contracted work. The unit pricing provided by the bidder will **NOT BE** included as part of the bid calculation when determining low bidder.

**2. Current Bid Sheet (page 3 of 3) should have included the notation:**

- Unit prices bid shall include Traffic Control

INVITATION FOR BID # 2012-4106-0011 DOCUMENTS FOR:  
**FULL DEPTH ASPHALT PATCHWORK AND MISCELLANEOUS ASPHALT REPAIR  
SERVICES FOR THE TOWN OF GILBERT, ARIZONA**

Gilbert intends to purchase Full Depth Asphalt Patchwork and Miscellaneous Asphalt Repair services in compliance with these specifications.

**I. REQUIREMENTS FOR BIDDERS.**

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona: 85296, until 9:00 a.m., on Tuesday, July 12, 2011, at which time the names of the bidders will be opened and publicly read. Bid prices will not be read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available for download from [www.gilbertaz.gov/rfp](http://www.gilbertaz.gov/rfp) at no charge.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "Bid for Full Depth Asphalt Patchwork and Miscellaneous Asphalt Repairs Services - Office of the Town Clerk, Solicitation # 2012-4106-0011."

1.5 Pre-Bid Conference: A Pre-Bid Conference will be held at 10:30 a.m. on Tuesday, June 28, 2011, at the Public Works North Conference Room 102, located at 900 E. Juniper Ave. Gilbert, AZ 85234. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are highly advised to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. Gilbert will not be responsible to convey any clarifications to potential bidders who are not in attendance.

1.6 Gilbert's Right to Reject Bids: Gilbert reserves the right to reject any and all bids and to waive technicalities.

1.7 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.8 Bid Amendment or Withdrawal: A Bid may be withdrawn anytime before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review; subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Bids submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the bid that are submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bidder to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Gilbert may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Gilbert. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.13 Bidder Registration: Bidders shall register via the on-line Vendor Registration system at [www.https://procure.az.gov](https://procure.az.gov), in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Gilbert website at [www.gilbertaz.gov/rfp](http://www.gilbertaz.gov/rfp) no later than June 30, 2011.

1.14 Bid Bond: Each bid will be submitted on the Bid Bond Form included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Gilbert.

1.15 General Evaluation Standards:

1.15.1 In General. Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert wishes to obtain the most reliable and productive services. Gilbert will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered.

1.15.2 Clarifications. Gilbert reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.3 Waiver and Rejection Rights. Gilbert reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Bid Preparation:

1.16.1 Format. Bidders shall submit their Bid with an original and ONE copy and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 3 years

G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have work with your firm.

~~See attached form to be included in Bid packet.~~

References:

Please provide at least three (3) references. **See attached form to be included with Bid documents.**

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: he Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

## II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract commences upon execution by both parties and continues through June 30, 2012. The Contract may be renewed for up to four (4) additional one-year terms upon mutual agreement of the parties. Prices bid for the FY 2011-2012 Contract shall remain in effect through the Contract term. Gilbert will review fully documented requests for price increase per line item for any renewal term, up to 3% annually. Any request for price increase must be submitted at least 60 days prior to the start of each fiscal year (July 1). The Gilbert Public Works Department Director has authority to approve any subsequent renewal after the Original Term, including changes in the scope of work, provided that: (1) the Contract amount does not exceed \$50,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Contract, not to exceed a 3% price increase annually.

### 2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

**The Contract amount shall not exceed \$250,000.00 for Fiscal Year 2011-2012.**

~~2.2.2 Form. Bond forms to be executed are included with the Contract Documents.~~  
Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Cooperative Use of Contract In addition to the Town of Gilbert and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities maybe found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

### III. SPECIFIC SCOPE OF WORK

#### 3.1 Specifications.

All work done under this contract shall be accomplished in accordance with the Maricopa Association of Governments Standard Specifications and Standard Detail for Public Works Construction and the Town of Gilbert Supplement thereto except as modified in these Special Provisions.

In the event of any conflict between these Project Specifications and the requirements of the above referenced specifications, codes and regulations, these Project Specifications shall prevail. All bids to receive considerations shall be made in accordance with the General Conditions of the Standard Specifications as set forth hereinafter.

### 3.2 Irregular Bids.

Proposals may be considered irregular and may be rejected if any of the unit prices quoted in the bidding schedule are unbalanced, either above or below the amount of a reasonable bid price to the potential detriment of the Town.

### 3.3 Contractor's Construction Schedule.

Within ten (10) days after execution of the contract, the Contractor shall furnish the Town Street Department with a proposed Construction Schedule, indicating dates of commencement and completion of all major activities required in the contract. During construction, the Contractor shall maintain and revise the construction schedule to reflect changes or conditions encountered in the construction work. The Town in its sole discretion shall approve the construction schedule and any proposed changes thereto.

### 3.4 Contractor's Representative.

The Contractor shall at all times be present at the work in person or represented by a foreman or other properly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

### 3.5 Relocation of Utilities.

Except as otherwise provided in the plans or project specifications, all utilities in conflict with the new work will be relocated by the owner thereof. The Street Superintendent will decide if relocation is required and will notify the owner of the utility if needed.

### 3.6 Miscellaneous Removal and Relocations.

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the plans and specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items require temporary removal and reinstallation such as mailbox stands, sign posts, survey monument frames and covers, etc., and are included in this category.

### 3.7 Excess Materials.

Excess or unsuitable material, broken asphaltic concrete and broken Portland cement concrete shall be disposed of by the Contractor. The Contractor shall, prior to commencement of the work, submit a letter to the Town Representative stating the location of disposal site(s) for all excess material and certifying that he has obtained the property owner's permission for the disposal of all surplus material.

### 3.8 Clean-up

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item. Contractor shall restore any damaged Town property or private property to its original conditions as determined by the Town.

### 2.9 Approximate Quantities.

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated, as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the Town of Gilbert will not be held responsible if any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done.

If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in the Contract.

### 3.10 Miscellaneous Work and Allowances.

The following items will be included in the work with no direct payment allowed. Payment shall be included in the bid amount and payment for other items for which direct payment is made.

1. Contractor's expenses for but not limited to mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.

2. Cleanup including day to day cleanup, and restoration of any damaged property.
  3. Notification to residents adjacent to this project prior to start of construction, which would affect them.
  4. Water required for compaction or dust control.
- 
5. Miscellaneous removals and relocations not otherwise specified in the Technical Provisions.
  6. Removal of trees twelve inches (12") or less in diameter.
  7. Trimming of trees and bushes.
  8. Replacement of plant material and repair of irrigation equipment to meet or exceed conditions existing prior to Contractor beginning work.

#### 3.11 Supervision by Contractor.

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

#### 3.12 Protection of Finished or Partially Finished Work.

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until that phase is completed and accepted by the Town's Street Department. Estimate or partial payment of work so completed shall not release the Contractor from such responsibility but he shall turn over the entire work in full accordance with these specifications before final payment can be made.

#### 3.13 Quality Control.

All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Contract Documents; and it shall be the duty of the Contractor to call the Street Superintendent's attention to apparent errors or omissions and request instruction before proceeding with the work.

The Street Superintendent may, by appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original contract documents.

At the option of the Street Superintendent, materials to be supplied under this Contract will be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the Street Superintendent written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude re-testing or re-inspection at the site of the work.

#### 3.14 Change Orders.

In the event that significant changes in the scope of the work, and/or changes in the quantities due to contingencies of construction becomes necessary, such changes shall be made in accordance with Section 104 of General Conditions in the MAG Uniform Standard Specifications.

#### 3.15 Notification of Property Owners.

All property owners that may be affected by the proposed construction activities shall be notified of scope and duration of the construction activities by the Contractor prior to start of construction. Written notice will be given 48-72 hours in advance.

#### 3.16 Access.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

#### 3.17 Measurement and Payment.

Payment for various items in the bid will be made at the unit price bid per square yard for asphalt patchwork & per unit, for any utility or survey monument adjustments, and shall be compensation in full for furnishing all materials, labor, tools, traffic control devices, equipment and appurtenances necessary to complete the work in a satisfactory manner as specified. Quantities are approximate and are used solely for the purpose of comparing proposals and establishing unit prices.

### 3.18 Phone Numbers

|  |                 |              |
|--|-----------------|--------------|
| Town of Gilbert Pavement Maint. Field Supervisor | Kory Parker     | 480-503-6478 |
| Town of Gilbert Pavement Maintenance Specialist  | Ryan Blair      | 480-503-6451 |
| Town of Gilbert Street Manager                   | Curtis Yardley  | 480-503-6428 |
| Town of Gilbert Traffic Technician               | Sergio Figueroa | 480-503-6780 |

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### 3.19 Traffic Control

Traffic control shall be done by the Contractor in accordance with December 2009 PDF file edition of the Manual of Uniform Traffic Control Devices (MUTCD). Traffic control plans shall be submitted to the Senior Traffic Technician for approval.

The Contractor shall submit a Traffic Control Plan and Phasing Plan for review at the pre-construction meeting. The Traffic Control Plan(s) shall address all anticipated phases of construction. Included in this plan will be a list of all roads that service schools. All Traffic Control Plans shall be computer generated. Construction shall not commence without an approved Traffic Control Plan and permits to work in the rights-of-way.

All flaggers shall be properly trained and certified prior to their assignment on the project by the following acceptable certification sources: International Municipal Signal Association (IMSA), American Traffic Safety Services Association (ATSSA), and Local Technical Assistance Program (LTAP). Proof of certification shall be submitted with the Traffic Control Plan.

A uniformed, off-duty, Town of Gilbert Law Enforcement Officer is required at all major intersections and at other locations where restrictions are present, pursuant to Section 10-5 of the Gilbert Municipal Code.

### 3.20 Payment for Off-Duty Officers

Payment for uniformed, off-duty, Town of Gilbert Law Enforcement Officers, will be based on approved time sheets, or invoices. The payment will be for all actual hours that the Contractor provided a uniformed, off-duty, Town of Gilbert Law Enforcement Officer for traffic control purposes at the request and with the approval of the Town. Expenses, eligible for reimbursement, are labor costs, supported by approved time sheets or invoices and documented expenses such as taxes or bond costs charged to Contractor in connection with the uniformed, off-duty, Town of Gilbert Law Enforcement Officer assignment. No additional mark-up for profit and/or fee for Contractor will be eligible for reimbursement.

