CITY OF STOCKTON

COOPERATIVE PURCHASE AGREEMENT

Cooperative Name:	Western States Contracting Alliance (WSCA), now NASPO Value Point
Contractor:	W.W. Grainger Inc.
Master Price Agreement Number:	7-11-51-02
State of California Participation Addendum Effective Date:	July 29, 2011

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions of a State of California political subdivision granted to any such subdivisions under the Master Price Agreement and State of California Participation Addendum, as such may be amended from time to time.

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

City and Contractor do hereby enter into this Agreement. Any person signing this Agreement on behalf of City or Contractor does represent and warrants that he or she has full authority to do so.

CITY OF STOCKTON

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

_____
Print name

Title: _____

WSCA Facilities MRO

Multi-State Contracts for Facilities Maintenance Repair & Operation (MRO), Lighting Products, Industrial Supplies and Tools

State of Nevada Contract Number 1862

Facilities MRO Sourcing Team

Gail Burchett, Nevada – Lead State Procurement Facilitator

Ted Fosket, Alaska

Michael Johnson, Nevada

Andy Mobley, South Dakota

Bill Bolliger, Oregon

Larry Thacker, Utah

Lee Costley, Arkansas

Tony De Luca, Connecticut

Keli Hardcastle, Nevada – Procurement Facilitator

Douglas Richins, WSCA

Procurement Process

- Compliant with the State of Nevada Statutes
- Met with prospective vendors before release of RFP to discuss draft
- Release Date – August 10, 2010
- Pre-Proposal Conference – September 8, 2010
- Proposal opening date – October 20, 2010

Procurement Process cont.

Suppliers allowed to respond for all states but must be for one entire state and for one entire category

- Total Proposals Received – 37
  - 1 received late
  - 10 did not meet mandatory requirements
  - 26 evaluated

Evaluation Process

Mandatory Requirements

Desirable Features 500 possible points

Pricing 500 possible points

Grand total 1,000 total points

Awardees

ALL STATES – All Categories

- W. W. Grainger, Inc. 907.79
- Fastenal Company 840.26
- MSC Industrial Supply 801.02

INDIVIDUAL STATES – Specific Categories

- Codale Electric (ID,NV,UT,WY)
- Conserve A Watt (CO,UT)
- Industrial Supply (AZ,ID,NV,UT)
- North Coast Electric (AK,AZ,ID,OR,WA)

Two Different Types of Multiple Awards.

1. Multiple Award All States:
All Categories

Fastenal Company
W. W. Grainger, Inc.
MSC Industrial Supply

2. Multiple Award for Individual States:

Codale Electric
Lamp Category Only
Idaho – Nevada – Utah - Wyoming

Conserve A Watt
Lamp Category Only
Colorado – Utah

Industrial Supply Company
Paint, Batteries, Cleaning, Hand tools, power tools, Garden tools and supplies, Fasteners, Security and Welding only
Arizona –Idaho - Nevada – Utah

North Coast Electric
Lamp and Batteries Categories Only
Alaska – Arizona – Idaho – Oregon - Washington

Mandatory Contract Requirements

- Ordering Capability
- FOB Destination
- Internet Ordering
- E Commerce Description
- Storage of Electronic Data
- Catalogs both on-line, soft copy and hard copy
- P-Card Acceptance and Level III Reporting
- Force Substitution Policy
- Customer Service Representatives
- Training programs

Scored Desirable Features of the Contract

- Return Policy
- Distribution Points and Product Availability
- Contract Management
- E Commerce and Web Capabilities
- Delivery Implementation and Communication
- Shipping Policy
- Implementation of Contract
- Reporting Capabilities
- Sustainability Practices
- Disaster Recovery both Information and Assistance to States During an emergency
- ESB/MBE/WBE, DVOB and CRP / QRF
- Retail Store Purchases/Will Call
- Contract Growth Incentives

Market Basket

Based on over 1,400 items in 18 categories from all states contract usage in 2009

Specific Pricing for each Market Basket Item

Categories

- Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)
- Air Filters
- Lamps, Ballasts and Fixtures
- Cleaning
- Material Handling Repairs
- Security
- Motors and Accessories
- Electrical Repairs and Equipment
- Fasteners
- Batteries and Flashlights
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Pneumatic Tools
- Power Tools and Accessories
- Safety
- Hand Tools
- Welding and Soldering

Category Discount off list for non-market basket items comparisons

Per Contractor

Percentage Off list

- Fastenal - 23% for all categories except fasteners (55%)
- MSC - 12% for all categories
- Grainger - 15% - 45% depending on the category

- Codale – % off list on an “per order” basis
- Conserve – A –Watt % off list on an “per order” basis
- Industrial Supply Co - 39% for all offered categories
- North Coast – 10% for all offered categories

Contract Highlights

Per Contractor

FASTENAL

Key Elements of this contract are:

- Excellent Market Basket Pricing all Categories
- Online Catalog, Ordering and Reporting Capabilities
- Customized WSCA catalog
- Representatives located throughout each State
- Excellent Disaster Recovery/Emergency Assistance Plan
- Training at no charge available
- Strong in MBE/WBE etc.
- Over 2300 Store locations through out U.S.
- Offer Incentive Program of 2% discount after over all sales reach $50,000,000
- Special pricing for large volume single orders

FASTENAL

- Freight Policy:

No freight charges on catalog item orders (Alaska, Hawaii may have up charge)

- Shipping:

Deliveries of in-stock items 24-48 hours after receipt of order

Many store locations within each State – Local stores will stock most used items at their location

FASTENAL

Representative Information

Name: **Donnalee Papenfuss, WSCA Contract Administrator**

Telephone: **(507) 453-8339**

Fax: **(507) 494-7669**

E-mail: **dpapenfu@fastenal.com**

MSC

Key Elements of this contract are:

- **Excellent Market Basket Pricing all Categories**
- **Online Catalog, Ordering and Reporting Capabilities**
- **Can print invoices immediately from website**
- **Representatives located throughout each State**
- **90 Branches and 4 Central Warehouse Centers within U.S.**
- **Excellent Disaster Recovery/Emergency assistance plan including immediate deployment of trailer with essential items**
- **Training at no charge available**
- **Strong in MBE/WBE etc.**
- **Special pricing for large volume single orders**

MSC

- Freight Policy:

No freight charges on catalog item orders (Alaska, Hawaii may have up charge)

- Shipping:

Deliveries of in-stock items 24 hours after receipt of order if order is received by 8:00 p.m.

