

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Wesco Distribution, Inc., a Delaware corporation authorized to do business in Arizona dba Brown Wholesale Electric ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2014, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Industrial and MRO Supplies (Electrical & Lighting), Contract No. ADSPO14-064773 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 1, 2014, until the date the contract expires on January 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

January 31, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty thousand dollars (\$30,000) annually or one hundred twenty thousand dollars (\$120,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Michelle Woytenko, Deputy Director
6210 West Myrtle, Suite 111
Glendale, Arizona 85301
623-930-2613

and

Wesco Distribution Inc.
c/o Laura Sundberg
3425 E. Van Buren St, Suite 140
Phoenix, AZ 85008

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Richard A. Bowers
(Acting) City Manager

"Contractor"

Wesco Distribution Inc.,
a Delaware corporation

By: _____

Name: Laura Sundberg
Title: Account Representative

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT A
State of Arizona Contract No. ADSP014-064773
Industrial and MRO Supplies (Electrical & Lighting)



Master Blanket Purchase Order ADSP014-064773

Header Information

Purchase Order Number:	ADSP014-064773	Release Number:	0	Short Description:	Industrial and MRO Supplies (ELECTRICAL AND LIGHTING)
Status:	3PS - Sent	Purchaser:	Jennifer Wenger	Receipt Method:	Quantity
Fiscal Year:	2014	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/31/2014 02:03:04 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	10	Print Dest Detail:	If Different	Pcard Enabled:	Yes
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:	jennifer.wenger@azdoa.gov	Tax Rate:			

Master Blanket/Contract End Date (Maximum): 01/31/2019 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type:

Agency Attachments:

Contractors Offer WESCO.zip ADSP014-064773.pdf Core List
 Pricing WESCO ELECTRICAL.pdf Core List Pricing WESCO Lighting.xlsx NON-CORE
 PRODUCT DISCOUNTS.pdf WESCO PRODUCT CATALOG-ELECTRON VERSION.pdf
 Change Order Summary 1 - WESCO Change Order Summary 2 - WESCO COI WESCO Exp.
 06.04.16

Vendor Attachments:
Agency Attachment Forms:
Vendor Attachment Forms:
Primary Vendor Information & PO Terms

Vendor: 9000021834 - WESCO
 DISTRIBUTION/BROWN
 WHOLESALE ELECTRIC
 Laura Sundberg
 3425 E Van Buren St Ste140
 Phoenix, AZ 85008
 US
 Email: lsundberg@wesco.com
 Phone: (602)275-8521

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to lsundberg@wesco.com at 06/25/2015 02:20:22 PM	06/25/2015 01:26:56 PM
Purchase Order	Emailed to lsundberg@wesco.com at 12/19/2014 07:18:33 AM	12/19/2014 09:53:35 AM
Purchase Order	Emailed to lsundberg@wesco.com at 02/12/2014 08:07:39 AM	02/12/2014 10:18:56 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000021834	PZ9000021834	WESCO DISTRIBUTION/BROWN WHOLESALE ELECTRIC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/01/2014 **Master Blanket/Contract End Date:** 01/31/2016
Cooperative Purchasing Allowed: Yes


Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$20,169.68	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: For each release, Customer needs to enter in the Contracted Unit Cost from the Core List (attached) or the Unit Cost as per Contractor's Catalog price as well as the contracted Discount from List Price in the Discount % field if that is not already part of the list price. Each line item below includes the contracted discount from list price for that category as part of the description. Customer should also include a description of the specific item being ordered in the Item Description field or attach a quote from the Contractor with the specific item description.

3PS - Sent

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
This item is narrative								

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSP014-064773		
	Change Order No.: 03	Date: October 30, 2015	


The above-mentioned contract is hereby amended as follows:

- A. In accordance with the Special Terms and Conditions Section 1.5, Amendments, Line Item No. 4 has been added to account for Freight.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.


	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO14-064773		
	Change Order No.: 02	Date: June 25, 2015	

The above mentioned contract is hereby amended as follows;


- A. In accordance with Special Terms and Conditions Paragraph 16.2, Insurance Requirements, an updated Insurance Certificate can be found in the attachments tab titled COI Wesco Exp. 06.04.16

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSP014-064773		
	Change Order No.: 01	Date: November 4, 2014	

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 1.3, Contract Extension, the contract is hereby extended through January 31, 2016. 
- B. Special Terms and Conditions Section 1.7, Eligible Agencies, is hereby modified and shall read as follows;

3. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



OFFER AND ACCEPTANCE

Solicitation No.: ADSP014-00003418

STATE OF ARIZONA
State Procurement Office
100 N 18th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07-475015R

Federal Employer Identification No.:

Phone: 602-275-8521

Fax: 602-275-9632

Wesco Distribution (dba Brown Wholesale Electric)

Company Name

3425 E Van Buren #140

Address

Phoenix

AZ

85008

City

State

Zip

[Signature]
Signature of Person Authorized to Sign Offer

Lucretia S. S. S. S. S.
Printed Name

12-18-13
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1481 through 1485.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS ☒ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP014-64773

The effective date of the Contract shall be: 2/1/14

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

31st day of January 20 14
[Signature]

Procurement Officer



CONTRACT

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

Table of Contents

CONTRACT

OFFER AND ACCEPTANCE FORM.....	1
TABLE OF CONTENTS.....	2
SCOPE OF WORK	3
SPECIAL TERMS AND CONDITIONS.....	12
UNIFORM TERMS AND CONDITIONS.....	24

The following documents are not contained physically in this document but are included by reference and available online in ProcureAZ.

SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSP014-00003418

All Solicitation ADSP014-00003418 Attachments and/or Exhibits

PRICING (all pricing is contained within the line items in ProcureAZ and in completed Price Schedule ADSP014-00003418)

CONTRACTORS FINAL PROPOSAL DOCUMENTS

(Submitted in response to solicitation ADSP012-00001640 and included by reference, Attached in ProcureAZ)



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 18th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

1. INTRODUCTION/BACKGROUND

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Industrial and Facilities Maintenance Supplies necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all [State Agencies](#) and [Cooperative Members](#) may be found on the [State Procurement Office's Website](#). The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

The awarded contract(s) shall replace existing contracts for Industrial Equipment and Supplies, Lighting Supplies: Lamps, Ballasts, Light Sensors and Exit Signs, Electrical Parts and Supplies, HVAC Filters and WSCA Facilities MRO/ Industrial Supplies. The State desires to enter into contract(s) with reliable and capable vendors who can manage multiple agency accounts and delivery points located throughout the state, provides a online ordering system from a contract specific catalog with an effective filtering mechanism for excluded products, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Industrial and Facilities Maintenance Supplies, comprised of the items within the Product Categories at reasonable prices and offers the various discounts and programs as stated in this solicitation. The estimated dollar volume of products and equipment purchased under the proposed contract(s) is \$10 to \$12 million annually based on historical usage data and anticipated volumes. This is an estimated usage and because this contract(s) will be used on an as needed basis, the State makes no guarantee as to actual spend under any resultant contract.