### 3.21 Temporary Barricades

Temporary barricades shall be regulated in accordance with the December 2009 PDF file edition of the Manual of Uniform Traffic Control Devices (MUTCD). No additional payments will be

made for temporary barricades, but it will be considered a subsidiary item to those items for which payment is made.

### 3.22 Access.

At a minimum, local access to business, residences, schools, and parks shall be maintained at all times for local and emergency traffic. ~~If only one driveway exists for access, then construction shall only impede one half of the driveway at a time.~~ Access for refuse service shall be maintained at all alleys and commercial driveways.

### 3.23 Location and Schedule

The work in this contract is primarily on arterial, collector and residential streets in the Town of Gilbert. Contractor shall provide the work requested by the Town. The amount of work planned for **FY 2011-2012 is estimated not to exceed \$250,000.00**

Some weekend and evening work may be required due to heavy daytime traffic. Work shall commence upon issuance of the Notice to Proceed which will be issued after Contract has been awarded, signed by all parties and the required documents have been received by the Town from the contractor.

Locations for work will be provided by the Town. Patchwork shall be as required and actual square yards, may be more or less than indicated. Additional work may be required at select locations on residential streets. These locations will be provided by the Pavement Maintenance Specialist and scheduled with the Contractor. **The Town of Gilbert reserves the right to increase or decrease the scope of work without an adjustment in unit price.**

### 3.24 Contract Extension.

The initial contract term will commence upon Contract award, provided all conditions of award are met, and continue through June 30, 2012. This is an annual maintenance contract and may be extended for up to four (4) additional one (1) year terms on a fiscal year basis as provided for in Paragraph 1.5 of the Contract.

The prices bid shall be maintained for any extension period unless the Contractor can demonstrate, to the satisfaction of the Town that the cost of his materials or service has increased.

### 3.25 Technical Specifications.

#### (1) Full Depth Asphalt Patching

##### a. Valve and Manhole Adjustments

During the course of this agreement, the contractor may be requested to adjust valves, manholes and survey markers. These items will be adjusted per the most recent published version of M.A.G. Standards and Details. Payment for these items will be based on the actual number completed and per the unit price for valve adjustment, sewer cleanout adjustment, manhole adjustment, and survey marker adjustment bid items listed in the bid schedule. No additional compensation will be made for the satisfactory completion of these items. Any damage caused to these facilities during removal and replacement operation, will be the responsibility of the contractor and we will require repair of damaged facility at no additional cost to the Town of Gilbert.

b. Quality Assurance

The Town of Gilbert reserves the right to conduct in place density testing on newly placed asphalt. Any area that does not meet the minimum density requirements for the mix design being used, will be re-compacted or removed and replaced if required compaction is no longer attainable due to material cooling below a workable temperature. Cost for initial testing will be the responsibility of the Town of Gilbert Any cost associated with re-testing re-worked areas will be charged to the contractor at a rate of \$100.00 per test. Re-heating of the asphalt with an open flame heater shall not be allowed. **Any asphalt areas re-heated with open flames shall be removed and replaced by the contractor at no additional cost to the Town of Gilbert.**

c. Weather

Asphalt Concrete shall be placed only when the surface is dry , and when the atmospheric temperature is 50 degrees F. or above. No asphalt concrete shall be placed when the weather is foggy or rainy, or when the base on which the material is to be placed contains moisture in excess of the optimum

(2) **Equipment, Removal, Patchwork, Application of Material and Rolling**

a. Equipment

Removal of asphalt material will be accomplished using conventional saw cut / removal or by a self-propelled pavement profiling-machine with a minimum drum width of forty-eight (48") inches.

For larger patchwork, placement of asphalt material will be accomplished using a self-propelled paving machine. (See Section 2.25(2)(c) below.)

Asphalt compaction will be accomplished using a self-propelled double drum vibratory asphalt roller with a minimum operating weight of three (3) tons.

b. Removal

The Town of Gilbert inspector will determine the limits of patching required. Removal of the asphalt can be accomplished by either conventional saw cut /removal (preferred option) or by milling/removal. This will be left to contractor's discretion. Removal of asphalt will be full depth down to the sub-grade. Saw cut or milling will be incidental to work and cost will be included in the remove & replace bid item.

c. Patchwork

All asphalt patchwork (conventional remove and replace or mill and replace) shall be completed on the day started unless an extension of time is pre approved by the project inspector. Any areas not completed shall be temporarily filled and compacted with asphalt cold mix or steel plated (plates countersunk) and all materials and labor needed for temporary patching shall be the responsibility of the contractor.

Asphalt patchwork will vary in sizes ranging from four (4) feet x four (4) feet minimum to as large as, but not limited to, twenty (20) feet x two hundred (200) feet. All patches larger than seven (7) feet in width and fifty (50) feet in length shall require the use of a small self-propelled paving machine to insure the smoothest riding surface possible. The contractor will typically be called out to sites with more than 100 square yards of removal and replacement type work.

The contractor will be required to saw-cut or mill all areas marked for removal prior to patching. All saw cuts must be straight, clean and parallel to gutter-line and/or striping. All debris or mud caused by the saw-cutting procedure shall be thoroughly swept or vacuumed prior to opening to traffic.

All saw cutting on arterial streets where barricading is not utilized, the contractor shall supply a type B arrow board or equivalent traffic control per the most recent version of the MUTCD. This type barricading shall be included in the remove and replace bid price.

All transverse edges on milled patches shall be trimmed to ensure a straight edge. All saw cut or milled edges within the patch area must receive a tack coat prior to placement of new material. Tack material for edge tacking and aggregate base course (ABC) for fill-in, if needed, will be incidental to work and cost will be included in patchwork bid items. Placement and compaction of patch material will be accomplished in a minimum of two (2) equal lifts for patches up to 6" in thickness. For patches greater than 6", the maximum lift thickness will be restricted to 3". For all other patchwork under 6", depth will be determined by Town inspector.

All patchwork shall be of the highest industry standard. The finished surface of the patch will be flush with the adjoining pavement on all edges. Any newly installed patch that is not

acceptable to the Town of Gilbert inspector will be removed and replaced to meet acceptable standards. Any additional cost incurred for re-work will be the responsibility of the contractor.

Asphalt compaction on removal / replacement projects will be accomplished using a self-propelled double drum steel wheeled vibratory asphalt roller with a minimum operating weight of three (3) tons or per MAG specifications on larger projects. Use of any other compaction equipment will not be allowed unless approved by the Town of Gilbert inspector. Sub-grade preparation and compaction shall be in accordance with M.A.G standards and specifications.

d. Application of Material.

Prior to placement of asphalt concrete, a tack coat will be applied to the base and all edges. Residential streets will require R-12.5mm AC mix design material. Collector streets will require R-19mm AC mix design material. Arterial streets will require A-19mm AC mix design material. The hot mix asphalt concrete shall be applied at a temperature sufficient to achieve a uniform surface appearance.

e. Rolling.

Rolling of the asphalt patch shall consist of passes with a steel double drum vibratory asphalt roller of minimum weight of three (3) tons. A pass is defined as one forward plus one reverse movement. Roller(s) shall be well maintained, in reliable operating condition and be equipped with a function watering system and scrapers to prevent adhesion of fresh mix to the drums. Excessive rolling of patch, to the extent of aggregate breakage shall not be allowed.

3.26 Insurance.

Contractor shall purchase and maintain all insurance required by the contract attached to these Contract Documents.

3.27 Payment.

Payment will be made on a monthly basis within thirty days after receipt of an itemized invoice from the Contractor, in the amount as specified in the bid, plus any amounts authorized by change order. Invoices shall not be submitted prior to completion of the work for that month.

3.28 Default.

Town may terminate the Contract for any of the following reasons:

3.28.1 Failure to perform the work set forth in the Scope of Work.

3.28.2 Failure to maintain insurance coverage required by the Contract.

**3.28.3 Failure to maintain the Bidder qualifications set forth in the contract documents.**

**Upon default by Contractor, Town may immediately terminate the Contract, or at the Town's sole option, Town may suspend the Contract until Contractor comes into compliance with the requirements of the Contract.**

---

**EXHIBIT B**  
**CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS**

KEY PERSONNEL:

Stephen Leone VP  
Joseph DiGiugno President  
Luis Queda Project Coordinator  
Carlos Ortiz Supervisor  
Doug Rote Transporter  
Reyes Nevarez Laborer  
Sergio Hernandez Laborer  
Javier Ortiz Laborer

SUBCONTRACTORS:

Mize Guys  
TRG Barricades  
Michael Moss Contracting

**EXHIBIT C  
SCHEDULE OF SERVICES**

**TO BE SUBMITTED WITHIN 10 DAYS OF AWARD**

---

**EXHIBIT D  
CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

Distribution: GILBERT   
CONTRACTOR   
OTHER

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: Town of Gilbert  
CONTRACTOR:  
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.  
Signature of Contractor indicates acceptance.

The original compensation was \_\_\_\_\_

Net change by previously authorized Change Orders \_\_\_\_\_

The compensation prior to this Change Order was \_\_\_\_\_

The compensation will be increased by this Change Order in the amount of \_\_\_\_\_

The new compensation under the Agreement including this Change Order will be \_\_\_\_\_

The Contract Time will increase by \_\_\_\_\_

\_\_\_\_ ACCEPTANCE STATUS:

\_\_\_\_\_  
Contractor Town of Gilbert

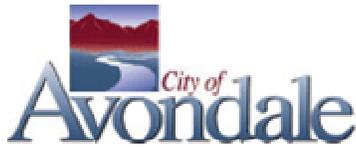
By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

[Work Orders]

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



# CITY COUNCIL REPORT

**SUBJECT:**  
Contract Award - H2O Environmental

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Wayne Janis, P.E., Public Works Director (623) 333-4444  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a contract to H2O Environmental for the purpose of removal and disposal of sludge from the Northside Arsenic Treatment Facility for an amount not to exceed \$55,290.00 annually, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

When the Northside Arsenic Facility is in service, backwashing of the filters occurs based on either the filter runtime or differential pressures. The solid materials from that process are then run through a plate settler which in turn thickens those solids to a semi-liquid sludge. As the sludge holding tank gets full periodically, this non-hazardous sludge needs to be removed from the site and disposed of at an approved landfill.