MSC

Representative Information

Name: **David Ottenstein, State Government Team Manager**

Telephone: **(904) 519-6002**

Fax: **(904) 519-6003**

E-mail: **ottenstd@mscdirect.com**

GRAINGER

Key Elements of this contract are:

- **Previous WSCA contract holder for 9 years**
- **Excellent Market Basket Pricing all Categories**
- **Online Catalog, Ordering and Reporting Capabilities**
- **Customized WSCA catalog**
- **Real time inventory available on website**
- **Representatives located throughout each State**
- **Excellent Disaster Recovery/Emergency assistance plan**
- **Training at no charge available**
- **Strong in MBE/WBE etc.**
- **Incentive Plan – better discounts as volume increases**
- **Special pricing for large volume single orders**

GRAINGER

- Special Incentive Plan Per State:

  <u>Single Award Administrative Fee/Rebate</u>:

- Participating State issues Grainger a single, exclusive, sole award will receive additional 2% Single Award Administrative Fee

- Single Award , Grainger will also provide the State with a Specific Market Basket of 100 critical items for that State that will be aggressively priced (“Customized Market Basket”)

- Participating State will be eligible for such Single Award Administrative Fee and the Customized Market Basket for so long as Grainger is the sole provider of MRO products to the State.

GRAINGER

- **Freight Policy:**

  No freight charges including Alaska and Hawaii

- **Shipping:**

  Deliveries 24 -48 hours after receipt of order
  Sourced items may require longer delivery
  Many store locations within each State
  Many Distribution Centers through out U.S.

GRAINGER

Representative Information

Name: **Doug D'Alessio, Senior Government Sales Manager**

Telephone: **(916) 503-0229**

Fax: **(916) 471-0515**

E-mail: **Doug.M.D'Alessio@grainger.com**

CODALE ELECTRIC

Idaho, Nevada, Utah and Wyoming

Key Elements of this contract are:

Awarded offering for Lamps and Ballast Category Only

- **Excellent Market Basket Pricing for Category**
- **Representation in the named States**
- **Excellent customer service (based on past history with Utah)**
- **Website user friendly**
- **Training at no charge available**
- **Strong in sustainability practices**
- **Special pricing for large volume single orders**

CODALE ELECTRIC

- Freight Policy:

No freight charges

- Shipping:

Deliveries of in-stock items 24 -48 hours after receipt of order if order

CODALE ELECTRIC

Representative Information

Name: **Larry Collard, Lighting Specialist**

Telephone: **(801) 975-7300**

Fax: **(801) 977-8833**

E-mail: **larryc@codale.com**

CONSERVE-A-WATT Colorado and Utah

Key Elements of this contract are:

Awarded offering for Lamps and Ballast Category Only

- **Excellent Market Basket Pricing for Category**
- **Representation in the named States -**
- **Implementation within 30 days for named States**
- **Training at no charge available**
- **Strong in sustainability practices**
- **Special pricing for large volume single orders**

CONSERVE-A-WATT

- Freight Policy:

No freight charges

- Shipping:

Deliveries of in-stock items 24 -48 hours after receipt of order

CONSERVE-A-WATT

Key WSCA Contact person:

Name: Sarah Hanus, Administrator
Telephone: (303) 629-0066 or (800) 666-5483
Fax: (303) 893-3315
E-mail: sarah@cawlighting.com

INDUSTRIAL SUPPLY
Arizona, Nevada, Utah

Key Elements of this contract are:

- **Awarded multiple categories based on excellent market basket pricing.**
- **Paint, Batteries, Cleaning, Hand Tools, Power Tools, Garden Tools and Supplies, Fasteners, Security and Welding**
- **Representative available in the named States**
- **Quick Implementation plan for named States**

INDUSTRIAL SUPPLY

- Freight Policy:

No freight charges

- Shipping:

Deliveries of in-stock items 48 hours after receipt of order if order

Training:

Training at no charge available

INDUSTRIAL SUPPLY

Name Chris Bateman, Vice President

Telephone: (801) 484-8644

Fax: (801) 487-0469

E-mail: cbateman@indsupply.com

NORTH COAST ELECTRIC

Alaska, Arizona, Idaho, Oregon and Washington

Key Elements of this contract are:

- **Awarded offering for Lamps and Ballast and Batteries Categories Only**
- **Excellent Market Basket Pricing for named categories**
- **Representation in the named States**
- **Discrepancy report reviewed daily**
- **Disaster Recovery Plan for State Emergencies**
- **Training at no charge available**

NORTH COAST ELECTRIC

- Freight Policy:

No freight charges within named States

- Shipping:

Deliveries of in-stock items 48 hours after receipt of order if order

NORTH COAST ELECTRIC

Name: **Karry D. Yoerger,**
Business Automation Manager
Telephone: **(503) 630-2770**
Fax: **(503) 630-2779**
E-mail: **kyoerger@ncelec.com**

Who Can Use

- All Participating WSCA States
- All Participating NASPO States
- Any Political Sub-Division with permission from Participating State and the Chief Procurement Official

WSCA Contact Manager Info.

Gail Burchett, Purchasing Officer II

State of Nevada

(775) 684-0172

gburchet@purchasing.state.nv.us

Keli Hardcastle, Purchasing Technician II

State of Nevada

(775) 684-0187

khardcastle@purchasing.state.nv.us

Next Steps

- Each Participating State needs to execute Participating Addendum(s) as desired with selected contractors

- Participating Addendum Process

Where's the Information

- Nevada State Purchasing Website
  http://purchasing.state.nv.us/
- WSCA Website:
  www.aboutwsca.org or **www.wsca.info**

Through the Participating Addendums, States May

- Select Contractors
- Include their own State Administrative Fee
- Include (unique) required Terms and Conditions
- Identify options for Political Subdivisions

Eligibility Process

- In all cases **STATE CHIEF PROCUREMENT OFFICIAL** will have the final say on who can and cannot participate within a state
- The WNCDT will contact State Chief Procurement Officials directly to start process (so expect emails from wncoopdt@gmail.com)
- All 50 states and DC have executed the NASPO Cooperative MOA, so are eligible to use any WSCA or NASPO cooperative contract, at their choice

Who Can Participate?

- Participation at several different levels (can be confusing so we will ask lots of questions, please be patient)

1. State signs a Participating Addenda for entire state and its cooperative purchasing venture
   - Every legally eligible entity in the state can use
2. State signs a Participating Addenda ONLY for non state entities
   - Every legally eligible entity that is not a STATE agency can use
3. State does not sign a Participating Addenda
   - Every political subdivision PA within that state must be approved by the state chief procurement official
     - Sometimes individually
     - Sometimes by entity

Participation Process

- In case you determine that you will not enter into a state-level participating addendum, the WNCDT would like to understand how you want to proceed if other governmental or potentially eligible entities might want to participate
  - Especially for non-profit entities (501(c)(3))
- The WNCDT will process questions from potentially eligible entities for you, unless you specifically tell us to do something else
- The following process will be used when other states or entities wish to participate

Details

How do we get people signed up?