2. STATEWIDE CAPACITY REQUIREMENTS

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:

- 2.1 **Business Capacity.** The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. . This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
- 2.2 **Key Personnel.** The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically assigned to someone capable of performing each of these duties.
 - 2.2.1 Arizona Statewide Contract Representative - knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)
 - 2.2.2 Catalog Maintenance -Maintain electronic, hard copy and ProcureAZ Punch-out Catalog along with resolution of State contract pricing issues
 - 2.2.3 Spend Management Representative – Knowledgeable in various spend management techniques and experience in the successful application of those techniques.
 - 2.2.4 Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

2.2.5 Eligible Agency Contract Customer Service Representative – Appropriate number to provide agency specific customer service and contract administration including but not limited to; return policies, after hours service, post sales support, out of stock, order tracking, quality assurance, orders

2.3 Ordering Capabilities. The Contractor shall have the ability to handle electronic, P-Card, hard copy, phone, fax and walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services.

2.4 Delivery Commitments. Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.

2.5 Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State in the form of a formal ProcureAZ contract change order.

2.6 Statewide Delivery. The Contractor shall have inventory and delivery capabilities sufficient to meet statewide customer demand and delivery requirements as stated in this solicitation.

2.6.1 Upon request of an Eligible Agency, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer's business, building or outer property grounds.

2.6.2 Delivery for in stock items shall not exceed 48 hours (within 24 hrs is preferable).

2.6.3 Delivery of out of stock items shall not exceed 10 working days. Individual Eligible agencies may have additional restrictions for a given circumstance.

2.6.4 The contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.

2.6.5 Eligible agencies may have policies in place for the imposition of penalties for contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future non use of contractor or filing of vendor performance report with the State Procurement Office.

2.7 Distribution / Warehousing Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not be limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies the increase the ability to deliver customer orders in a timely and accurate manner.

3. PRODUCT REQUIREMENTS

3.1 Catalogs. Catalogs and/price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this contract shall only contain products included under this contract. The contractor shall not represent any product that is specifically excluded as a product covered under this contract. The contractor shall have a process in place for removing items determined to be exclude from this contract.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.2 ONLINE CATALOG AND ORDERING (Punch-Out).

- 3.2.1 The State utilizes an online catalog and ordering function (punch-out) through ProcureAZ for most purchase under this contract. The contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:
- Access by standard web browsers
 - Search functions
 - Product information such as unit of measure, photos, and item status inquiry functionality that provides stock availability
 - Indicate current catalog/or list price and contract price
 - Order tracking
 - Help functionality
 - Acceptance of P – Cards
 - Allow only contract items to be viewable
 - Ability to block or exclude items or categories
 - Identify the following product types;
 - Core List Items
 - Green / Recycled Products
 - Energy Efficient Products
- 3.2.2 *Access.* The Contractor shall provide access to and interconnectivity with the State's eProcurement System for the purpose of allowing authorized State system users to "Punch-Out" of the system, to access directly the Contractor's website, select contract products and services, and return to the State's system with the order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection.
- 3.2.3 *Timeframe.* The "Punch-Out" capability shall be functional within 12 months of the contract begin date.
- 3.2.4 *Cost.* The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.
- 3.2.5 *Discount Offered.* The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Contractor offer an additional discount percent (%) from list price for those who utilize the Punch-Out system to make purchases under this contract.
- 3.2.6. The Online ProcureAZ Punch-Out Catalog shall be required for any contract awarded for all categories.

- 3.3 Core List. The contractor shall provide discounted firm fixed price for specific items or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. The contractor shall provide the product specified or equivalent. The core list may change during the term of the contract. Changes may be made to the core list at the time of renewal and shall reflect the most common products purchased under the contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each contract.

- 3.4 Catalog / Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core / catalog items shall be based on a single fixed discount percent (%) from an establish list price. There is no limited to the number of commodities or equipment offered under each category nor is the contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a product's inclusion in a category, the Procurement Officer shall make the final decision. Following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.



SCOPE OF WORK

STATE OF ARIZONA

State Procurement Office

100 N 15th Ave. Suite 201

Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 3.4.1 **Adhesives/Lubricants/Sealants** - Shall include but not be limited to; Tapes, Glues & Epoxies, Sealants, Cements & Caulk, Wire Brushes and Lubricants.
- 3.4.2 **Electrical** - Shall include but not be limited to; Gang Boxes, Electrical Metallic Tube (EMT) Conduit, Wire Connectors, Clamp Connectors, Switches, Electrical Boxes, Couplings, Circuit Breakers, Outlets, Wire Pulling Lubricant, Multi-Purpose Ties, Wall Plates, Timers and Relays, Wire & Cable, Power Supplies, Plugs and Receptacles, Electrical Hardware and Fasteners. All electrical parts and supplies shall be provided in accordance to the appropriate Federal, State or Local Standards and Regulations. Applicable standards and regulations that shall be followed include but shall not necessarily be limited to;
- UL Standard 797 Electrical Metal Tubing
 - American National Standards Institute (ANSI) C80.3
 - National Electric Code (NEC)
 - NEMA, UL, CSA Standards
- 3.4.3 **Hand Tools and Accessories** - Shall include but not be limited to; Hammers, Hand Saws, Pliers and Clamps, Crimping and Cutting Tools, Utility Knife and Replacement Blades, Putty Knife, Plaster & Scrapping Tools, Screwdrivers, Wrenches, Staple Guns, Lawn and Garden Hand Tools, Taps, Dies, Screws, Bolts, Fasteners
- 3.4.4 **Heating, Ventilating, Air Conditioning Filters (HVAC Filters)** - Includes any filter or filter media used to capture air-borne particulate matter. All filters shall meet the smoke and flammability requirements of Underwriters' Laboratories UL 900, Test Performance of Air Filter Units, Class 2 unless stated otherwise. Any metal grids and casings shall be corrosion resistant. Non Metal Frame shall be high wet strength 28 pt. beverage board bonded on all four sides to prevent collapse. Filters shall be constructed with 90 degree corners. The actual filter dimensions shall not differ from the stated nominal dimensions by more than 5/8". The following types of filters at a minimum shall be offered.
- **Pleated Filters** Minimum MERV 7 when evaluated under the guidelines of ASHRAE 52.2 .2 as revised. Filters shall be classified Class 2 per U.L. Standard 900. Filters shall have a minimum efficiency of 25%.
 - **Flat Panel Filters** with a minimum average arrestance rating of 70% and frames composed of wood pulp products formed to hold structural rigidity during normal handling.
 - **Pocket Bag Filters** The air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of 100% high density synthetic media, a galvanized steel header, galvanized steel pocket retainers, and bonding agents to prevent air bypass and ensure leak performance. Filters shall be minimum MERV 11 and minimum efficiency rating of 65%.
 - **Rigid Box Filters** The air filters shall be rated a minimum of MERV 11 with a minimum efficiency rating of 60% with frames and headers constructed of corrosion resistant galvanized steel.
 - **High Efficiency Particulate Air (HEPA) & Ultra Low Penetration Air (ULPA) Filters** - Each filter shall be individually tested for efficiency and initial resistance at rated air flow. The test results shall be indicated on the filter label. The filters shall meet the requirements of IES-RP-CC001.3. The filter efficiency shall be 99.97% DOP (Disbursed Oil Particulate Testing).