**DISCUSSION:**

On an annual basis, the arsenic treatment process produces a maximum of 300,000 gallons of semi-liquid sludge. Since the non-hazardous sludge will be hauled to a landfill, and since there was no contract in place with a vendor to provide this service, it was determined by the water production staff to competitively bid the removal and disposal of sludge from the Northside Arsenic treatment facility.

The bid announcement for the Sludge Removal Services from the City of Avondale Northside Arsenic Treatment Facility was advertised in the West Valley View, on November 8, 2011 and November 15, 2011. Invitation for bids was also posted in the Arizona Business Gazette on November 10, 2011. The bid opening was held on December 1, 2011. The following bidders supplied a quote:

| VENDOR                | TOTAL ANNUAL COST               |
|-----------------------|---------------------------------|
| H2O Environmental     | \$55,290.00                     |
| MP Environmental      | \$83,400.00                     |
| Synagro               | Submitted Statement "NO BID"    |
| Salt River Extraction | Disqualified for Non-Compliance |
| CTI                   | Disqualified for Non-Compliance |

The Water Resources Department has contacted Chevron Pipeline, Thoroughbred Management and Tucson Electric Power as references on the function and operations of H2O Environmental. Both Chevron Pipeline and Thoroughbred Management were pleased with their service and made high

recommendations for the City of Avondale to pursue the services of H2O Environmental in this removal and disposal capacity.

**BUDGETARY IMPACT:**

The funding for the services to be provided under this contract will be available in the Water Production budget: 501-9122-00-6180

**RECOMMENDATION:**

Staff recommends that the City Council award a contract to H2O Environmental for the purpose of removal and disposal of sludge from the Northside Arsenic Treatment Facility for an amount not to exceed \$55,290.00 annually, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

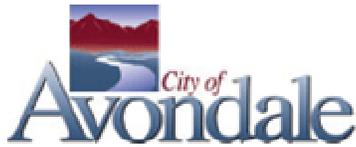
 [Bid Tabulation Sheet](#)

City of Avondale  
 Sludge Removal Services  
 PW 12-034  
 Bid Deadline: December 1, 2011

| Item                   | Description  | Hauls | H2O Environmental                         |                | MP Environmental           |                | Synagro                         |                | Salt River Extraction      |                | Cti                 |                |
|------------------------|--|-------|---|----------------|----------------------------|----------------|---------------------------------|----------------|----------------------------|----------------|---------------------|----------------|
|                        |  |       | Unit Price                                | Extended Price | Unit Price                 | Extended Price | Unit Price                      | Extended Price | Unit Price                 | Extended Price | Unit Price          | Extended Price |
| 1                      | Sludge Removal<br>Transport and Disposal<br>Services | 60    | \$915.00                                  | \$54,900.00    | \$1,240.00                 | \$74,400.00    |                                 | \$0.00         | \$810.00                   | \$48,600.00    | \$36.00             | \$43,200.00    |
| 2                      | Additional Costs:                                    |       |   |                |                            |                |                                 |                |                            |                |                     |                |
| a.                     | Fuel Surcharge                                       | 60    | \$35.00                                   | \$2,100.00     | \$110.00                   | \$6,600.00     |                                 | \$0.00         | \$32.40                    | \$1,944.00     | 30%                 | \$ 6,660.00    |
| b.                     | Payment Discounts                                    | 3%    | Net 10 days                               | -\$1,710.00    | N/A                        | \$0.00         | N/A                             | \$0.00         | N/A                        | N/A            | N/A                 | N/A            |
| c.                     | Yearly Analytical/<br>Processing Fee                 | 1     | N/A                                       | 0              |                            | \$400.00       | N/A                             | 0              | 475                        | \$475.00       | N/A                 | N/A            |
|                        | Transportation Fee                                   | 60    | N/A                                       | 0              | N/A                        | 0              | N/A                             | 0              | N/A                        | \$0.00         | 370                 | \$ 22,200.00   |
|                        | Performance Bond                                     | 1     | N/A                                       | 0              |                            | \$2,000.00     | N/A                             | 0              | N/A                        | 0              | N/A                 | \$ -           |
| <b>Total Bid</b>       |  |       | <b>\$55,290.00</b>                        |                | <b>\$83,400.00</b>         |                | <b>N/A</b>                      |                | <b>\$51,019.00</b>         |                | <b>\$72,060.00</b>  |                |
|                        | Landfill Specified                                   |       | Waste Management,<br>Butterfield Landfill |                | Waste Management/ Republic |                | N/A                             |                | Butterfield or NW Regional |                | South West Regional |                |
| Submittal Requirements |  |       |   |                |                            |                |                                 |                |                            |                |                     |                |
|                        | Sealed Bid-Labeled                                   |       | Yes                                       |                | Yes                        |                | Yes                             |                | No*                        |                | No*                 |                |
|                        | Complete Copy of IFB                                 |       | Yes                                       |                | Yes                        |                | Submitted Statement<br>"NO BID" |                | Yes                        |                | Yes                 |                |
|                        | Signed Offer Sheet                                   |       | Yes                                       |                | Yes                        |                | N/a                             |                | Yes                        |                | Yes                 |                |
|                        | Licenses   |       | Yes                                       |                | Yes                        |                | N/A                             |                | Yes                        |                | Yes                 |                |
|                        | Complete References                                  |       | Yes                                       |                | Yes                        |                | N/A                             |                | Yes                        |                | Yes                 |                |

Lowest Responsive Bidder

\*Disqualified for non-compliance



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Waxie's Enterprise, Inc.

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a piggy back agreement off of the City of Tucson contract with Waxie's Enterprise, Inc. to provide Janitorial products and supplies for city departments in a maximum aggregate amount of \$140,000 over the life of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale wishes to establish a contract with Waxie Sanitary Supply for the purchase and delivery of janitorial supplies for the Public Works; Fire; and the Parks, Recreation and Libraries Departments. Based upon past expenditures by departments for janitorial supplies, city departments have budgeted a combined total of \$35,000 annually for these services.

**DISCUSSION:**

Staff evaluated the City of Tucson cooperative contract # 100489-01 for janitorial supplies with Waxie Sanitary Supply and determined that this contract fully meets the city wide janitorial supplies requirements. Supply orders are placed online and typically arrive within one to two business days. The term of the contract shall be a one (1) year period with three (3) one year extension options.

**BUDGETARY IMPACT:**

The expenditure for Janitorial supplies has been planned and budgeted by each department in their respective operating budget line items as follows:

Water Resources \$6,000

\$3,000 501-9122-00-7490 (Production)

\$3,000 503-9230-00-7060 (WWTP / WRF)

Fire \$6,500

\$6,500 101-6330-00-7060 (Janitorial Supplies)

Safety Risk \$600

\$600 101-5100-00-7990 (Administration)

PRLD \$21,900

\$10,950 101-5420-00-7060 (Facilities)

\$10,950 101-5220-00-7060 (Parks)

**RECOMMENDATION:**

Staff recommends that the City Council approve a piggy back agreement off of the City of Tucson contract with Waxie's Enterprise, Inc. to provide Janitorial products and supplies for city departments in a maximum aggregate amount of \$140,000 over the life of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WAXIE'S ENTERPRISE, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 9, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Waxie's Enterprise, Inc., an Arizona corporation, d/b/a Waxie Sanitary Supply (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Tucson ("Tucson") entered into Contract No. 100489-01 (the "Tucson Contract") for the Vendor to provide janitorial supplies and equipment. A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

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

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Tucson Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with janitorial supplies and equipment, as more particularly set forth in Section 2 below (the "Materials") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 1, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Tucson Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three 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 Tucson Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the 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 Tucson Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the 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 Vendor, 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.

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

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

2.2 Cancellation. The City reserves the right to cancel any Materials Order(s) within a reasonable period of time after issuance. Should a Materials Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The City will not reimburse the Vendor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Materials Order, etc.

3. Compensation. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$35,000.00 for Materials at the unit rates as set forth in the Tucson Contract. The maximum aggregate amount for this Agreement shall not exceed \$140,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) document and itemize all Materials delivered and accepted 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 Tucson Contract will be subject to rejection and may be returned.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

6. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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.

8. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Materials Orders, invoices and the Tucson Contract, 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 State 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 Materials Order or invoice containing any such Unauthorized Conditions or failure to

demand full compliance with the terms or conditions set forth in this Agreement or under the Tucson Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the State Contract, or by law, or the City's acceptance of and payment for Materials shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the Tucson Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

10. Indemnification; Insurance. To the extent provided under the Tucson Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Tucson, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor 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 Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[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

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WAXIE'S ENTERPRISE, INC.