1 – email request from entity (can be through contract providers) as long as these details are included: contact individual's name, full name of entity, phone number, email address, physical address

2 – WNCDT will email state director and request authorization for participation

3 – WNCDT will email back both contract providers and entity with authorization to proceed to complete the participating addendum

4 – Entity completes the contract provider's draft participating addendum (from the WNCDT), negotiates signs it and forwards it to contract providers point of contact [this can be done by scanning signed documents if that is permitted by the entity]

5 – Contract providers point of contact signs participating addendum and forwards to WNCDT at wncoopdt@gmail.com

6 – WNCDT will annotate on the participating addendum state authorization, create a PDF file of the participating addendum and the state authorization

7 – WNCDT will forward copies of the PDF file to entity, contract providers point of contact and the entity

WSCA/NASPO Cooperative Development Team (Kate and Paul) will complete steps 6 and 7 in one working day

Then What?

- Participating addenda will be posted on NASPO and WSCA websites
  - This is done to provide easy, direct access for your agencies, political subdivisions and other entities eligible to participate under your authority

- Contract Providers can create and maintain state specific landing pages from their main contract landing page

Thank You

- Please let the WNCDT know if we can be of any assistance:
  - Kathryn Offerdahl, WSCA/NASPO Cooperative Development Analyst (kofferdahl@armms.com)
  - Paul Stembler, WSCA/NASPO Cooperative Development Coordinator (pstembler@amrms.com)
  - We use wncoopdt@gmail.com to keep traffic about these contracts concentrated in one location



Questions ??



THANK YOU

Attachment C

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Ste. 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

The Nevada Division of Purchasing
Request for Proposal No. 1862
on behalf of the Western States Contracting Alliance (WSCA)
For

A MULTI-STATE CONTRACT FOR FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS

Release Date: August 20, 2010
Deadline for Submission and Opening Date and Time:
October 7, 2010 @ 2:00 p.m.

For additional information, please contact:
Gail Burchett, Purchasing Officer
gburchet@purchasing.state.nv.us
(775) 684-0170
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0170/V.)

Contact Information

This document must be submitted in the "State Documents" section/tab of proposers' technical proposal

See Page 19, for instructions on submitting proposals.

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

Approved 05/07/02
Revised 10/1/09

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A Request for Proposal process is different from an Invitation to Bid. The State expects proposers to submit creative, competitive solutions to the agency's stated problem or need, as specified below. Proposers may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division on behalf of the Western States Contracting Alliance (WSCA) has administered a very successful multi-state contracting effort for over (8) eight years for the products which are the subject of this new solicitation. During calendar year 2009, over 35 States have participated in the contract and purchased over $360,000,000.00 in products. The current contract will soon expire. Accordingly the State of Nevada Purchasing Division on behalf of WSCA is seeking a supplier or suppliers to provide Facilities Maintenance, Lighting Products, Industrial Supplies and Tools. Proposals will be considered from qualified proposers that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

- Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)
- Air Filters
- Lamps, Ballasts and Fixtures
- Cleaning
- Material Handling Repairs
- Security
- Motors and Accessories
- Electrical Repairs and Equipment
- Fasteners
- Batteries and Flashlights
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Pneumatic Tools
- Power Tools and Accessories
- Safety
- Hand Tools
- Welding and Soldering

This procurement contemplates a multi-state scope and may result in more than one award. The award(s) will consider, but not be limited to the following factors.

- Experience in performance of comparable engagements/References
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Return Policy
- Distribution points
- Delivery
- Shipping

- Reporting Capabilities
- Contract Management
- Disaster Recovery Plan
- ESB/MBE& WBE Programs
- Retail Store/Will Call Availability
- Growth Incentives
- Reasonableness of pricing
- Range of commodities offered
- Scope of geographical coverage offered
- The States' judgments concerning the proposer's capability to meet demand within the proposed geographical area
- Web based ordering System
- The quality and availability of recycling or environmental conservation programs, including products offered
- The marking of green products in the on-line catalog when applicable
- The favorability of the terms under which the proposer will do business
- Other criteria as may be listed in the "Desirables" Section Four of this proposal
- Other proposer programs, capabilities, and product characteristics judged to provide additional value or administrative pricing savings to the Participating States

While the primary purpose of this solicitation is to select a proposer(s) who can offer the supplies for all Participating States, proposers are permitted to submit a proposal on more limited geographical areas, however, not less than one entire Participating State. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas (e.g. A single state) where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

The Participating State may elect to designate the resulting contracts as permissive, or mandatory.

1.1. VOLUME DISCOUNTS

General
Additional volume and other price discount options are encouraged, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

Cumulative Ordering Volume Discounts
The proposer is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the proposer. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

Additional Volume Discount for Minimum Order Quantity
The proposer is also invited to identify additional discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by proposer for minimum orders, so long as a single delivery location at the discretion of the Purchasing Entity is specified.

Minimum Orders
No minimum dollar or item count is allowed on orders from Authorized Purchasers. Participating States reserves the right to authorize a minimum via their Participating Addendums.

1.2. CATEGORIES

This proposal has been divided into categories with items that generally represent those most frequently purchased during the previous contract period. These commodities are listed in the pricing section, Attachment H, of this solicitation.

1.3. ADMINISTRATIVE FEES

The successful proposer will remit to the WSCA an Administrative Fee in the amount of one-half of one percent (.5%) of the total sales from this contract.

1.3.1. The pricing listed on the "Pricing Schedule" of this proposal shall include the WSCA Administrative Fee.

ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

1.3.2. A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review.

1.3.3. In addition to the WSCA contract administration fee as stated above, some Participating States may also require an administrative fee. Specific State Administrative Fees may be added to the price of each item.

1.4. ESTIMATED PURCHASES

The total purchase of any individual item on the contract is not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item

for the contract period. The Purchasing Division does not guarantee that the Participating States will buy any or all estimated amounts of any specified item or any total amount.

1.5. CONTRACT LENGTH

The contract period shall be for an initial three (3) years with the option to extend for one (1) additional (3) three year term provided:

- There are no changes in terms;
- The contractor(s) agree to the extension; and
- The extension is in the best interest of WSCA and the Participating States.

1.6. ALLOWABLE PRICE INCREASES

- Pricing changes must be held firm for the first year of the contract. Pricing may be amended semi-annually thereafter.
- Price increases may be allowed after the first year of the contract provided that the changes are mutually agreed upon by both WSCA and the contractor(s) and conclusive evidence of a need for the price increase is substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide. Any price decreases shall be immediately passed along to the purchaser.

1.7. CONTRACT PARTICIPANTS

Apart from the Lead State conducting the solicitation, the States indicated in Attachment F have signified their intent to enter into a contract. This Intent to Participate is not binding. Other States may use awards based on this solicitation at any time during the contract period.