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 3.4.5 Lighting**- Shall include but not be limited to; Energy Saving Lamps (Fluorescent, High Intensity Discharge, Traffic Signal lamps, and Incandescent), Ballasts, LED Lighting, Light Sensors, Exit Signs and Emergency Lighting.

All lamps and ballasts supplied under this contract shall be energy saving. It shall be recommended that all Standard A19 Incandescent Bulbs be replaced with energy efficient alternatives. All lamps and ballasts shall conform to all applicable Federal, State and Local laws, regulations and standards including but not limited to:

- 2012 Federal Lighting Legislation
- Restriction of Hazardous Substances Directive (RoHS)
- All mercury containing lamps shall be clearly marked and shall have passed US EPA's Toxicity Characteristics Leaching Procedure (TCLP) and not be classified as a hazardous waste.
- Electronic ballasts shall meet the limits of FCC Title 47, Parts 15 and 18 limitations for electromagnetic interference (EMI) radio frequency interference (RFI) and shall have at least a 5 year warranty.
- It shall be indicated if the electronic ballasts has been rated by NEMA Premium Electronic Ballast Program
- ANSI C82 Ballasts Standards
- ITE publication "Standard for Traffic Signal Lamps" and the ADOT Standard Specifications for Road and Bridge Construction (1996) - *Lamps to be used in vehicular traffic signal faces*
- If there are existing T12 systems, they shall be recommended to be converted to T8 Systems
- Energy Policy Act (EPACT) – All Lamps
- Light Sensors shall have a standard 5 year warranty and shall be UL and CUL listed.
- Exit signs shall have an input power demand of 5 watts or less per face and NEMA Premium Exit Signs shall be recommended.

- 3.4.6 Material Handling Equipment** - Shall include but not be limited to; Ladders & Racks, Hand Trucks and Carts, Scales, Casters, Wheels, Shelving, Tool Storage, Rope, Straps.

- 3.4.7 Motors, Pumps and HVAC** - Shall include but not be limited to; DC Motors, HVAC Motors, General Purpose Motors and Pumps.

- 3.4.8 Pneumatics, Hydraulics, Welding & Accessories** - Shall include but not be limited to; Impact Wrench, Air Compressors, Vacuum Pumps, Valves, Regulators and Hoses, Arc Welding Rod and Wire Solder, Protective Helmet & Welding Gloves, Torch Kit & Regulators, MIG/TIG Welders.

- 3.4.9 Power Tools & Accessories** - Shall include but not be limited to; Cordless Drills, Saws and Hammers, Finishing & Routing Tools, Battery Packs, Power Shears and Heat Guns, Drill Bits, Saw Blades, Milling Tools

- 3.4.10 Safety/Security/Batteries/Flashlights** - Shall include but not be limited to; Gloves, Protective Eye Glasses and Headgear, Safety Signs and Vests, Protective Clothing and Footwear, Safety Cones, Barricade Tape & Safety Flags, Portable Water Coolers, Batteries, Flashlights, Fans, Heaters, Sports Drinks



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.4.11 Testing/ Measuring Instruments – Shall include but not be limited to; Gauges, Meters, Testing Kits, Thermometers, Battery Testers, Calibrators, Measuring Tools and Tapes.

3.5 Material Safety Data Sheets. Eligible agencies shall be provided MSDS as required by the Occupational Safety and Health Administration (OSHA) for all goods provided under this contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. The MSDS sheets shall be available for disclosure purposes to all agencies at the time of contract award. All products shall be clearly labeled with instructions for proper use, personal protective requirements and disposal instructions.

4. EXCLUSIONS

Certain product categories, and specific items, which are covered by other State contracts or are otherwise prohibited, shall be excluded. The contractor shall exclude any additional items upon request. Contractor shall have a procedure in place to remove any product or type of products upon request. Current exclusions include, but are not limited to the following;

- Janitorial Supplies (Including paper products, toilet & facial tissue, paper towels and rolls, cleaning chemicals)
- A/V Equipment including cameras, digital projectors, & projection screens
- Computers, PDA's, & Accessories including printers, scanners, monitors, & webcams
- Furniture including all accessories, armoires, bookcases, chairs, credenzas, cubicle or modular furniture, desks, filing and storage cabinets, tables, wall and floor shelving. (Industrial or shop shelving and storage is allowed)
- Recognition or Length of Service Awards Software,
- Cell phones, Two Way Radio and other electronic communication equipment
- Signs, Acrylic and Vinyl Lettering
- Plumbing Supplies (Including Waterless Urinals, Water Heaters, Fixtures, etc.)
- Office Products and Office Supplies (Including Office Paper)
- Building Materials – lumber, paint. (Marking or Surveying Paint is allowed)
- Automotive Parts, Electronics & Fluids
- Appliances

5. SERVICE AND PROGRAM REQUIREMENTS

5.1 Customer Service. The contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. Customer service requirements shall at a minimum include;

- Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
- Shall be able to be accessed by toll free phone number, fax, email or internet.
- Emergency number for after hours use.
- An escalation plan issues that are not resolved at initial contact.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 5.2** Spend Management Program and Reports. The Contractor shall offer a Spend Management Program that provides usage and spend information to customers for analysis of spending patterns. After the analysis is complete, the contractor shall provide suggestions and identify changes that would reduce customer expenditures such as identifying best value products and delivery.
- 5.3** Seminars. The Contractor shall have the ability to provide seminars to Eligible Agencies under an awarded contract. The Contractor shall provide a description of the seminars available that includes a seminar's proposed subject matter, presenter qualifications, number of seminars, proposed locations, method of delivery for seminars and notification to potential users. Subject matter of the Seminars may include but shall not be limited to;
- Green initiatives updates
 - Hazardous materials
 - USDA registered chemicals
 - MSD and
 - OSHA.
- 5.4** Product Training / Demonstrations: The Contractor shall offer product training available to Eligible Agencies. All product training shall be site specific. Contractor shall describe training offered including but not limited to;
- New products Demonstrations and Training
 - Equipment and operation
 - Green products
 - Energy conservation
- 5.5** Warranties. The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for that equipment of product.
- 5.6** Small Business Enterprise Subcontract Program. The Contractor shall indicate the utilization of any Small Business Enterprise Subcontractors in the performance of any resultant contract. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which has gross revenues of \$4 million or less. To qualify as a Small Business Enterprise Subcontract Program, the Contractor shall set aside a percentage of their business under this contract as subcontracts that will be performed by small business enterprises. Examples of where these subcontracts may be best utilized include but are not limited to subcontracting for a percentage of deliveries made in specific geographic areas of the state, product packaging services and billing or customer service/ordering services.
- 5.7** Discounts. The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;
- **Educational Discount** - additional discount percent (%) from list price to qualifying educational institutions (e.g. K-12, Colleges and Universities).
 - **Single Bulk Purchase** - additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
 - **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.
 - **Punch-out** - additional discount percent (%) from list price offered on purchases made utilizing the State's ProcureAZ Punch-Out process.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

6. GREEN REQUIREMENTS

- 6.1 Environmental and Sustainable Practices. The contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;
- Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
 - Offer and use environmentally friendly products, materials and suppliers where economically feasible.
 - Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily,
 - Products that provide end of life recycling or cradle to grave processes,
 - Reduced Packaging or use environmentally friendly packaging that uses no disposable containers, is made from recycled content and meets or exceeds the minimum post consumer content level for packaging in the U.s. EPA Comprehensive Procurement Guidelines
 - Recycling of lighting and electronic products
 - Buy Back Programs
 - Green Labeling and 3rd Party Certifications
 - Identification of and Online Search capabilities green products in catalogs..
- 6.2 Green Certification. The contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The contractor shall supply a list of the industry recognized certifications and standards obtained.
- 6.3 Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post consumer material contained in those items..
- 6.4 Packaging. Contractors are encouraged to offer packaging that that is environmentally friendly and meets at least one but preferably all of the following criteria;
- Minimizes or eliminates the use of disposable containers or wrap,
 - Made from 100% post-consumer recycled materials or at a minimum 25% post consumer materials
 - Be recyclable
 - Reusable
 - Non-toxic
 - Biodegradable



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 6.5 Energy Efficiency.** ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States department of energy or the United States environmental protection agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."

Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;

- <http://www.energystar.gov/products> ; and
- http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

- 6.6 Reporting Requirements.** The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.

- 6.6.1 The Contractor shall submit an **Environmentally Friendly or Green Product Report** that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post consumer material sold and the total dollars purchased during the reporting period.
- 6.6.2 The Contractor shall furnish this report on annual basis to the Procurement Officer of Record no later than July 31st or upon request of the State..
- 6.6.3 Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

1. CONTRACT

- 1.1 **Contract.** The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
- 1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Attachment B of this solicitation
- 1.2 **Contract Term.** The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein. *
- 1.3 **Contract Extension.** The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years. *
- 1.4 **Contract Type.** The contract is a fixed-price (core list) Percent(%) discount from list (catalog).
- 1.5 **Amendments.** Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 1.6 **Contract Changes.** The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment.
- 1.7 **Eligible Agencies.** This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.
- 1.8 **Estimated Quantities.** The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.
- 1.9 **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 1.10 **Appropriation of Funds.** Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to an Eligible Agency or the State of Arizona in the event this provision is exercised, and neither the Eligible Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. ADMINISTRATIVE FEE / USAGE

- 2.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
- 2.2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
- 2.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 2.4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site http://spo.az.gov/Contractor_Resources/Admin_Fee/. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.
- 2.5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
- Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.
- 2.6 The submission schedule for Administrative Fees and Usage reports shall be as follows:
- | | |
|----------------------|-----------------|
| FY Q1 (July–Sept.) | Due October 31 |
| FY Q2 (Oct.–Dec.) | Due January 31 |
| FY Q3 (Jan.–March) | Due by April 30 |
| FY Q4 (April – June) | Due by July 31 |
- 2.7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

2.8 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

2.9 Additional Reports. The contractor shall furnish additional reports relating to contract usage as requested

3. PRICING

3.1 General Catalog/Category Pricing. All non-core items within an established category shall be priced based on the single discount percent (%) from list price for that category. Separate discount percent may be offered per manufacturer within a category. List price shall be defined as the pricing regularly maintained by either the manufacturer or the contractor and shall be published or otherwise available for inspection by Customers

3.2 Core Item Pricing. All core items prices shall be a firm fixed price.

3.3 Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

3.4 Price Adjustment. All pricing shall be held firm for the first year of the contract. The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. Documentation submitted as part of the request may include but is not limited to:

- A formal announcement from the manufacturer that the cost of the contract product has been increased.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost increase.

3.5 Price Reductions. Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;

- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

4. PRODUCTS

4.1 Product Removal. The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 4.2 **Product Discontinuance.** In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.
- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
 - Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
 - Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.
- 4.3 **Inventory.** The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
- 4.4 **Current Products.** All products being offered in this contract shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.
- 4.5 **New Products.** The State, at its sole discretion, reserves the right to include additional products or product categories that are within the scope of work and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;
- 4.5.1 Documentation that provides clear evidence that the new products are those that are within the scope of awarded contract. NO products outside the scope of the original award shall be allowed.
- 4.5.2 That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percent %) from list price as existing products.
- 4.6 **Warranty.** The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative.
- 4.7 **Defective Products.** All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the state within seven (7) days of initial notification.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

4.8 **Forced Substitutions.** Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

4.9 **Recall Notices.** In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Eligible Agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and product being recalled.

4.10 **MSDS Sheets.** If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

5. SUBCONTRACTS

5.1 **Subcontractor Approval.** Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment D, Proposed Subcontractors, or a document containing the information requested in Attachment D.

5.2 With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

6. INVOICE – BILLING

All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the bill to address and should contain, at a minimum, the following information:

- Both the contract number and contract release/purchase order number
- Name and address of the contractor
- The contractor's remittance address
- Contractor's representative to contact concerning billing questions
- Contractual payment terms
- Applicable taxes

7. ORDERING

7.1 **Purchase Order Sufficiency.** This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

7.2 Non Contract Items.

7.2.1 Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

7.2.2 Electronic Punch-Out systems shall not allow for purchase orders to be placed for non-contract or excluded items.

7.3 Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.