[Tucson Contract]

# the savings are clear.

**Our cooperative  
purchasing  
agreement  
with National IPA  
will save you time,  
resources, & money!**

**WAXIE**   
SANITARY SUPPLY





## CONTENTS

- Contract Introduction
- Contract Highlights
- Network Services Affiliation
- City of Tucson Letter
- Contract Standard Terms & Conditions
- Contract Special Terms & Conditions
- National IPA Participation Webpage Sample:

<http://nationalipa.org/participate.html>

***Waxie Regional Inventory Center ~ 4136 E. McDowell Road ~ Mesa ~ Arizona~85215***

***(800) 292-9437 ~ (480) 333-1000 ~ FAX (480) 968-1539***

***Waxie Inventory Center ~ 355 S. Euclid Avenue ~ Tucson ~ Arizona~85719***

***(800) 329-9699 ~ (520) 629-9699 ~ FAX (520) 629-9499***



# CITY OF TUCSON S.A.V.E. CONTRACT

## #100489-01



3% Discount on Orders  
Over \$1500 (pretax)



Large Selection  
of EPA Compliant  
Paper Products,  
Plastic Can Liners,  
& *Green Seal Products*



5% Discount on Orders  
Over \$2500 (pretax)



Account Based  
Reporting  
Of All Savings  
Acquired Through  
Various Discounts

---

## 1600 Core Contract Items Over 3800 Total

- Dilution Control Chemicals
- Hard Floor & Carpet Care
- Interior & Exterior Waste Receptacles
- Plastic Can Liners
- Dusting Products & Polishes
- Industrial Degreasers, Lubricants, Adhesives, etc.
- Metal Polishes
- Insecticides, Personal Insect Repellants
- Restroom Care Products
- Hand Soaps & Sanitizers
- Disinfectants
- Paper Towels, Toilet Tissue, Facial Tissue, Seat Covers & Dispensers
- Industrial Wipers & Rags
- Window Cleaners & Equipment
- Safety Supplies, Gloves, Ear & Eye Protection and Signs

### Cleaning Equipment:

Autoscrubbers, Vacuums, Floor Machines, Burnishers, Carpet Extractors, Pressure Washers, Floor Finishing Systems, Sweepers, Floor Fans, and Blowers

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The City of Tucson/National IPA is a Network Services managed contract serviced by  
Waxie Sanitary Supply

To participate in the

National Intergovernmental Purchasing Alliance visit:

[www.nationalipa.org/participate](http://www.nationalipa.org/participate)

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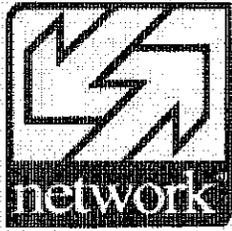
Please contact us if you have any questions regarding the contract or pricing at:

**WAXIE** Sanitary Supply  
4136 E. McDowell Road  
Mesa, AZ 85215  
800-292-9437  
Fax: 480-968-1539

**WAXIE** Sanitary Supply  
355 S. Euclid Avenue #105  
Tucson, AZ 85719-6654  
800-329-9699  
Fax: 520-629-9499

Michael Muscara  
Corporate Accounts Director  
City of Tucson S.A.V.E. Contract  
[mmuscara@waxie.com](mailto:mmuscara@waxie.com)  
480-213-1709

City of Tucson  
Lloyd B. Windle II, C.P.M.  
Senior Contract Officer  
225 W. Alameda  
Tucson, AZ 85726  
520-837-4105



## JANITORIAL AND SANITATION SUPPLIES

Competitively Solicited and Awarded by:  
CITY OF TUCSON, AZ

---

### Contract Highlights:

Network Services is a member-owned organization of more than 75 best-in-class member distributors. This agreement offers all your janitorial and sanitation needs on one contract, with the added benefit of distribution and service by a local community-based distributor.

- Contract Term: August 2, 2010 - August 1, 2015
- Deep discounts for all product categories and with industry-leading name-brand suppliers such as:



- Custom Product List (minimum 100 items) available for participating agencies
- Large volume discounts available
- Network Services and member distributors are recognized leaders in the janitorial supply business
- Community-based member distribution companies provide local service
- Sustainable Supply Chain Management and Green Partner Support Program (GPS)
- On-site or online training and education



October 3, 2011

RE: National IPA Contract #100489-01

To Whom It May Concern:

Please be notified that WAXIE Sanitary Supply is a Member Distributor in good standing since 1994 of NETWORK® headquartered in Schaumburg, IL.

WAXIE Sanitary Supply is the NETWORK distributor in the State of Arizona for the National IPA Contract #100489-01. Please see contract information below:

**National IPA Contract Information**

WAXIE Sanitary Supply as a member of Network Services offers eligible customers access to the Janitorial Supplies and Equipment Contract between the City of Tucson and Network Services Inc.

**Janitorial and Sanitation Supplies**

**Awarded by City of Tucson, AZ (Contract #100489)**

Awarded to: Network Services Company

Local Supplier: WAXIE Sanitary Supply

This contract is a catalog wide agreement offering a core product list of approximately 800 of the most frequently ordered Janitorial and Sanitation Supplies items, which are available nationally and offered at substantially reduced prices. In addition, the contract offers Custom Product Lists so that the City of Tucson and participating public agencies can create an offering that is unique to their facility or institution.

If you require further information or clarification please do not hesitate to contact me at [mmurphy@nsconline.com](mailto:mmurphy@nsconline.com) or at 224-361-2147.

Respectfully,

Michael T. Murphy  
Vice President Business Development

MTM/tlh

C: Eric Frei, WAXIE Sanitary Supply

NETWORK SERVICES COMPANY

1100 WOODFIELD RD., SUITE 200 ■ SCHAUMBURG, IL 60173 ■ 847.803.4888 ■ FAX: 847.803.0482  
<http://www.nsonline.com>

THE NATIONAL DISTRIBUTION COMPANY



## **Janitorial & Sanitation Supplies Agreement**

Agencies throughout the country continue to experience the challenges of resource constraints and operational stress related to the current state of the U.S. economy. The City of Tucson, in conjunction with our agency partners, are continuously pursuing opportunities for efficiencies in our contracting processes while not losing sight of the absolute requirement for an effective end result that generates value for agencies across the country.

The City of Tucson awarded a single source, multi-year, competitively solicited cooperative contract for Janitorial & Sanitation Supplies to Network Services and their member distributors nationwide. As a member distributor of Network Services, Waxie Sanitary Supply is the local provider for Arizona under the contract. This contract is available for cooperative purchasing (known by some as "piggybacking") by government agencies. Supporting documentation of the award may be reviewed at [www.nationalipa.org/network\\_services.html](http://www.nationalipa.org/network_services.html).

We are aware that many of you are currently or will soon be faced with making a decision on where to align your janitorial supply spend. There are many options available. We believe the City of Tucson contract, which was awarded through an open, competitive process performed by an Arizona political subdivision, is a contract that provides tremendous value. As such, we welcome you to consider utilizing this contract to meet your janitorial products needs.

Should you have interest in this contract, we are more than happy to assist you with any information you may need. For assistance from the City of Tucson, please contact Lloyd B. Windle II, C.P.M., Principal Contract Officer, at 520.837.4105. You may also contact National IPA and speak with Wayne A. Casper, Group Director, at 714-722-4822.

Thank you for your consideration and my very best to you and your agency.

Regards,

Marcheta E. Gillespie, CPPO, CPPB, C.P.M., CPM  
Deputy Director of Procurement

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal except where exceptions are noted. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** NSC agrees to indemnify and hold harmless Purchaser and its affiliates, officers, directors, employees, clients and agents from any and all third party claims, damages, liabilities and costs, losses and expenses (including reasonable attorney's fees and disbursements) which Purchaser or any of the said persons shall suffer or incur as a result of or attributable to (i) any and all claims, damages, liabilities, costs, losses and expenses (including reasonable attorneys' fees and disbursements) arising out of NSC's breach of its representations, warranties, obligations or covenants set forth in this Agreement or (ii) NSC's failure to comply with the terms of this Agreement, provided, however, any such indemnification shall exclude any such losses and expenses caused by the act, omission, breach or gross negligence of Purchaser.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.
- The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.
- The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.
- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** ALL PRODUCTS AND/OR CUSTOM PRODUCTS PROVIDED TO PURCHASER OR ANY PURCHASER COMPANY UNDER THIS AGREEMENT BY NSC OR ANY BUSINESS UNIT IS PROVIDED "AS IS," AND NSC MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY PRODUCTS AND/OR CUSTOM PRODUCTS. NOTWITHSTANDING THE FOREGOING, NSC SHALL PASS THROUGH TO PURCHASER ALL WARRANTIES AND INDEMNIFICATIONS, IF ANY (IF ANY NADTO THE EXTENT NSC REMAINS PROTECTED THEREUNDER), THAT NSC RECEIVES FROM THE MANUCATURERS OF THE PRODUCTS AND/OR CUSTOME PRODUCTS.

## SPECIAL TERMS AND CONDITIONS

- 1. COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement is eligible to participate in any subsequent Contract. See [www.tucsonprocurement.com](http://www.tucsonprocurement.com) and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of Participating Public Agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Maintenance, Repair & Operation Supplies made pursuant to this solicitation and is hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

**Cities, Towns, Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON

CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION

**Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY, SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOW A COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SC'HOOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8

DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Network can provide prepaid freight, subject to a minimum order of \$400 within Network's no-freight charged geography. Orders below \$400 will incur a \$40 service fee. Network Services has the ability to deliver products and services to 95% of the United States' population freight free. Freight may be charged for locations outside of Network's delivery area which are only in remote rural areas. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the
  
9. **INSURANCE:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor of the intent to issue a Contract award. The successful Contractor must at that time submit an original copy of the Certificate of Insurance, for public liability insurance of \$1,000,000 (combined single limit) for bodily injuries, and \$100,000 for property damage. CERTIFICATE SHALL SHOW THE CITY OF TUCSON AS AN ADDITIONAL INSURED. The coverages shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Contractor obligations.

To participate in the National Intergovernmental Purchasing Alliance, simply fill out the form below and click "Submit My Agency Participation Form Now!" A National IPA representative will contact you to discuss participation and agreement information.

To learn more about National IPA or to have a representative contact you, email us at [info@nationalipa.org](mailto:info@nationalipa.org)

Fields marked with \* are required

**Contact Information:**

**First Name\*:**

**Last Name\*:**

**Suffix:**

**Title\*:**

**Department\*:**

**Email\*:**

**Phone\*:**  **Ext:**

**Address\*:**

**City\*:**

**State\*:**   **Zip\*:**

**Form Completed By\*:**

**First Name:**

**Last Name:**

**Title:**

**Phone:**  **Ext:**

**Email:**

**Agency Information:**

**Name of Agency\*:**

**EIN/TIN:**

(Example: 12-3456789. If unknown, leave blank)

**Agency Type\*:**

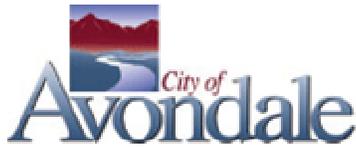
[Submit My Agency Participation Form Now!](#)

By submitting the Participation Form, you agree to the [Terms of Participation](#) for the National Intergovernmental Purchasing Alliance.

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
WAXIE ENTERPRISE INC.

[Materials Orders]

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



# CITY COUNCIL REPORT

**SUBJECT:**

Second Amendment to Financial Assistance Agreement - Care1st Health Plan Arizona, Inc.