1.8. PARTICIPATING ADDENDUMS

- A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.
- A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.
- Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA) through execution of Participating Addendums.
- A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.
- The Participating State and the Contractor shall negotiate and agree upon any addition terms and conditions prior to the signing and execution of the Participating Addendum.
- States are not mandated to sign a Participating Addendum with all awarded vendors.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Proposer The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

Authorized Purchaser	A State or other authorized entity participating on this WSCA contract that places orders.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to pricing or price submitted in support of a proposal or proposal. The term does not include the amount of a proposal or proposal. See NRS §333.020(5) (b).
Division	Department of Administration, Purchasing Division.
E-Commerce	The buying and selling of products or services over the Internet
Forced Substitution	The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the purchasing entity."
Goods	"Goods" means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities (Article 8) and things in action. NRS §104.2105.
Green Products	"Green products" mean "environmentally preferable products" in this solicitation. Green products are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison applies to life cycle of a product extraction of raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.
LOI	Letter of Intent - notification of the State's intent to award a contract to a proposer, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Level III Reporting	Detailed Procurement Card reporting consistent with Credit Card industry standards.
MSA	Master Service Agreement
May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code
NASPO	National Association of State Procurement Officials. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.
MSDS	Material Safety and Data Sheets

NRS	Nevada Revised Statutes
NOA	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Participating State	Before award a Participating State refers to those that has signed Intent to Participate and is listed in this RFP. After award a Participating State is one who has signed a Participating Addendum.
Proposer	Organization/individual submitting a proposal in response to this RFP.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030 (5) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the State may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
Sourcing Team	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the proposer, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the proposer.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

WSCA The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

3. SCOPE OF WORK- THIS SECTION IS MANDATORY- PROPOSERS MUST MEET THE FOLLOWING CRITERIA FOR THEIR PROPOSAL TO BE ACCEPTED AND SCORED BY THE SOURCING TEAM.

3.1. ORDERING CAPABILITIES

Orders resulting from this contract will be placed directly with the proposer by the individual Purchasing Entity. The proposer must have toll free telephone and fax numbers for use by those entities located outside of the proposer's toll free area. The proposer will ship and bill as requested by the purchasing agency. The purchasing agency will remit payment directly to the proposer. As an example, there are approximately 1,000 possible separate delivery locations within the State of Nevada. The number of locations will vary by Participating States.

3.1.1. Please supply your toll free telephone and facsimile number.

3.1.2. In addition to the items shown on Attachment H, Purchasing Entities will be allowed to order from a successful proposer's catalog(s) and website for delivery anywhere within the Participating States. WSCA requires internet catalogs that are web based or contained on media for use on a personal computer. Any awarded proposer must make catalogs available on CD upon request to any Purchasing Entity.

3.1.3. Catalog(s) must be submitted with the proposal as described in the Submittal instructions, Section 9.

3.2. F.O.B. DESTINATION

Prices for all items associated with this contract are to be FOB Destination anywhere within the Participating States or geographic area offered. Any exceptions to this provision must be clearly stated on Attachment B of this document.

3.3. INTERNET ORDERING

Successful proposer shall provide Internet Catalogs for all agencies as described below.

3.3.1 Internet Catalogs available? _____ Yes _____ No

3.3.1. Provide a descriptive narrative for the type of internet catalog offered, and a URL link.

3.3.2. Vendors must designate market basket items in their on-line catalogs for ease of ordering. What symbol or marking will you use to identify market basket items?

3.3.3. Vendors shall designate all environmental preferable products (EPP) in their on-line catalogs. Describe the designation (symbol) that you will use to identify these EPP products.

3.4. E-COMMERCE DESCRIPTION

The successful proposer shall have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of the Participating States. Provide a clear narrative addressing the statement above.

3.5. E- COMMERCE and WEB CATALOG CAPABILITIES

Proposers must explain their E-Commerce capabilities in detail. Proposers must have, at a minimum, the E-Commerce and web site catalog capabilities listed below. Please provide a brief explanation of how your web site catalog provides these features.

- Multiple search options from narrow options to specific search criteria;
- Display contract pricing;
- Have workflow management controls;
- On-line ordering capability;
- Order status and order tracking capabilities;
- Order history;
- Allow users to develop personal lists and profiles, and a secure means for storing procurement card information;
- Online help to use site should be available at minimum during normal work hours.
- Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing is required;
- Allow viewers to view on line Proposer's product availability by location; and
- Ability to block certain items or categories.
- Ability to accept "P-Card" payments.

3.5.1. Web-based Catalog available? _____ Yes _____ No

3.5.2. Contract pricing available on line? _____ Yes _____ No

3.5.3. Online workflow management? _____ Yes _____ No

3.5.4. Order Status/Tracking Online? _____ Yes _____ No

3.5.5. Order History? _____ Yes _____ No

3.5.6. Personal Lists? _____ Yes _____ No

3.5.7. Online Availability? _____ Yes _____ No

3.5.8. EPP Products identified in Catalog? _____ Yes _____ No

3.6. STORAGE OF ELECTRONIC DATA

Describe in detail how the electronic information for each Participating State shall be stored. Do you have a dual system as a back up in the unlikely event that the main

information storehouse becomes unusable? Provide a general description of security protocol including storage of data, ordering security and data file security.

3.7. CATALOGS

The successful proposer must provide paper and/or computer media catalogs to all agencies upon request for the duration of this contract.

3.8. PROCUREMENT CARD POLICY

The successful proposer must offer the capability to accept procurement cards as an acceptable form of payment. Level III reporting is preferred.

3.8.1. Procurement Cards Accepted? _____ Yes _____ No

3.8.2. Explain in detail your reporting capabilities for procurement card transactions.

3.9. FORCED SUBSTITUTIONS

Forced substitutions are not allowed. If an ordered item is out of stock, the vendor must notify the purchasing entity for prior approval before substituting for the out of stock item. Explain your methodology for items that are discontinued or out of stock. This must include your substitution policy.

Explain how you will notify customers about out of stock items and how you will provide information about how the substituted product compares with the product that is out of stock.

3.10. CUSTOMER SERVICE REPRESENTATIVES

Proposers shall provide each authorized purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.

3.10.1. Service representatives shall be available, at a minimum, from 8:00 am to 5:00 pm in **EACH** time zone, Monday through Friday. Service representatives shall be available by phone (via local or toll free number), fax, or email during the required times for each participating state.

3.10.1.1. This solicitation is for all States and all time zones. Describe how you will manage the servicing of the contract for each time zone.

3.10.1.2. Provide an Emergency number and contact for after hours use.

3.10.1.3. All service representatives shall have online access to account information and provide a timely response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing questions, and contract compliance requirements.