7.4 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

7.5 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

7.6 Return Policy. In the event ordered and delivered items are returned to the supplier due solely to a management decision by the Eligible Agency and not due to any fault or error by the supplier, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the supplier shall be paid by the ordering agency. Items returned under this provision must be shipped back to the supplier by the ordering agency not later than 30 calendar days after initial receipt of the items from the supplier and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment. The Supplier shall not be entitled to a restocking fee.

8. DELIVERY

8.1 Shipping F.O.B. Statewide. Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and received by the Eligible Agency. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

8.2 Delivery Time. Delivery shall occur Monday through Friday, except State Service holidays, between the hours of 8:00am and 3:00pm local time, unless otherwise specified by the Customer.

9. KEY PERSONNEL

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions assigned to work under the contract. Key personnel shall not be removed or replaced without the prior notification of the State. The contractor shall replace all key personnel that are removed with personnel of equal skill, education and experience.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

10. DEFAULT

Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to:

- Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
- Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
- Repeated failure to comply with the requirements of the Contract;
- Material disregard of or failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
- Attempting to assign this Contract without obtaining the State's prior consent.

11. CATALOG/PRICE LIST, MAINTENANCE (ELECTRONIC/HARD COPY)

11.1 Catalog Definition. For the purpose of this contract, catalog means catalog, price list, schedule or other form. An established catalog price means the price included in a catalog that:

- Is regularly maintained by a manufacturer, distributor or Contractor;
- Is either published or otherwise available for inspection by customers; and
- States prices at which sales are currently or were last made to a significant number of any category of the general buying public for the items involved

11.2 Copies of Catalog. The contractor shall supply, at no charge to the State, catalogs/price lists of contracted items or notices of change to Eligible Agencies upon contract effective date, upon request, or as catalogs are incorporated into the contract.

11.3 Catalog Maintenance. The contractor shall provide and maintain electronic and hard copy versions of all contracted catalog/price lists during the contract term. No alterations, amendments or updates shall be allowed without prior approval by the State. Electronic versions shall be in either of the following formats.

11.3.1 Internet versions available through a Universal Resource Locator (URL) link, or;

11.3.2 Portable Document Format (pdf) versions attached to the contract

11.4 Catalog Requirements. All versions shall list all products the contractor is authorized to sell under the contract and shall not contain any items excluded from this contract. The catalog shall clearly indicate, at a minimum the following:

11.4.1 The contract number

11.4.2 Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall be excluded from view.

11.4.3 Pricing information including catalog or list price and contract price.

11.4.4 The discount (percent %) from list price for each product;

11.4.5 Ordering information,

11.4.6 Key Personnel contact information; and

11.4.7 Service/Distribution points organized geographically by city or county (subcontractors).



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

11.4.8 Green Product Indicators

11.5 **One Version.** The State, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links to it through our ProcureAZ web-site. Regardless of the number and types of links to the contractor's electronic catalog/price list, the contractor shall ensure that all eligible agencies are able to access one, and only one, version of contracted catalog/price list.

11.6 **Catalog Alterations.** Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State (see revised replacement catalog price/list provision for additional requirements). Hard copy versions shall be made available to all Eligible Agencies upon request at no cost.

12. PROCUREAZ ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH - OUT)

12.1 **Features.** The Contractor shall make available an online catalog to allow eligible agencies to make purchases through the State's eProcurement System (ProcureAZ). The features and functions of any online ordering catalog shall as a minimum include the following:

- Secured website.
- Access by standard web browsers
- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract that are within the general product categories establish by this contract
- Any items that are excluded from this contract shall not be included.

12.2 **Access.** The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to "Punch-Out" of the State's eProcurement system, and select contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their Punch-Out connection.

12.3 **Timeframe.** The "Punch-Out" capability shall be functional within the first six months of the contract begin date.

12.4 **Cost.** The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

13. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages

13.1 DEFINITION – A.R.S. § 13–2501.

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

13.2 PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

13.2.1 A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any person confined in a correctional facility; or
- By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

13.2.2 Promoting prison contraband is a Class 5 felony.

14. PANDEMIC CONTRACTUAL PERFORMANCE

14.1 The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

14.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

14.3 The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

15. I.T. 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

16. RISK AND LIABILITY

16.1 INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

16.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Damage to Rented Premises	\$ 25,000
• Each Occurrence	\$ 500,000



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$500,000
 - a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by the A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

Version 9 (Revised 7-1-2013)

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 3.2. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.9. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.10. **Offshore Performance of Work Prohibited.**
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

4. Costs and Payments

- 4.1. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. **Applicable Taxes.**
 - 4.3.1. **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

- 6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 8.5. **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- 9.1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. **Termination for Default.**
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.



UNIFORM TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



END OF DOCUMENT

Solicitation No.: ADSP014-00003418

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

This Page Intentionally Left Blank

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT B
Award and Rate Sheet



OFFER AND ACCEPTANCE

Solicitation No.: ADSP014-00003418

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07-475015R

Federal Employer Identification No.:

Phone: 602-275-8521

Fax: 602-275-9632

Wesco Distribution (dba Brown Wholesale Electric)

Company Name

3425 E Van Buren #140

Address

Phoenix

AZ

85008

City

State

Zip

Laurel Sundberg

Signature of Person Authorized to Sign Offer

Laurel Sundberg

Printed Name

10-18-13

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS ☒ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP014-64773