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood & Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the second amendment to the agreement with Care1st Health Plan Arizona to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In 2008, the City entered into an agreement with Care1st Health Plan AZ to operate a resource center under its financial sponsorship. The former Old Town Library building was available and with relatively minor renovations was converted into a resource and housing center. The Care1st Avondale Resource and Housing Center serves as an incubator for non-profit agencies, which are established in other parts of the Valley, to provide their services to residents of Avondale and the Southwest Valley. The annex to this building was converted to a community meeting room which can seat up to 80 persons and has audio-video equipment available for community use.

With continued funding from Care1st, Avondale staff will continue to identify needed human and housing services and continue to recruit agencies which provide these services. Creation of the resource center has complemented the revitalization efforts in Old Town Avondale and has attracted other human services funding, specifically from First Things First.

**DISCUSSION:**

The resource center is managed by staff of the Neighborhood and Family Services Department. Following is the division of responsibilities for the resource center that are detailed in the agreement. The City of Avondale will provide the following:

- 1) Use of the former Old Town Library building at 328 W. Western Avenue;
- 2) Use of the furniture currently in the building;
- 3) Identification and recruitment of human service and housing service providers to be located in the resource center;
- 4) Management of the resource center facility, operations, and staff;
- 5) Daily oversight of Care1st support staff who are assigned to the resource center;
- 6) Fiscal oversight of the resource center.

Funding from Care1st will:

- 1) Support the salary of the Resource Center Coordinator who is a City employee and is responsible for the day to day center operation;
- 2) Janitorial services and supplies;
- 3) Facility and grounds maintenance including upkeep of the interior garden;

4) General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will provide:

- 1) Annual operating funding for the resource center for the period of January 2012 through December 2012;
- 2) A support staff member, who will be a Care1st employee, who will serve in a reception/clerical capacity and who will be supervised by the Resource Center Coordinator.

Joint City of Avondale and Care1st Responsibilities:

- 1) Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center;
- 2) Work together to provide an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

At the end of the agreement period Care1st may choose to withdraw from the venture and take any equipment/furniture they directly purchased. The City may also choose to withdraw from the venture. The agreement may be also be extended.

**BUDGETARY IMPACT:**

No General Funds are being requested for this venture. Care1st will provide the operations costs which are approximately \$9,250 per month.

**RECOMMENDATION:**

Staff recommends that the City Council approve the second amendment to the agreement with Care1st Health Plan Arizona to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Agreement](#)

**SECOND AMENDMENT  
TO  
FINANCIAL ASSISTANCE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS SECOND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this "Second Amendment") is made as of January 9, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the "Provider"). The City and Provider are also referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement dated November 3, 2008, as amended by that certain First Amendment dated December 6, 2010 (collectively the "Agreement") to establish the Resource Center at the Facility to provide the Services to residents of the southwestern valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the "Continued Services").

C. The City and the Provider desire to enter into this Second Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the City and the Provider hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended from January 1, 2012 through December 31, 2012 (the "Renewal Term"). The Parties may renew this Second Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$94,743.00 to enable the City to provide the Continued Services (the "Additional Funding"). Provider shall pay one half of the Additional Funding to the City on January 1, 2012. Provider shall pay the remaining half of the Additional Funding to the City on June 1, 2012.

3. Support Staff Members. Section 2, paragraph (c) is hereby deleted in its entirety and replaced with the following:

c. Provider shall provide one support staff member and assistance with coverage for special events which occur outside of regular operation hours of the Resource Center who will work under the supervision of the Resource Center Coordinator.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement. Additionally, the Provider affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this Second Amendment are forever waived.

6. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

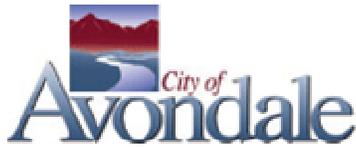
STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)





# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3025-112 - Authorizing Grant Submission to the Arizona Department of Transportation and the Maricopa Association of Governments

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623) 333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing the City of Avondale to submit and accept grant funding in the amount of \$750,000 with a 5.7% match requirement for the purpose of design and construction provisions for pedestrian and bicycle facilities along the east side bank of the Agua Fria River, from approximately 250 feet south of I-10 to approximately 900 feet north of the I-10 connecting to the Friendship Park path.

**BACKGROUND:**

The City of Avondale's Economic Development Department is working with a potential business owner to provide a multi-modal pathway along the east side of the Agua Fria Corridor. This pathway will connect to an existing pathway that terminates at Van Buren Street. Previously negotiations with Maricopa Flood Control District included partnership projects that would provide pathways along the east side of the Agua Fria Corridor.

**DISCUSSION:**

This Transportation Enhancement project scope includes design and construction of a 10-12 foot wide asphalt multi-modal pathway along the east side of the Agua Fria River Corridor starting at McDowell Road, traveling under the I-10, continuing southbound and terminating at Van Buren Street. The TE project totals .24 miles of new construction. An additional .5 mile of private business pathway construction will be coordinated with the TE project. At completion, the total pathway will connect .75 miles of new construction between McDowell Road and Van Buren Street.

Pathway enhancements include artistic educational directional signs that promote alternative modes of transportation, bike racks, safety railing, street furnishings, solar lighting and xeroscape landscaping.

A future Fulfillment Center located along the corridor will provide more than 500 jobs with an average wage of \$10.00 per hour to residents within walking distance. Pedestrian Design Guidelines adopted by MAG in 2005 states that people are more likely to walk and ride their bikes when their destination is within ½-5 miles radius. The project specifically targets the working poor and provides alternative safe modes of transportation for approximately 3,000 low income individuals. Additional bus connections exist on McDowell Road and Van Buren Street, providing hourly services between 5am and 11pm seven days a week, making this an ideal project for funding.

**BUDGETARY IMPACT:**

Grant funding in the amount of \$750,000 will require a match funding of 5.7% from the existing budget. The Finance Department in conjunction with Engineering and Grants Administration will set up a sub-recipient account for the purposes of monitoring the grant to ensure that the funds are spent appropriately.

**RECOMMENDATION:**

Staff is requesting that the City Council adopt a resolution authorizing the City of Avondale to submit and accept grant funding in the amount of \$750,000 with a 5.7% match requirement for the purpose of design and construction provisions for pedestrian and bicycle facilities along the east side bank of the Agua Fria River, from approximately 250 feet south of I-10 to approximately 900 feet north of the I-10 connecting to the Friendship Park path.

**ATTACHMENTS:**

Click to download

 [Resolution 3025-112](#)

## RESOLUTION NO. 3025-112

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO DESIGN AND CONSTRUCTION OF A MULTI-MODAL PATHWAY ALONG THE EAST SIDE OF THE AGUA FRIA RIVER CORRIDOR.

**WHEREAS**, the Arizona Transportation Enhancement Program (“ATEP”), sponsored by the Arizona Department of Transportation (“ADOT”) in connection with the Maricopa Association of Governments, is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to submit a project to be considered by ATEP for funding in the form of a reimbursable grant; and

**WHEREAS**, the ATEP procedures require that the City Council certify, by resolution, (i) its approval of submission of an application for grant funds in support of the City of Avondale Agua Fria River Multi Modal Corridor Project (the “Project”) from ATEP (the “Application”), (ii) the availability of matching funds, including any overmatch that may be required, (iii) a commitment to fund necessary Project development activities (including local project management), if applicable, (iv) a commitment that the Project will be ready for advertisement within three years, (v) a commitment to pay for all cost overruns related to the Project, (vi) a commitment to reimburse the ADOT/FHWA for all federal funds used in the event the Project is canceled by the City, (vii) its commitment to pay ADOT for any related formal review, and (viii) a commitment to enter into a Joint Project Agreement (“JPA”) for the purpose of maintaining the completed Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE** as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby (i) approves the submission of the Application to be considered by ATEP for funding in the form of a reimbursable grant and (ii) has identified available matching funds totaling 5.7% of the total grant amount and any overmatch required, (iii) commits to funding necessary Project development activities (including local project

management) if applicable, (iv) commits to ensuring that the Project will be ready for advertisement within three years of notice-to-proceed, (v) authorizes payment for any cost overruns associated with the Project, (vi) agrees to reimburse the ADOT/FHWA for all federal funds used in the event the Project is canceled by the City of Avondale, (vii) commits to pay ADOT for any related formal review, and (viii) commits to enter into a JPA for the purpose of maintaining the completed Project.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 9, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

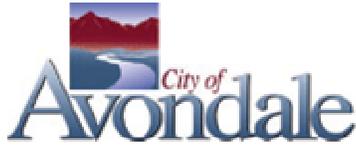
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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1484-112 - Dedication of Power  
Distribution Easement to SRP for Well 25

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance dedicating a power distribution easement to Salt River Project (SRP) for Well #25 Site Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**BACKGROUND:**

On May 16, 2011, City Council awarded a construction contract to Webber Group for Well #25 well site improvements. Well #25 is located on the south side of Van Buren Street west of El Mirage Road. Well site improvements are underway.

**DISCUSSION:**

A power distribution easement is required by SRP to supply power and to test and operate the new well site. The easement consists of an 8 foot wide strip reaching from the public utilities easement on the south side of Van Buren Street for 62 feet to the transformer near the gated entrance to the facility and on into the well site.

**BUDGETARY IMPACT:**

The proposed dedication of easements to SRP will have no budgetary impact on the City.