3.10.1.4. Describe in detail the process that shall be used to ensure adequate service representatives will be available.

3.11. TRAINING

Proposer shall provide all training as necessary at no additional pricing to all Participating States on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

3.11.1. Describe in detail the Proposer's ability to offer training that may be required to ensure purchasing entities have a thorough understanding of all ordering processes including any online systems. No pricing for product training, safety training, or travel and per Diem.

4. DESIRABLE SECTION - THIS SECTION SHALL HAVE POINTS AWARDED FOR EACH SECTION.

1000 points is the total amount of points allowed for this solicitation. The desirable section of this RFP shall represent 50% (500 points) of the total points awarded for this solicitation. 50% (500 points) of the total points awarded shall be for the pricing section of this solicitation, i.e. Attachments H and I.

4.1. RETURN POLICY

What is your standard return policy?

4.2. DISTRIBUTION POINTS

It is desirable that a successful proposer has inside and outside sales staff and distribution facilities located in all Participating States or geographic area offered. Proposers must provide the locations of their distribution points and information regarding sales staff for each Participating States or geographic area offered.

4.3. CONTRACT MANAGEMENT

Describe the Proposer's strategy for contract management and sales support including roles and responsibilities as they relate to each participating state for each of the proposed account teams that will handle contract management issues.

4.3.1. It is desired that proposers have a representative(s) that has the sole responsibility of management of this WSCA contract. Provide a list the name(s) and title(s) of the dedicated WSCA representative(s) per region or State.

4.3.2. Does your contract management include customer training? Please provide a detailed narrative including, at a minimum, the following:

- Energy efficient lighting;
- New products;
- Equipment and operation- Manufacturer/certified set up and training;
- Seminars; and
- Other such as green products.

4.4. DELIVERY

Delivery time for in-stock items should not exceed 24-48 hours for all points within in the Participating States. Non-stocked items must be delivered within 10 working days. The Participating States reserve the right to impose restrictions. Explain in detail your delivery policy.

4.4.1. Specify Guaranteed Delivery Time for In-Stock Items.

4.4.2. Specify Guaranteed Delivery Time for Non-Stock Items.

4.4.3. MSDS must accompany all orders at the time of delivery (where applicable).

The Participating States expect high delivery standards from all contractors. Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's participating addendum(s).

4.5. SHIPPING

All shipments are to be delivered directly to the purchasing department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- Authorized Purchaser;
- Delivery Address;
- Purchasing entity and floor;
- Contact; and
- Telephone number.

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- Line item description;
- Date ordered;
- Quantity ordered;
- Quantity included in shipment;
- Any backordered items;
- Unit Price and extension;
- Number of parcels;
- Purchase Order Number;
- Purchasing entity name; and
- F.O.B. Destination.

4.6. IMPLEMENTATION

Implementation of this contract is vital to the Participating States. Describe in detail your implementation program including an estimated time line to include at minimum the following points.

4.6.1. Describe in detail the Proposer's implementation plan, including all process steps.

4.6.2. Detail the specific information, resources, and assistance the proposer will require from each Participating State to implement the contract.

4.6.3. Describe how soon from execution of the Participating Addendum the online ordering system will be available to each Participating State. If a phased

implementation is planned in terms of limited functionality vs. complete functionality, please specify.

4.6.4. Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity.

4.6.5. Describe any customization abilities for different States or political subdivisions within a Participating State.

4.7. REPORTING CAPABILITIES

The proposer shall provide the State of Nevada Purchasing Division information on all reports that are available without charge, to include a brief description of the report and the frequency. The State of Nevada and Participating States will decide which reports are required and notify the successful proposer(s). If there are other reports available at additional pricing, information on these reports is also required. Please note the reporting requirement in the WSCA terms and conditions.

In addition to the reporting capabilities requested above please thoroughly explain your company auditing policy to ensure that pricing and services are in compliance with the contract. Explain your policy for revenue recovery in the event that any auditing reveals incorrect pricing.

4.8. SUSTAINABILITY/ENVIRONMENTAL PRACTICES

Sustainability and sound environmental practices are important to many of the Participating States. Thoroughly describe your sustainability and environmental practices that you currently have in place. This description should include the following:

4.8.1. Describe Proposer's environmental practices that are applicable to items that Proposer markets. Provide links to your published statements and policies.

4.8.2. Use of single plastic resins in plastic components weighing more than 100 grams; Clear and visible labeling of plastic types in components weighing more than 25 grams.

4.8.3. Avoidance of paints, including metallic paints on any internal or external plastic housings.

4.8.4. Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.

4.8.5. Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List subcontractors if any you use for these services. List any fees or conditions for these services. Certificates of Disposal must be provided for hazardous waste. This is an EPA requirement.

4.8.6. All proposers are encouraged to offer packaging which minimizes or eliminates the use of disposable containers; is made from recycled content; contains a minimum of 25% by weight of post consumer materials; and/or meets or exceeds

the minimum post consumer content level for respective packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.

Proposers are encouraged to provide packaging that does not contain inks, dyes, pigments, adhesives, stabilizers, or any other additives to which any lead, cadmium, mercury or hexavalent chromium has been included as an element during manufacture or distribution in such a way that the sum of the concentrations levels of such lead, cadmium, mercury or hexavalent chromium exceed the following concentration level: 100 parts per million by weight (0.01%).

Describe in detail how your packaging complies with the above criteria. Describe in detail how your shipping promotes environmentally sound practices as listed above.

4.8.7. Explain on-line search capabilities for products that are environmentally safe.

4.8.8. Describe on-line and catalog descriptions that explain 3rd party certifications and in-house green labeling criteria.

4.8.9. All drums shall remain the property of the supplier. Empty drums shall not become the property of the affected state entity under any circumstance or condition. All empty drums, including their respective caps, plugs, or bungs, shall be collected by the supplier within a reasonable time frame specified by the affected state entity for reuse or recycling via the most reasonable transport method.

4.9. DISASTER RECOVERY

Please describe your emergency management plan to aid States during an emergency or disaster recovery. Be specific as to response time, supplies availability and other goods and services that you offer.

4.10. EMERGING SMALL BUSINESS (ESB), MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISE (WBE), and DISABLED VETERAN OWNED BUSINESS

Some Participating States, may desire to purchase products and services from ESB/MBE/WBE/DV companies. Some Participating States may or may not have an ESB/MBE/WBE/DV program and therefore each state will integrate this desirable into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. Please explain how the Proposer will provide opportunity for, ESB/MBE/WBE/DV companies.

At a minimum, the following policies and practices must be described in detail:

4.10.1 Describe in detail how the Proposer will work with the registered companies to determine what products can be a part of the contract.