The effective date of the Contract shall be: 2/1/14

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

31st day of January 2014

Procurement Officer

Available online at
Procure.AZ.gov

Proposed Product - Lighting - WESCO Distribution wvn Wholesale Electric

Manufacturer	Product #	Description	Items per UOM	UOM	Catalog/List Price	Discount % Offered	Contract Price	Green /Energy Efficient (Y/N)
Philips Lighting	281279	F32T8/ADV841/XLL/ALTO 28 Watt. Linear fluorescent, T8, 52000HR, Cool, 4100K, G13. Meets 2012 lighting leg energy standards.	1	e	\$34.94	89.00%	\$3.84	
Philips Lighting	281162	F32T8/TL841/XLL/ALTO 32 Watt. Linear fluorescent, T8, 85CRI, 52000HR, G13, 4100K, Cool. Meets 2012 lighting leg energy standards.	1	e	\$37.61	91.00%	\$3.38	
Philips Lighting	281576	F32T8/TL741/ALTO 32Watt. Linear fluorescent, T8, 78CRI, 36000HR, 48", Medium bi-Pin G13, 4100K. Meets 2012 lighting leg. Energy standards.	1	e	\$12.06	85.00%	\$1.81	
Philips Lighting	281204	F32T8/TL850/XLL/ALTO 32Watt. Fluorescent T8, 85CRI, 52000HR, 48", Medium bi-Pin. G13, 5000K, Meets 2012 light leg energy standards.	1	e	\$33.93	90.00%	\$3.39	
Philips Advance	ICN-2P32-N	Electronic ballast, T8, 120-277V, Centium, 1 or 2 lamp, offers energy-saving properties	1	e	\$92.13	86.00%	\$12.90	
Philips Lighting	404653	F28T5/835/ALTO 28Watt. Linear fluorescent, T5, White-neutral, 24000HR, 45.2", Miniature BiPin G5, Meets lighting leg energy standards, energy savings and low toxicity.	1	e	\$22.83	64.00%	\$8.22	
Philips Lighting	149039	PL-T 42W/841/A/4P/ALTO 42Watt. Dimmable, cool white, 4100K, 82CRI, 16000HR.	1	e	\$54.63	87.00%	\$7.10	
Philips Advance	IOPA-2P32-LW-N	Electronic ballast, T8, 120-277V, Instant Start, Low-Watt, 77BF, High Efficiency, Nema Premium rated.	1	e	\$98.17	87.00%	\$12.76	
avtron	13353-NX	Fluorescent lamp holder	1	e	\$159.18	41.00%	\$93.92	
Philips Lighting	345132	PL-L 36W/841/4P 36Watt. 4100K, 15000HR(3hr/start) or 20000HR(12hr/start), 82CRI, low mercury, dimmable, 4 pin. Single tube-bridged.	1	e	\$29.75	80.00%	\$5.95	
Philips Lighting	268334	PL-T 32W/835/A/4P/ALTO, 32Watt, 4100K, cool white, 82CRI, 16000HR, 4 pin, triple tube.	1	e	\$38.52	85.00%	\$5.78	
Philips Lighting	383364	PL-C 26W/835/4P/ALTO, 26Watt, 4 pin, 4100K, 82CRI, dimmable, double tube-bridged.	1	e	\$40.39	86.00%	\$5.65	
Philips Lighting	146852	PL-S 13W/841/2P/ALTO, 13Watt, cool white, 4100K, 10000HR, non-dimmable, 82CRI, Single tube-bridged.	1	e	\$12.03	87.00%	\$1.56	
Philips Lighting	274845	MH250/U, 250Watt. Switch start Metal halide, 65CRI, cool white, mogul base-brass, 10000HR, 4000K, ED28.	1	e	\$99.13	87.00%	\$12.89	
Philips Lighting	368811	C400S1/ALTO, 400W High pressure sodium, mogul base-brass, ED18, 2100K, 24000HR	1	e	\$103.93	92.00%	\$8.31	
Philips Lighting	427237	4F15/END/2700-E26 DIM, LED 5Watt-25W equivalent, warm white, 25000HR, 2700K, E26 cap base screw type.	1	e	\$12.95	3.00%	\$12.56	
Philips Advance	ICF-2S26-H1-LD-K	CFL Ballast, Electronic, 29W-54W input watts, 120-277V, 1 or 2 lamp 26W; 1 lamp 32W or 42W Smartmate	1	e	\$116.89	81.00%	\$22.21	

Category	Discount off Catalog	Manufacturer	Date Published
HEAT SHRINK TUBING	10%	3M Company	2/4/2013
LUGS	14%	3M Company	2/4/2013
SPICES & TERMINATIONS	14%	3M Company	2/4/2013
TAPES	16%	3M Company	2/4/2013
TOOLS	5%	3M Company	2/4/2013
WIRE CONNECTORS	5%	3M Company	2/4/2013
ELECTRONIC	82%	Advance Transformer Company	7/1/2012
FLUORESCENT	82%	Advance Transformer Company	7/1/2012
H.I.D.	82%	Advance Transformer Company	7/1/2012
CONDUIT BODIES	40%	Appleton Electric	9/2/2013
CORD CONNECTORS	26%	Appleton Electric	9/2/2013
EMT CONDUIT FITTINGS	36%	Appleton Electric	9/2/2013
EXPLOSION PROOF FITTINGS	40%	Appleton Electric	9/2/2013
FS/FD BOXES	40%	Appleton Electric	9/2/2013
LIQUID TIGHT CONNECTORS	34%	Appleton Electric	9/2/2013
STRAPS, HANGERS, BEAM CLAMPS	38%	Appleton Electric	9/2/2013
CABLE TIES	50%	Burndy Corporation	4/1/2013
FASTENERS & ACCESSORIES	10%	Burndy Corporation	4/1/2013
LUGS	35%	Burndy Corporation	4/1/2013
TOOLS	4%	Burndy Corporation	4/1/2013
WIRE PULLING LUBRICANTS	30%	Burndy Corporation	4/1/2013
STRAPS, HANGERS, BEAM CLAMPS	14%	Caddy Fasteners	8/1/2012
ALL THREADED ROD	43%	Cooper B-Line	4/1/2013
FITTING FASTENERS	20%	Cooper B-Line	4/1/2013
HARDWARE-FITTINGS-BEAM CLAMPS-HANGERS AND SUPPORT	43%	Cooper B-Line	4/1/2013
PIPE CLAMPS	43%	Cooper B-Line	4/1/2013
STRUT FITTINGS	35%	Cooper B-Line	4/1/2013
VIBRA CLAMPS	43%	Cooper B-Line	4/1/2013
ATC	60%	Cooper Bussmann	2/1/2013
BALANCE OF BP-CPDS SHEET ITEMS	42%	Cooper Bussmann	2/1/2013
DUAL ELEMENT	60%	Cooper Bussmann	2/1/2013
FUSE BLOCKS / HOLDERS	60%	Cooper Bussmann	2/1/2013
FWA SEMI-CONDUCTOR FUSES	60%	Cooper Bussmann	2/1/2013
GLASS	60%	Cooper Bussmann	2/1/2013
JJN	60%	Cooper Bussmann	2/1/2013
JJS	60%	Cooper Bussmann	2/1/2013
JKS CLASS J	60%	Cooper Bussmann	2/1/2013
KLM 13/32" X 1 1/2" NON-TIME DELAY	60%	Cooper Bussmann	2/1/2013
KLU	60%	Cooper Bussmann	2/1/2013
KTK-R CLASS CC	60%	Cooper Bussmann	2/1/2013
KTN-R	60%	Cooper Bussmann	2/1/2013
KTS-R	60%	Cooper Bussmann	2/1/2013
LKN/LKS SUPER-LAG RENEWABLE LINKS	60%	Cooper Bussmann	2/1/2013
LOW PEAK / AMP TRAP	60%	Cooper Bussmann	2/1/2013
MEDIUM VOLTAGE E & R RATED FUSES	60%	Cooper Bussmann	2/1/2013
MIDGET	42%	Cooper Bussmann	2/1/2013
NON ONE TIME FUSES	60%	Cooper Bussmann	2/1/2013
NOS ONE TIME FUSES	60%	Cooper Bussmann	2/1/2013
SL TRON TIME-DELAG TYPE S PLUG	60%	Cooper Bussmann	2/1/2013
TL TRON TIME-DELAY PLUG FUSE	60%	Cooper Bussmann	2/1/2013
CIRCUIT BREAKERS	60%	Cooper Bussmann	2/1/2013
CONDUIT BODIES	15%	Cooper Crouse-Hinds	4/1/2013
CORD CONNECTORS	10%	Cooper Crouse-Hinds	4/1/2013
EXPLOSION PROOF FITTINGS	10%	Cooper Crouse-Hinds	4/1/2013
FS/FD BOXES	10%	Cooper Crouse-Hinds	4/1/2013
HAZARDOUS LOCATION BOXES	10%	Cooper Crouse-Hinds	4/1/2013
HAZARDOUS LOCATIONS	10%	Cooper Crouse-Hinds	4/1/2013
FASTENERS & ACCESSORIES	15%	Cooper Crouse-Hinds	4/1/2013
CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	34%	Dottie, L.H., Company	2/1/2012
CORD CONNECTORS	65%	EGS, ETP, Neer	9/2/2013
EMT CONDUIT FITTINGS	55%	EGS, ETP, Neer	9/2/2013
ETP-4QS STEEL LIQUIDTIGHT CONNECTORS	52%	EGS, ETP, Neer	9/2/2013
LIQUID TIGHT CONNECTORS	62%	EGS, ETP, Neer	9/2/2013
	53%	EGS, ETP, Neer	9/2/2013