**RECOMMENDATION:**

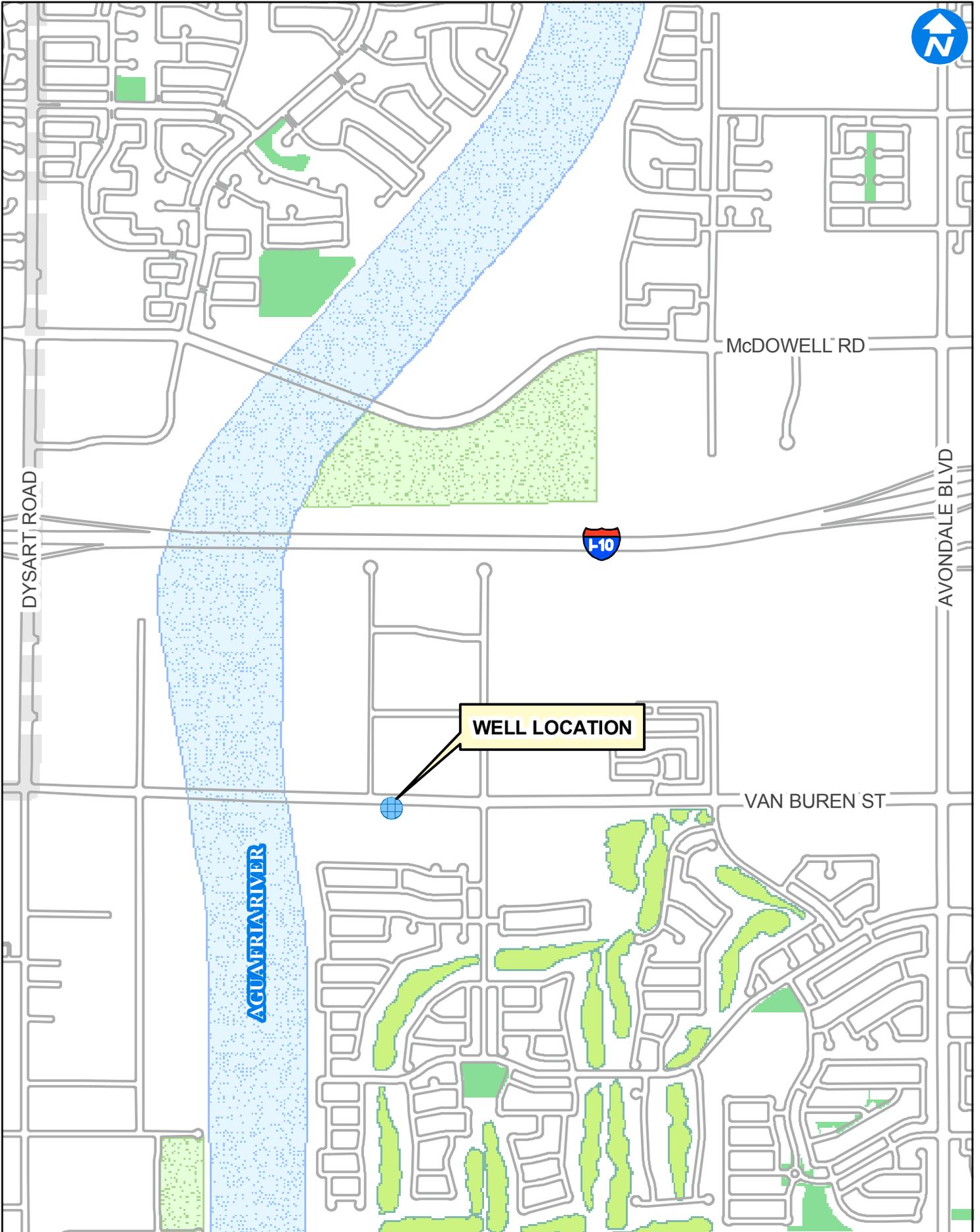
Staff recommends the City Council adopt an ordinance dedicating a power distribution easement to SRP for Well #25 Site Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[📄 Vicinity Map](#)

[📄 Ordinance 1484-112](#)



**City of Avondale**  
**Well #25**

Map Produced by Avondale Water Resources/GIS Division

**ORDINANCE NO. 1484-112**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located along Van Buren Street, west of El Mirage Road, as more particularly described and depicted in the easement form attached hereto as Exhibit 1.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 9, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT 1  
TO  
ORDINANCE NO. 1484-112

[Salt River Project Easement Agreement]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**  
Land Department/PAB350  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

---

**POWER DISTRIBUTION EASEMENT**

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Maricopa County  
Lot 3 Book 1003 Page 27 M.C.R.  
NE ¼ Sec 11 T1N R1W

Agt. KB  
Job#KJP-99(#81102749)  
W KB C WLG

**THE CITY OF AVONDALE,  
an Arizona Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

**Lot 3, COLDWATER PLACE, according to the final plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 1003 of Maps, page 27, also described in WARRANTY DEED Instrument Number 1997-0462036, Official Records of Maricopa County, Arizona.**

**Easement Parcel:**

**Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (AVONDALE WELL #25, SRP Job No. KJP-99), prepared by Salt River Project A.I. & Power District, dated 9-27-11, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad area as described and/or depicted on said Exhibit "A".**

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement of which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, THE CITY OF AVONDALE, an Arizona Municipal Corporation, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE CITY OF AVONDALE,  
an Arizona Municipal Corporation,**

By \_\_\_\_\_

Its \_\_\_\_\_  
Manager or Member

By \_\_\_\_\_

Its \_\_\_\_\_  
Manager or Member

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_ ) ss  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of **THE CITY OF AVONDALE, an Arizona Municipal Corporation, on behalf of such company.**

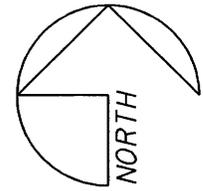
My Commission Expires:

\_\_\_\_\_  
Notary Public

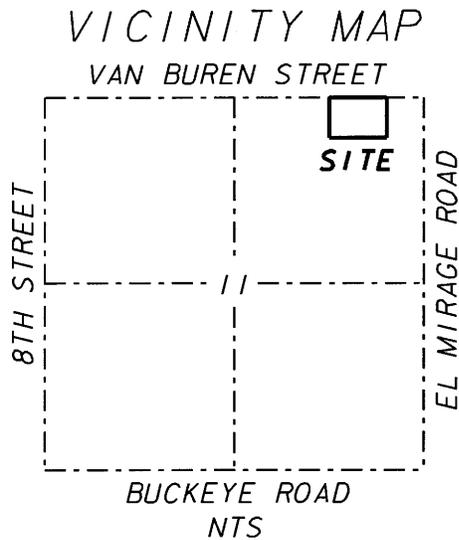
\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

# EXHIBIT "A"



NTS



## LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPERTY LINE
- EASEMENT AS NOTED
- CENTERLINE OF 8' EASEMENT
- EQUIPMENT PAD 5.50' X 7.50' UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT
- (M) MEASURED
- (R) RECORD
- (C) CALCULATED
- APN ASSESSOR PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDER
- NTS NOT TO SCALE

SRP JOB #  
KJP-99

AMP W/O #  
81102749

### NOTE

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

EQUIPMENT PAD(S) ARE A PART OF THE EASEMENT UNLESS OTHERWISE NOTED.

### CAUTION

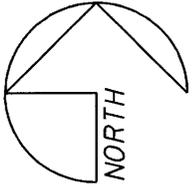
THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

SALT RIVER PROJECT A.I.  
& POWER DISTRICT

AVONDALE WELL #25  
NE 1/4 SEC 11 T1N R1W

UNDERGROUND ELECTRIC  
POWER LINE RIGHT-OF-WAY  
MARICOPA COUNTY, ARIZONA

|          |                |             |                             |
|----------|----------------|-------------|-----------------------------|
| DESIGNED | <u>DYSON</u>   | AGENT       | <u>BOCKMANN</u>             |
| DRAWN    | <u>RAUSER</u>  | APPROVED:   | <u>                    </u> |
| DATE     | <u>9-27-11</u> | CHECKED BY: | <u>GG</u>                   |
| SCALE    | <u>NTS</u>     | SHEET       | <u>1</u> OF <u>3</u>        |



NTS

# EXHIBIT "A"

## VAN BUREN STREET

(BASIS OF BEARING)

N88° 22' 22" W 2638.76' (R)

②

1979.06' (R)

L1 (TIE)

659.70' (R)

①

SEE DETAIL  
SHEET 3 OF 3

### WARRANTY DEED

1997-0462036 MCR

AKA

LOT 3

BOOK 1003

PAGE 27 MCR

EL MIRAGE ROAD

L1  
S00° 06' 15" E  
65.03' (R)

(R) FINAL PLAT OF COLDWATER PLACE PER BOOK 1003 PAGE 27 MCR.

① NORTHEAST CORNER SECTION 11, FOUND BRASS CAP IN HAND HOLE (2-9-10).

② NORTH QUARTER CORNER SECTION 11, FOUND BRASS CAP FLUSH (3-21-11).