4.10.2 Describe in detail how the Proposer will track all ESB/MBE/WBE Products and services, including ordering, delivery, and invoicing.

4.10.3 Provide a list of Products that may be available to be purchased from ESB/MBE/WBE companies under the proposed Contract.

4.10.4 Describe how Proposer will make best efforts to increase the number of Products available to Authorized Purchasers under the Contract acquired from ESB/MBE/WBE businesses.

4.10.5 Describe what other products or services the Proposer can offer within a category that supports ESB/MBE/WBE suppliers.

4.11 Community Rehabilitation Program (CRP) / Qualified Rehabilitative Facilities (QRF):

4.11.1 Describe how the Proposer supports the use of products and/or services sourced from QRF and the CRP programs.

4.12 RETAIL STORE PURCHASES/WILL CALL:

Describe the availability of contracted items through Proposer's branch locations. Please provide a list of branch locations that provide a will call service in each of the Participating States.

Provide a narrative that explains how authorized purchasers will be able to make purchases at will call branch locations, make payment for those items and have those items included in the reporting described as described in Section 4.7.

4.13 GROWTH INCENTIVES:

4.13.1 Describe in detail any contract growth incentives, e.g. larger revenue, different levels of discounts for large orders that may be offered to the Participating States/purchasing agency.

4.13.2 Describe in detail any incremental pricing incentives for on-line ordering verses fax or call in ordering.

5. COMPANY BACKGROUND AND REFERENCES

5.1. PRIMARY PROPOSER INFORMATION

Proposers must provide a company profile. Information provided shall include:

5.1.1. Company ownership (sole proprietor, partnership, etc).

5.1.1.1. Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded proposer, unless specifically exempted by NRS §80.015.

5.1.1.2. The selected proposer, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

5.1.2. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable. Officers of the corporation involved in any litigation?

5.1.3. Location(s) of the company offices and location of the office that will provide the services described in this RFP.

5.1.4. Number of employees both locally and nationally.

5.1.5. Location(s) from which employees will be assigned.

5.1.6. Name, address and telephone number along with their years of industry experience and years of employment with Proposer's organization for the following personnel that will be overseeing the entire WSCA Contract at the Management Level.

5.1.7. Company background/history and why proposer is qualified to provide the services described in this RFP.

5.1.8. Length of time proposer has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

5.1.9. Has the proposer ever been engaged under contract by any Participating State?
[ ] Yes [ ] No If "Yes," specify when, for what duties, and for which agency.

5.1.10. Is the proposer or any of the proposer's employees employed by a Participating States or any of its political subdivisions?
[ ] Yes [ ] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

5.1.11. **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**

5.1.11.1. Dun and Bradstreet number

5.1.11.2. Federal Tax Identification Number

5.1.11.3. The last two - (2) years and current year interim:
Profit and Loss Statement
Balance Statement

5.1.12. Is the proposer currently under litigation in any Participating State? If the answer is yes please briefly describe.

5.1.13. Has the proposer been party to any litigation in the past? If the answer is yes please briefly describe.

5.2. REFERENCES

Proposers shall provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Proposers are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the proposer's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the proposer's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

5.2.1. Client name;

5.2.2. Project description;

5.2.3. Project dates (starting and ending);

5.2.4. Staff assigned to reference engagement that will be designated for work per this RFP;
5.2.5. Client project manager name, telephone number, fax number and e-mail address.

6. SUBCONTRACTOR INFORMATION

6.1. Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", proposer must:

6.1.1. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

6.1.2. Provide the same information for any proposed subcontractors as requested in the Primary Proposer Information section.

6.1.3. References as specified above must be provided for any proposed subcontractors.

6.1.4. The State may require that the awarded proposer provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.

6.1.5. Primary proposer shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

6.1.6. Primary proposer must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

7. PRICING

Note: All Pricing Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. 1862", please refer to the Submittal Instructions for further instruction.

7.1. The discount percentages as listed below must be in the Pricing Proposal and not be submitted with the Technical or Confidential response. These percentages will be scored in the pricing section only.

7.1.1. Percentage off items not included in the market basket must be listed in the pricing proposal. This percentage may vary by category.

7.1.2. Contract prices represent-ceiling prices for the supplies and services priced in the award(s). The proposer shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the

awarded proposer agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

7.1.3. Proposers must provide detailed fixed prices for all items listed in the market basket categories in the Pricing Proposal section of this RFP.

8. PAYMENT

8.1. Payment for the contracted service will be within 45 days upon receipt of invoice and the using agency's approval. No interest on overdue payments may be charged.

8.2. Invoices are to be submitted per order.

8.3. Proposers may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of WSCA. The State does not issue payment prior to receipt of goods or services.

9. SUBMITTAL INSTRUCTIONS

9.1. A pre-proposal submission conference will be held as listed in the time line below. The location of the conference will be Reno, Nevada. Vendors will be requested to register for the conference (Attachment J) and will be advised of the address and time via an amendment on or before September 1, 2010. In addition to this pre-proposal submission conference, the Nevada Purchasing Division will accept questions and/or comments in writing as described below.

The deadline for submitting questions is September 16, 2010 at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective proposers on or about September 22, 2010 at 5:00 p.m.

The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at http://purchasing.state.nv.us/services/sdocs.htm. Select this RFP number and the "Question" link.

9.2. RFP Timeline

TASK	***DATE/TIME***
Pre-proposal submission conference in Reno, NV	September 8, 2010 @1:00 p.m.
Deadline for submitting questions	September 16, 2010 @ 5:00 p.m.
Answers to all questions submitted available on/about	September 22, 2010 @ 5:00 p.m.
Deadline for submittal of Reference Questionnaires	October 1, 2010 @ 5:00 p.m.
Deadline for submission and opening of proposals	**October 7, 2010 @ 2:00 p.m.**
Evaluation period	October 10, 2010 thru November 4, 2010

Letter(s) of Intent issued	November 17, 2010
Award(s) issued	November 29, 2010
Contract(s) Start Date	January 1, 2011

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

9.3. Proposal submission requirements:

9.3.1. Proposers shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER" - sent to Nevada State Purchasing.
Six (6) identical copies. One (1) each of these copies to be sent to the sourcing team listed in Section 9.3.3
Six (6) copies sent to Nevada State Purchasing
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include pricing or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No.1862"

Part II: Pricing Proposal:

One (1) original marked "MASTER" send to Nevada State Purchasing.
Twelve (12) identical copies all sent to Nevada State Purchasing.
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.
One (1) copy of your catalog. Please provide a link to your web based catalog (preferable) or catalog on CD.