METALLIC OUTLET BOXES & COVERS		45% EGS, ETP, Neer	9/2/2013
NEER-EMT FITTINGS, STRAPS, SET-SCREW CONDUIT BODIE		72% EGS, ETP, Neer	9/2/2013
NEER-LOCKNUTS AND BUSHINGS		65% EGS, ETP, Neer	9/2/2013
STRAPS, HANGERS, BEAM CLAMPS		14% Ericson Manufacturing Company	1/1/2013
TOOLS		5% Greenlee Textron, Inc.	5/1/2013
FIBERGLASS		40% Hoffman Enclosures	2/18/2013
METALLIC - NEMA 1		65% Hoffman Enclosures	2/18/2013
METALLIC - NEMA 12 & 4 JIC		43% Hoffman Enclosures	2/18/2013
WIREWAY		40% Hoffman Enclosures	2/18/2013
NON-HAZARDOUS	(Cost +10%)	-10% Hubbell Lighting, Inc.	12/16/2019
CABLE TIES		10% Ideal Industries, Inc.	3/1/2013
FASTENERS & ACCESSORIES		14% Ideal Industries, Inc.	3/1/2013
HEAT SHRINK TUBING		10% Ideal Industries, Inc.	3/1/2013
LOCKOUT, TAGOUTS & WIRE MARKERS		15% Ideal Industries, Inc.	3/1/2013
TERMINAL BLOCK ACCESSORIES		10% Ideal Industries, Inc.	3/1/2013
TERMINALS (STA-KONS)		19% Ideal Industries, Inc.	3/1/2013
TOOLS		25% Ideal Industries, Inc.	3/1/2013
WIRE CONNECTORS		14% Ideal Industries, Inc.	3/1/2013
WIRE PULLING LUBRICANTS		8% Ideal Industries, Inc.	3/1/2013
EXIT / EMERGENCY	(Cost +10%)	-10% Lithonia Lighting Company	none avail
NON-HAZARDOUS	(Cost +10%)	-10% Lithonia Lighting Company	none avail
BALANCE OF LINE-LESS MFG EXCLUDED ITEMS		42% MERSEN, Inc.	3/1/2013
DUAL ELEMENT		23% MERSEN, Inc.	3/1/2013
FUSE BLOCKS / HOLDERS		28% MERSEN, Inc.	3/1/2013
GLASS		31% MERSEN, Inc.	3/1/2013
LOW PEAK / AMP TRAP		40% MERSEN, Inc.	3/1/2013
MIDGET		42% MERSEN, Inc.	3/1/2013
EXCLUDED LARGE LAMP		85% Phillips Lighting	7/1/2012
FLUORESCENT		90% Phillips Lighting	7/1/2012
HALOGEN		90% Phillips Lighting	7/1/2012
INCANDESCENT		90% Phillips Lighting	7/1/2012
LED		50% Phillips Lighting	7/1/2012
MERCURY / HPS		90% Phillips Lighting	7/1/2012
SL / PL		90% Phillips Lighting	7/1/2012
BALANCE OF COVERS		80% Steel City	3/26/2012
BRACE SUPPORTS		80% Steel City	3/26/2012
DIE CAST FITTINGS & ACCESSORY		65% Steel City	3/26/2012
EMT CONDUIT FITTINGS		65% Steel City	3/26/2012
FIRE ALARM BOXES		80% Steel City	3/26/2012
FLOOR BOXES		28% Steel City	3/26/2012
LIQUID TIGHT CONNECTORS		80% Steel City	3/26/2012
NATIONAL BOX NET SHEET		80% Steel City	3/26/2012
RIGID/IMC CONDUIT FITTINGS		65% Steel City	3/26/2012
STAINLESS STEEL EMT STRAPS		75% Steel City	3/26/2012
STRAPS, HANGERS, BEAM CLAMPS		50% Steel City	3/26/2012
THREADED ROD		28% Steel City	3/26/2012
LUGS		40% T&B Blackburn	3/26/2012
CABLE TIES		40% T&B Catamount	3/26/2012
BULK TERMINALS, CABLE TIES & CONNECTORS		25% T&B Corporation	3/26/2012
CABLE TIES		30% T&B Corporation	3/26/2012
FASTENERS & ACCESSORIES		25% T&B Corporation	3/26/2012
FLOOR BOXES		40% T&B Corporation	3/26/2012
HEAT SHRINK TUBING		13% T&B Corporation	3/26/2012
HUBS		42% T&B Corporation	3/26/2012
LIQUID TIGHT CONNECTORS		38% T&B Corporation	3/26/2012
LOCKOUT, TAGOUTS & WIRE MARKERS		20% T&B Corporation	3/26/2012
LUGS		60% T&B Corporation	3/26/2012
RIGID/IMC CONDUIT FITTINGS		30% T&B Corporation	3/26/2012
TERMINALS (STA-KONS)		25% T&B Corporation	3/26/2012
WIRING DUCT		30% T&B Corporation	3/26/2012
BALLASTS FOR ELECTRICAL COMPACT FLUORESCENT LAMPS		53% Universal Lighting Technologies, Inc.	5/16/2011
BALLASTS FOR HIGH INTENSITY DIS LAMPS AND PARTS		53% Universal Lighting Technologies, Inc.	5/16/2011
TRIAD ELECTRONIC BALLAST FLUOR LAMPS		53% Universal Lighting Technologies, Inc.	5/16/2011
SURFACE RACEWAY		9% Wiremold	5/1/2011
FLOOR BOXES		19% Wiring Device-Kellems	6/26/2013