## AVONDALE WELL #25 NE 1/4 SEC 11 TIN RIW

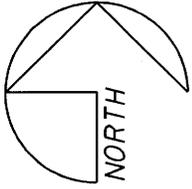
UNDERGROUND ELECTRIC  
POWER LINE RIGHT-OF-WAY  
MARICOPA COUNTY, ARIZONA

DESIGNED DYSON  
DRAWN RAUSER  
DATE 9-27-11  
SCALE NTS

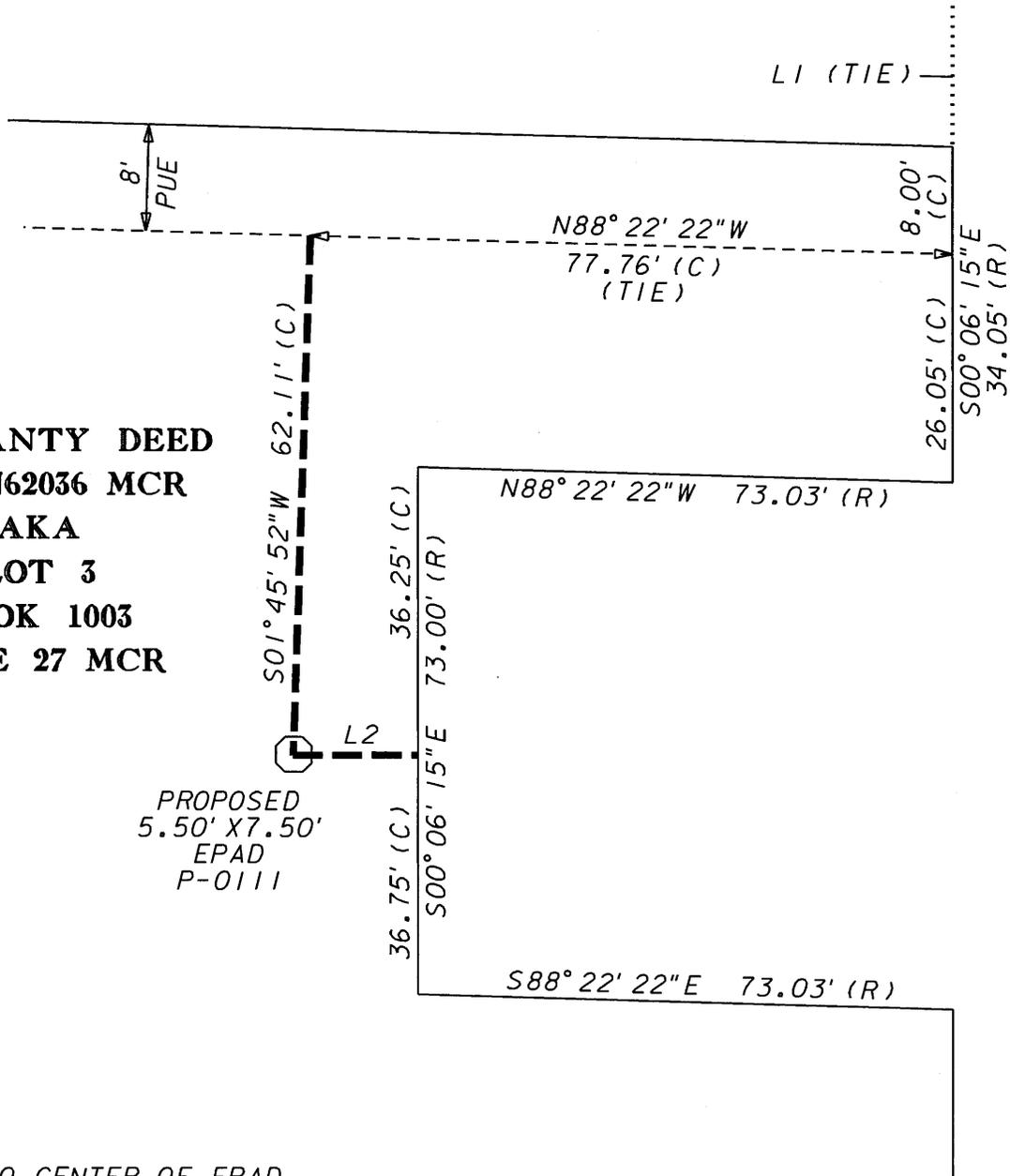
SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT  
& POWER DISTRICT

AGENT BOCKMANN  
APPROVED: \_\_\_\_\_  
CHECKED BY: GG  
SHEET 2 OF 3

# EXHIBIT "A"



NTS



**WARRANTY DEED**  
**1997-0462036 MCR**  
**AKA**  
**LOT 3**  
**BOOK 1003**  
**PAGE 27 MCR**

PROPOSED  
 5.50' X 7.50'  
 EPAD  
 P-0111

L1  
 S00° 06' 15" E  
 65.03' (R)

L2  
 N89° 53' 45" E  
 6.75' (C)

\* DIMENSIONS TO CENTER OF EPAD.

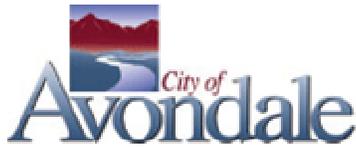
## AVONDALE WELL #25 NE 1/4 SEC 11 TIN RIW

UNDERGROUND ELECTRIC  
 POWER LINE RIGHT-OF-WAY  
 MARICOPA COUNTY, ARIZONA

DESIGNED DYSON  
 DRAWN RAUSER  
 DATE 9-27-11  
 SCALE NTS

SALT RIVER PROJECT  
 AGRICULTURAL IMPROVEMENT  
 & POWER DISTRICT

AGENT BOCKMANN  
 APPROVED: \_\_\_\_\_  
 CHECKED BY: GG  
 SHEET 3 OF 3



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3026-112 - Intergovernmental Agreement - City of Goodyear for Centennial Parade and Kick-Off Festival

**MEETING DATE:**

January 9, 2012

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

On October 17, 2011 City Council adopted Resolution 3008-1011 which approved an Intergovernmental Agreement (IGA) with the City of Goodyear to jointly host an Arizona Centennial Parade and Event. Staff and City Attorneys from the City of Avondale and the City of Goodyear would like to request City Council approval of changes to the original agreement that resulted from additional program planning.

Staff and the City attorneys have determined that the revised IGA will mutually serve the program objectives.

**DISCUSSION:**

Following is a summary of the changes from the previously approved IGA:

1. The City of Avondale will be designated as the collector of funds for parade and vendor entries.
2. Each Party shall bear 50% of the total cost associated with this event, not to exceed a total combined cost of \$40,000.
3. The event coordinator will solicit sponsorships for the event for a fee of \$2000. The fee will be divided equally among the cities.
4. Either cities' centennial committees will be afforded the opportunity to host fund-raisers in conjunction with the parade and festival. Proceeds collected from their respective fundraisers will be available for each committee to keep for their respective centennial projects.
5. The event coordinator will solicit a barricade company; cities will jointly share costs for barricades, traffic plan and street closures associated with the parade. The Police departments for Avondale and Goodyear will work cooperatively with the program coordinators to develop and implement the traffic plan.
6. Goodyear will sweep/clean up the parade route on the afternoon/evening prior to the event. Avondale will sweep/clean up the parade route immediately following the event.
7. The City of Avondale will provide public safety personnel to secure EMCC Property as agreed upon by the City of Avondale and the Maricopa County Community College District (MCCCD).
8. No later than 45 days prior to the festival, cities will agree on a program budget; Avondale will reconcile the budget no later than 30 days following the festival.

**BUDGETARY IMPACT:**

All funds associated with this event are included in the City of Avondale Parks, Recreation, and Libraries Department, Special Events budget. Line item # 101-8125-00-6181.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear to jointly host an Arizona Centennial Parade and Event and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

Click to download

 [Resolution 3026-112](#)

**RESOLUTION NO. 3026-112**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO A PARADE AND KICK-OFF FESTIVAL TO CELEBRATE THE ARIZONA CENTENNIAL.

**WHEREAS**, the City of Avondale (“Avondale”) and the City of Goodyear (“Goodyear”) desire to enter into an Intergovernmental Agreement to coordinate a parade and kick-off festival to celebrate Arizona’s Centennial (the “Program”); and

**WHEREAS**, on October 17, 2011, the Council of the City of Avondale (the “City Council”) passed and adopted Resolution No. 3008-1011 approving an intergovernmental agreement with Goodyear relating to the Program (the “Original IGA”); and

**WHEREAS**, after additional planning by Avondale and Goodyear, Goodyear declined to approve and execute the Original IGA and proposed an alternative form of agreement (the “Revised IGA”); and

**WHEREAS**, Avondale has determined that the Revised IGA will mutually serve the objectives of Avondale and Goodyear relating to the Program; and

**WHEREAS**, the City Council desires to repeal Resolution No. 3008-1011 and approve the Revised IGA.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Resolution No. 3008-1011 is hereby repealed.

SECTION 3. The Revised IGA between Avondale and Goodyear with respect to a parade and kick-off festival to celebrate the Arizona Centennial (the “Agreement”) is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Revised IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 9, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3026-112

[Revised IGA]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE CITY OF GOODYEAR**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of January 9, 2012 by and between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear ("Goodyear") an Arizona municipal corporation. Avondale and Goodyear are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

A. Avondale and Goodyear desire to coordinate a parade (the "Parade") and kick-off festival (the "Festival") to celebrate Arizona's Centennial on or around February 25, 2012 (together, the Parade and the Festival referred to hereinafter as the "Program").

B. The Parties desire to hold the Parade on a route originating in Goodyear at approximately the intersection of Thomas Road and Litchfield Road, running east along Thomas Road and crossing into Avondale, before terminating at approximately the intersection of Thomas Road and North Dysart Road in Avondale.

C. Subject to the approval of the appropriate governing body, the Parties desire to hold the Festival upon the grounds of the Estrella Mountain Community College located at 3000 North Dysart Road in Avondale (the "EMCC Property").

D. The Parties desire to enter into this Agreement to set forth the terms by which the Parties will jointly coordinate the Program, including Program planning, Program development, and Program administration.

E. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952 and their respective City Charters or other governing authority.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2012.

2. Avondale's Obligations.

2.1 Kick Off Festival Location. The Parties intend for the Festival to be located on the EMCC Property and held on or around February 25, 2012. Avondale shall coordinate the location for the Festival with Estrella Mountain Community College or its governing body, the Maricopa County Community College District by way of separate written agreement. Goodyear acknowledges that use of any EMCC Property is subject to final approval of the Maricopa County Community College District Governing Board. In the event such approval is not granted, Avondale and Goodyear shall reasonably cooperate to select an alternate location for the Festival.

2.2 Event Coordinator. Avondale shall procure the services of a qualified individual or firm to act as the event coordinator for the Program (the "Coordinator Services").

2.3 Festival Security. In coordination with the Maricopa County Community College District (the "District"), Avondale shall provide appropriate public safety personnel to secure the EMCC Property to such extent and during such times as Avondale and the District shall mutually agree. Avondale will be responsible for providing police personnel for the Festival at their sole expense.

3. Joint Cost Obligations and Revenue Sharing.

3.1 Costs of Program. Goodyear and Avondale shall each bear 50% of the total costs of the Program, not to exceed a total combined cost of \$40,000 (including, without limitation, costs for event coordinator services, barricade services, and promotions paid to third parties).

3.1.1 Each City shall pay for any overtime costs associated with its own police, fire, traffic management and sanitation services for both the Parade and Festival.

3.1.2 It is the intent of the Parties that the combined total amount paid by the Parties for all costs associated for this Program shall not exceed \$40,000.

3.2 Revenue Sharing. Goodyear and Avondale shall each receive 50% of the total revenue generated from the Program, which includes but is not limited to revenue resulting from parade entries, vendor spaces, and net profits of sponsorships. Avondale shall be responsible for collecting, accounting for and distributing any Program revenues to Goodyear in accordance with this Section.

3.2.1 Each City will keep all revenues generated solely from the independent fundraising activities conducted by their separate Centennial Committees. Such fundraising activities include but are not limited to the sale of merchandise, contests, raffles and picture booths.

3.2.2 Budget Reconciliation. The Cities will agree on a program budget no later than 45 days prior to the Festival. Avondale will reconcile the budget and

provide a copy of the final reconciliation documents to Goodyear no later than 30 days after the Festival.