Pricing Proposal shall be submitted to the State in a sealed package and be clearly marked:

"**Pricing Proposal in Response to RFP No. 1862"**

Part III: Confidential Information:

One (1) original marked "MASTER" sent to Nevada State Purchasing.
One (1) identical copy sent to Nevada State Purchasing.
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.) sent to Nevada State Purchasing.

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

"Confidential Information in Response to RFP No. 1862"

If the separately sealed proposal, marked as required above, is enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO**.: 1862**
PROPOSAL OPENING DATE: October 7, 2010
FOR: **A Multi-state Contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools**

9.3.2. **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, October 7, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.

9.3.3. **One copy of each Technical Proposal (Part I) shall be submitted to**:

Attention: Larry Thacker
State of Utah, Division of Purchasing and General Services
3150 State Office Building
Salt Lake City, UT 84114

PMB 01231
Attn. Andy Mobley
South Dakota Office of Procurement Management
523 E. Capitol Ave
Pierre, SD 57501-3182

Attn: Ted Fosket
State of Alaska, Department of Administration
Division of General Services
333 Willoughby Avenue
7th Floor State Office Building
Juneau, AK 99811

Attn: Lee Costley
State of Arkansas, Office of State Procurement
1509 w 7th street, 3rd floor
Little Rock, Ar. 72201

Attn: Bill Bolliger
State of Oregon Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Tony DeLuca
State of Connecticut, Procurement Programs and Services
165 Capitol Avenue
Hartford, Conn. 06106

The remaining copies documents as listed in Section 9.3.1 shall be sent to the State of Nevada, Purchasing Division.
Attn: Gail Burchett, Purchasing Officer
515 E. Musser Street, Ste. 300
Carson City, NV 89701

9.4. The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile; e-mail or written notice provided such notice is received prior to the opening of the proposals.

9.5. Although it is a public opening, only the names of the proposers submitting proposals will be announced NRS §333.335(6). Technical and pricing details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.

9.6. If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.

9.7. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

9.8. If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

9.9. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis

should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

9.10. Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

9.11. The proposal must be signed by the individual(s) legally authorized to bind the proposer, see NRS §333.337.

9.12. For ease of responding to the RFP, proposers are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, CD, or on the State Purchasing Division's website in PDF or Word format at http://purchasing.state.nv.us. When requesting an RFP via e-mail or diskette, proposers should contact the Purchasing Division for assistance. In the event proposers choose to receive the RFP on CD, the proposer will be responsible for providing a blank CD; unless proposers provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.

9.13. Proposers utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.

9.14. ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective proposers or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

9.15. Proposer who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.16. If a proposer changes any material RFP language, proposer's response may be deemed non-responsive. NRS §333.311.

9.17. Proposers are cautioned that some services may contain licensing requirement(s). Proposers shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-

responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

10. PROPOSAL EVALUATION AND AWARD PROCESS

10.1. Proposals that are determined to meet the mandatory section of this RFP shall be evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed below in no particular order.

- Experience in performance of comparable engagements/References;
- Conformance with the terms of this RFP;
- Expertise and availability of key personnel;
- Return Policy;
- Distribution points;
- Delivery;
- Shipping;
- Reporting Capabilities;
- Contract Management;
- Disaster Recovery Plan;
- ESB/MBE& WBE Programs;
- Retail Store/Will Call Availability;
- Growth Incentives;
- Reasonableness of pricing;
- Range of commodities offered;
- Scope of geographical coverage offered;
- The States' judgments concerning the proposer's capability to meet demand within the proposed geographical area;
- Web based ordering System;
- The quality and availability of recycling or environmental conservation programs;
- The marking/identification of green products in the on-line catalog when applicable;
- The favorability of the terms under which the proposer will do business;
- Other criteria as may be listed in the "Desirables" Section Four of this proposal; and
- Other proposer programs, capabilities, and product characteristics judged to provide additional value or administrative pricing savings to the Participating States.

Note: Financial stability will be scored on a pass/fail basis

Proposals shall be kept confidential until a contract is awarded.

The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

10.2. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the proposer's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

10.3. Clarification discussions may, at the State's sole option, be conducted with proposers who submit proposals determined to be acceptable and competitive NAC §333.165. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.

10.4. A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing proposers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposers may negotiate a contract with the next highest scoring proposer or withdraw the RFP.

10.5. Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

11. TERMS, CONDITIONS AND EXCEPTIONS

11.1. Performance of proposers will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Proposers will be notified in writing of their rating.

11.2. This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

11.3. The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

11.4. The State reserves the right to waive informalities and minor irregularities in proposals received.

11.5. The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

11.6. The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).

11.7. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective proposers.

11.8. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.

11.9. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

11.10. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

11.11. Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

11.12. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

11.13. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, proposer or prospective proposer. Collaboration among competing proposers about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.

11.14. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

11.15. Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded proposer agrees to provide the purchased services at the pricings, rates and fees as set forth in their proposal in response to this RFP. No other pricings, rates or fees shall be payable to the awarded proposer for implementation of their proposal.

11.16. The State is not liable for any pricings incurred by proposers prior to entering into a formal contract. Pricings of developing the proposal or any other such expenses incurred by the proposer in responding to the RFP, are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

11.17. All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the proposer's request and expense. The master Technical Proposal, the master Pricing Proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master pricing will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

11.18. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to aproposale by the awarded proposer's obligations.

11.19. The awarded proposer will be the sole point of contract responsibility. The State will look solely to the awarded proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded proposer shall not be relieved for the non-performance of any or all subcontractors.

11.20. The awarded proposer must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded proposer has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded proposer's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a proposer should be accompanied by a detailed explanation regarding the proposer's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

11.21. Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a proposer. The State

reserves the right to disqualify any proposer on the grounds of actual or apparent conflict of interest.

11.22. The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.

11.23. Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

11.24. The State reserves the right to negotiate final contract terms with any proposer selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

11.25. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any proposer misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

11.26. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

11.27. The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

11.28. Any unsuccessful proposer may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.

11.29. Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

11.30. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

11.31. In accordance with SB395, the State of Nevada, Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program

established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302 or (b) The purchase of these items that have received the Energy Star label would not be pricing-effective in an individual instance, comparing the pricing of the items to the pricing of the amount of energy that will be saved over the useful life of the item.