G.F.I.'S

INDUSTRIAL WIRING DEVICES

OCCUPANCY SENSORS

PIN & SLEEVE - NON & HAZARDOUS LOCATION

SW, RECEPTS, PLUGS, CONN-COMMERCIAL

SW, RECEPTS, PLUGS, CONN-INDUSTRIAL

WIRING DEVICES

34% Wiring Device-Kellems

19% Wiring Device-Kellems

22% Wiring Device-Kellems

11% Wiring Device-Kellems

19% Wiring Device-Kellems

34% Wiring Device-Kellems

19% Wiring Device-Kellems

6/26/2013

6/26/2013

6/26/2013

6/26/2013

6/26/2013

6/26/2013

6/26/2013

You must complete information in the cells of columns E through K and Column M for your interest to be considered for this criterion.

1 Columns B describes each of the blue items covered being requested.

- 2 Column C provides the estimated yearly usage for the item based on previous usage liberalization and projected demand. This number is an estimate only and is not to be confused as a guarantee for future purchases.
- 3 Columns E through I: Offense shall complete these columns describing the item being offered which meets the minimum specifications described.
- 4 Column J: Offense shall enter the Catalog List Price for the item you are proposing. The Catalog List Price must not exceed 2 digits to the right of the decimal point. (e.g., \$5.00)
- 5 Column K: Offeror shall enter the Proposed Discount from the published catalog list price for the item being offered. The Proposed Discount percentage must be the same for all items regardless of purchasing year. The Proposed Discount percentage must not exceed 4 digits to the right of the decimal point (e.g., -10.37%).
- 6 Column M: Offense shall complete the column indicating if the offered product is environmentally friendly or energy efficient. (Y=Yes or No=No).

Company Name

Current Product		Proposed Product	
Part Number	Description	Part Number	Description
CONDUIT 3/4" BMT	25000 Feet	CONDUIT 3/4" BMT	1
CONDUIT 1/2" BMT	20000 Feet	CONDUIT 1/2" BMT	1
CONDUIT 3/4" PVC SCHEDULE -40	10000 Feet	CONDUIT, PVC, 3/4" SCH40	1
CONDUIT 1/2" LIQUID TIGHT FLEXIBLE ELECTRO GALVANIZED STEEL	3000 Feet	CONDUIT, 1/2" LIQUID TIGHT, FLEX, GALV STEEL	1
WIRE 12 THERMOPLASTIC HIGH HEAT-RESISTANT NYLON COATED (THHN) STRAND BLACK 500F	20000 Feet	WIRE #12, THHN, BLK, STR, 500F	1
WIRE 12 THHN SOLID WHITE 500F	18000 Feet	WIRE #12, THHN, WHIT, SOL, 500F	1
WIRE 12 THHN STRAND WHITE 500F	18000 Feet	WIRE #12, THHN, WHIT, STR, 500F	1
WIRE 12 THHN SOLID BLACK 500F	15000 Feet	WIRE #12, THHN, BLK, SOL, 500F	1
ANCHOR: 1/4" x 1 1/4" IN ZINC	7000 Feet	ANCHOR, 1/4" x 1 1/4"	100
ANCHOR: 1/4" x 1 IN ZINC	5000	ANCHOR, 1/4" x 1	100
ANCHOR: 1/4" x 2 IN ZINC	4000	ANCHOR, 1/4" x 2	100
WIRE NUT SIZE 72B WIRE CONNECTOR 600 VOLT MAX	7000	WIRE NUT, HIGH TEMP, BLK, 100BX	100
Access 1 #18 W/1 #20 to 4 #16 AWG wire combinations			
WIRE NUT SIZE #51 WIRE CONNECTOR 600 VOLT MAX	5500	WIRE NUT, YELLOW, TW, 100BX	100
Access 2 #18 to 3 #12 AWG wire combinations			
WIRE NUT SIZE 72B WIRE CONNECTOR 300 VOLT MAX	5000	WIRE NUT, BLUE, TW, 100BX	100
Access 2 #22 to 3 #16 AWG wire combinations			
4 SQUARE GALVANIZED STEEL BOX 2-1/8" x 1/2" & 3/4" Knockouts	1200	4 SQUARE BOX, 1/2" AND 3/4" KO	1
DUPLEX RECEPTACLE 20A, 120V NONT	1000	DUPLEX RECEPT, 20A, 125V, NONT	1
4 SQUARE PRE-GALVANIZED STEEL, BLANK BOX COVER	1200	4 SQUARE BLANK COVER	1
WALL SWITCH TOGGLE 1 POLE 20A 120V	1000	WALL SWITCH, 20A, 120V/277V, SP-116	1
ELECTRICAL BOX GALVANIZED STEEL, 1/2" & 3/4" IN KNOCKOUTS 4" SQ 2 IN	1000	4 SQUARE BOX, 1/2" AND 3/4" KO	1
WALL PLATE 1 GANG SINGLE RECEPTACLE SILVER	1500	WALL PLATE, STAINLESS STEEL, 1-40"	1
2 GANG BLANK BOX COVER SILVER	1000	WALL PLATE, BLANK, STAINLESS STEEL	1
STRAIGHT BLADE PLUG 15A 125V NEHA 5-15P	1000	PLUG, NEHA, STRAIGHT BLADE, NEHAS 15P	1
1/2" 1 HOLE SNAP ON BMT STEEL STRAP	7000	1/2" 1 HOLE STEEL STRAP	100
3/4" 1 HOLE SNAP ON BMT STEEL STRAP	4000	3/4" 1 HOLE STEEL STRAP	100
1/2" 2 HOLE SNAP ON BMT STEEL STRAP	3000	1/2" 2 HOLE STEEL STRAP	100
ELECTRICAL TAPE 3/4" x 66' BLACK	1500	ELECTRICAL TAPE, 3/4" x 66', VINYL, BLK	1

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

**EXHIBIT C
Scope of Work**

PROJECT

Provide electrical and lighting supplies for city facilities on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$30,000 annually or \$120,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide electrical and lighting supplies for city facilities on an as needed basis.