4. Joint Obligations.

4.1 Program Access. Each Party shall provide access to its property as may be reasonably required for successful staging of the Program, which property shall include without limitation, access to each Party's streets, sidewalks and other related facilities.

4.2 Program Approval. The Program shall be approved by each Party's City Manager, or authorized designee, who shall act as the Program liaison and approval authority for the Program.

4.3 Program/Traffic Management. The police departments for Avondale and Goodyear will work cooperatively to create a traffic plan and street closures associated with the Parade. Any overtime costs incurred by each City for its own police personnel will be paid by that City.

4.4 Fire/Paramedics. Fire and paramedic needs for the Program will be addressed pursuant to the terms of the Fire Mutual Aid Agreement.

4.5 Sanitation Services. Goodyear will be responsible for sweeping and cleaning up the parade route prior to the Parade starting and Avondale will be responsible for sweeping and cleaning the parade route after the Parade ends. Each City will pay the cost incurred for its own portion of the sweeping and cleaning services.

4.4 Promotion. Both Parties shall promote the Program on the Parties' web pages, Program guides, if any, and information releases, if any and as appropriate. Each Party hereby grants to the other Party a license to use the registered logos and copyright of such granting Party, for the purpose of promoting the Program. Each Party's use of any registered logos or copyright of the other Party is subject to review and approval of the other Party. Both Parties shall have the unlimited right to use the logo created specifically for the program, for the purpose of promoting the Program.

4.5 Permitting. To the extent applicable, each Party shall provide to the other Party at no cost any required approvals or permits for the Program.

4.6 Manner of Financing. Subject to Section 8.3, below, each Party shall provide for its financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its city council.

5. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and each council member, officer, employee or agent thereof (the Party being indemnified and any such person referred to herein as 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 other Party, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section. This Section shall survive the termination or expiration of this Agreement for one year from the date of such termination or expiration.

6. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Arizona.

8. Termination; Cancellation.

8.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days’ written notice to the other Party.

8.2 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

8.3 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds or the incurring of expenses by Avondale or Goodyear shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the City Council of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and each Party shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

9.1 Laws and Regulations. Both parties shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the parties are responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

9.2 Amendments. This Agreement may be modified only by a written amendment signed by each Party's City Manager, or authorized designee.

9.3 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

9.5 Relationship of the Parties. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

9.6 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

9.7 Assignment. No right or interest in this Agreement shall be assigned by a Party to this Agreement without prior, written permission of the other Party signed by the City Manager, or authorized designee, and no delegation of any duty of any Party shall be made without prior, written permission of the other Party signed by the City Manager, or authorized designee. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement.

9.8 Subcontracts. No subcontract shall be entered into with any other party to furnish any of the material or services specified herein without the prior written approval of the either Party to this Agreement.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of either Party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or a Party's acceptance of services, shall not release the other Party from

any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a Party to insist upon the strict performance of this Agreement.

9.10 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.11 Disposition of Property Upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

9.12 Notices and Requests. 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 (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to Avondale:           City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: (623) 333-0100  
Attn: Charles P. McClendon, City Manager

With copy to:           GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 254-4878  
Attn: Andrew J. McGuire, Esq.

If to Goodyear:           City of Goodyear  
190 North Litchfield Road  
Goodyear, Arizona 85338  
Fax: 623-882-7520  
Attn: John Fischbach, City Manager

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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) 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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

9.13 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

9.14 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the Parties hereby warrant, and represent to each other that the Parties and the Parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]



**“Goodyear”**

CITY OF GOODYEAR, an Arizona  
municipal corporation

\_\_\_\_\_  
John Fischbach, City Manager

ATTEST:

\_\_\_\_\_  
Lynn Mulhall, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, an Arizona  
municipal corporation, on behalf of the City of Goodyear.

(affix notary seal here)

\_\_\_\_\_  
Notary Public in and for the State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

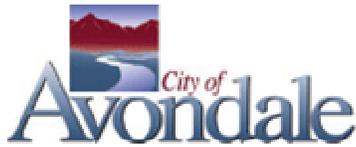
In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned City Attorneys acknowledge that: 1) they have reviewed the above Agreement on behalf of their respective client; and, 2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each Party.

---

Andrew J. McGuire  
Avondale City Attorney

---

Roric Massey  
Goodyear City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Selection of Vice Mayor

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will discuss and consider whether to extend Vice Mayor McDonald's current term as Vice Mayor or whether make a new one-year appointment to this position.

**BACKGROUND:**

The Rules of Procedure read as follows:

In accordance with City Charter Article II, Section 9, the City Council shall designate one of its members as Vice-Mayor who shall serve in such capacity for a two-year term at the pleasure of the City Council. The Vice-Mayor shall perform the duties of the Mayor during the absence or disability of the Mayor. It is the intent of the City Council to select a Vice-Mayor every two years amongst all Council Members who desire to serve in the position. The Vice-Mayor position is intended to be limited to one two-year term; provided, however, that a Council Member is not prohibited from serving more than one two-year term.

**DISCUSSION:**

The Charter Amendment approved by voters in 2010 extended the Mayor's and Council Members' term by one year. The Amendment was silent regarding the position of Vice Mayor.

Vice Mayor McDonald was appointed to his two-year position in January of 2010. Council will need to decide whether to extend Vice Mayor McDonald's term by one year or make a new one-year appointment to this position.

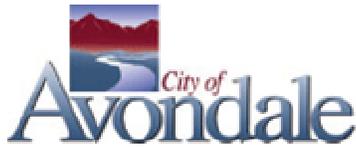
**RECOMMENDATION:**

City Council will discuss and consider whether to extend Vice Mayor McDonald's current term as Vice Mayor or may make a new appointment for one year.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Ordinance 1488-112 - Authorizing the Acquisition  
of Real Property

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Daniel Davis, Economic Development Director (623) 333-1411  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting City Council adopt an ordinance authorizing the acquisition of real property by purchase, condemnation, or dedication of approximately 155 acres of property located near Avondale Boulevard and Roosevelt Street in the amount of \$30,300,000, and authorizing the transfer of contingency funds (appropriations and cash) in the amount of \$30,300,000.

**DISCUSSION:**

The property is located in the City Center Specific Area Plan and would become an integral component of the overall implementation strategy. The acquisition would provide property for future public infrastructure and economic development opportunities, including residential, retail, hospitality and employment.

**BUDGETARY IMPACT:**

The cost of the land purchase was not included in the fiscal year 2011-12 adopted budget. In order to complete the purchase, the City needs to have adequate appropriations (expenditure authority) and cash. The City budget has several line items that have been appropriated, but do not have any funding or cash to support the spending authority. For example, the Improvement District Fund has \$25M in appropriations but would require the City to issue bonds in order to fund the spending authority. The following appropriations transfers will be required to purchase the land:

|  |              |
|--|--------------|
| Fund 320 - Improvement districts               | \$25,000,000 |
| Fund 333 - Transit capital projects            | \$2,400,000  |
| Fund 209 - Other grants unanticipated revenues | \$3,000,000  |

The City also needs to identify the funding source for the purchase of the land. The short-term funding for the purchase of the land will come from City's reserves and will require inter-fund loans. The short-term financing will be in place (estimated to be 3-6 months) until the City has the opportunity to enter into a long-term financing plan (capital lease purchase or issuing City of Avondale Municipal Development Corporation bonds).

Staff estimates that \$38M in bonds would need to be issued, to fund the property purchase (\$30.3M land purchase, \$3M reserve fund, \$2.99M assignment agreement, \$2M capitalized interest/closing costs). If MDC bonds are issued, staff estimates that the annual debt service will be approximately \$3,050,000 per year (\$38M bonds, 20 years, 5% interest rate).

The first payment would be due in 18-24 months. At this time, an on-going revenue source has not been identified to cover the annual debt service. It is anticipated that future development in the area

will ultimately provide the revenue, through sale of the properties and from taxes generated by end users, to pay the required debt service.

In addition, the issuance of bonds for the land purchase will impact the City's Capital Improvement plan (CIP) and potentially the City's bond rating. For example, in FY 2014-15, the CIP has programmed a \$13M MDC issue for Street and Water projects. It is likely that future capital projects, projected to be financed with bond proceeds, will have to be postponed or delayed. Also, a new bond issue will require a review by the rating agencies. It is possible that the City's bond rating could be downgraded, as a result of an increase in annual debt service. As the properties are sold for development the City's debt obligations will decrease accordingly.

**RECOMMENDATION:**

Staff recommends that City Council adopt an ordinance authorizing the acquisition of real property by purchase, condemnation, or dedication of approximately 155 acres of property located near Avondale Boulevard and Roosevelt Street in the amount of \$30,300,000, authorize the transfer of contingency funds (appropriations and cash) in the amount of \$30,300,000 and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

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Ordinance 1488-112

**ORDINANCE NO. 1488-112**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

**WHEREAS**, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

**WHEREAS**, the City desires to acquire land within the Avondale City Center area to be used for future construction of public roadways and public infrastructure, economic development and other public uses; and

**WHEREAS**, the City Council desires to authorize the acquisition of certain real property necessary for such public use in the Avondale City Center area.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication of twelve parcels of real property totaling  $\pm$  155 acres, generally located east and west of Avondale Boulevard, south of Interstate Highway 10 in Avondale, Arizona, referred to as Maricopa County Assessor’s parcel numbers: 500-01-016, 500-01-016A, 500-01-017, 500-01-005G, 500-01-010A, 500-01-020, 500-01-007Y, 102-57-240, 102-57-242, 102-57-005U, 102-57-005T and 102-57-005V (collectively, the “Property”), is hereby authorized.

SECTION 3. In the event that a negotiated purchase cannot be reached for the Property, the City Attorney is hereby authorized to immediately initiate condemnation proceedings, including all actions necessary to enable the City to take possession of said Property at the earliest possible date.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 9, 2012.

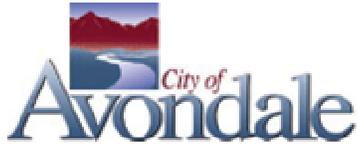
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Executive Session

**MEETING DATE:**  
January 9, 2012

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

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No Attachments Available