(The remainder of this page is intentionally left blank)

12. SUBMISSION CHECKLIST

This checklist is provided for proposer's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I: **Completed**

1. Required number of Technical proposals (per Submittal Instructions) _____

2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents";** _____

    a. Page 1 of the RFP completed _____

    b. All Amendments completed and signed _____

    c. Primary Proposer Attachments A & B signed _____

    d. Subcontractor Attachment A & B signed (if applicable) _____

    e. Primary Proposer Information provided _____

    f. Subcontractor Information provided (if applicable) _____

    g. Certificate of Insurance _____

    h. (other) _____ _____

Part II:

1. Required number of Pricing proposals (per Submittal Instructions) _____

2. (other) _____ _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____

2. Financial Information _____

REMINDERS:

1. Send out Reference forms for Primary Proposer (with Part A completed) _____

2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
PRIMARY PROPOSER

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030 (5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers' technical and pricing proposals become public information. In accordance with the Submittal Instructions of this document, proposers are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should proposers not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES _____

NO _____

SIGNATURE _____ _____
Primary Proposer Date

PRINT NAME _____
Primary Proposer

This document must be submitted in the "State Documents" section/tab of proposers' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030 (5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers' technical and pricing proposals become public information. In accordance with the Submittal Instructions of this document, proposers are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should proposers not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES _____

NO _____

SIGNATURE _____ _____
Subcontractor Date

PRINT NAME _____
Subcontractor

This document must be submitted in the "State Documents" section/tab of proposers' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
PRIMARY PROPOSER

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and proposer's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Primary Proposer Date

PRINT NAME _____
Primary Proposer

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of proposers' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
SUBCONTRACTOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and proposer's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Primary Proposer Date

PRINT NAME _____
Primary Proposer

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of proposers' technical proposal

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to proposers interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for proposers to complete the Contract Form with their proposal responses.

All proposers are required to submit a Certificate of Insurance in the "State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, proposers may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

Attachment C

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

And

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. DEFINITIONS. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have executed a Participating Addendum. "Buyer" means any state agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods under the terms and conditions set forth in this contract. "Solicitation" means RFP #1862 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This contract shall be effective from _____ subject to the WSCA Directors' approval to _____, unless sooner terminated by either party as specified in paragraph (21).
4. NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #_____ (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: INSURANCE REQUIREMENTS

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

7. PROPOSAL SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the proposal is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, proposals have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance have not been considered.

8. ACCEPTANCE OR REJECTION OF PROPOSALS, AND AWARD. WSCA has the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein. This contract is based the lowest responsive and responsible proposal and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

9. PROPOSAL SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a proposer's request, transportation collect.

10. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the offered pricing. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. In the case of error in the extension of prices in the proposal, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for proposal purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Proposal prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the proposal, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the proposer in proposal preparation.

11. PAYMENT. Payment for completion of a contract is normally made within forty five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

12. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

13. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

14. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

15. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

16. DELIVERY. The prices proposed shall be the delivered price to any Participating State, agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

17. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements**.**

18. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

19. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for pricings authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and

practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2). terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future proposal solicitations.

Winding Up Affairs upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to offset under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

21. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and pricings. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. Nevada may offset consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

22. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach.

Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

23. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and pricings, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the Participating States and their officers, agencies, employees, harmless from and against any damage, pricing or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

26. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment proposal and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may offset against consideration due any delinquent government obligation in accordance with NRS 353C.190.

27. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

28. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

29. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation.

The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

30. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

31. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to aproposale by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and proposers are bound by this provision.

32. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

33. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

34. NON-COLLUSION. Contractor certifies that this contract and the underlying proposal, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other proposer of materials, supplies, equipment or services described in the invitation to proposal, designed to limit independent proposalding or competition.

35. WARRANTIES.

a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

36. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

37. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

38. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (e.g., colleges, school districts, counties, cites, etc.,) of the Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

39. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

40. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

41. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

42. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between

any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date Independent's Contractor's Title
Signature	Date Title
Greg Smith, Administrator, State of Nevada	On (Date)

Approved as to form by:

Deputy Attorney General for Attorney General	On (Date)

ATTACHMENT BB
INSURANCE SCHEDULE

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with minimum limits of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:

   $2,000,000.00 General Aggregate
   $1,000,000.00 Products & Completed Operations Aggregate
   $ 0.00 Personal and Advertising Injury
   $1,000,000.00 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$500,000.00** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
   The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance – (may be required by some participating States)

1) Minimum Limit required: $_____Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

General Requirements*:*

b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars ($5,000.00) per occurrence, unless otherwise approved.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.

f. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State (Nevada).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title	
Signature- State of Nevada	Date	Title	

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing proposers to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing proposer or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

Questions regarding the reference form or process, contact the designee listed on the cover page.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Ste. 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

RFP #1862 REFERENCE QUESTIONNAIRE
FOR:
A Multi-state Contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

Part A: _____
(Name of company requesting reference)

☐ As Primary Proposer
☐ As Subcontractor of _____
Name of Primary Proposer

Part B:
This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us at (775) 684-0188, Attn: Keli Hardcastle no later than October 1, 2010 @ 5:00 p.m. PT and **must not** be returned to the company requesting the reference. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this proposer in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the proposer's flexibility relative to changes in the project scope and timelines?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the proposer?
___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the proposer and your staff?
___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the proposer's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the proposer?
___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this proposer's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this proposer's services are you least satisfied?
COMMENTS:

10. Would you recommend this proposer's services to your organization again?
COMMENTS:

Attachment E

WSCA TERMS AND CONDITIONS

Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order id delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements**.**

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: June 2010

Attachment F

SAMPLE INTENT TO PARTICIPATE

SAMPLE PARTICIPATING ADDENDUM

1. Scope: This addendum covers the WSCA Industrial Supplies Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the executing Participating State.)
(Replace this with specific changes or a statement that No Changes Are Required)

4. Lease Agreements:
Lease Agreements Are NOT Authorized By This Contract

5. Primary Contacts: The primary government contact individuals for this participating addendum are as follows (or their named successors):

Lead State
Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division, 515 E. Musser Street Suite 300, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor
Name:
Address:
Telephone:
Fax;
E-mail:

Participating State (Entity)
Name:
Address:
Telephone:
Fax:
E-mail:

6. Subcontractors:
NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: XXXX.

This Participating Addendum and the Master Price Agreement number XXXX (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

Attachment G

STATES INTENDING TO PARTICIPATE

STATES WITH NO ADDITIONAL TERMS AND CONDITIONS:

(please note that all States reserve the right to negotiate additional terms or conditions into their Participating Addendums)

- Alaska
- Arkansas
- Colorado
- Connecticut
- Florida
- Georgia
- Hawaii
- Idaho
- Iowa
- Louisiana
- Minnesota
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Mexico
- North Carolina
- North Dakota
- Ohio
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Utah
- West Virginia

STATES INTENDING TO PARTICIPATE THAT HAVE PROVIDED UNIQUE TERMS AND CONDITIONS

- Arizona
- Delaware
- Maine
- Vermont
- Washington

ADDITIONAL OR UNIQUE TERMS AND CONDITIONS PER STATE

Arizona

1. DEFINITIONS:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.

"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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"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.

"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.

"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.

"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.

"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.

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

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 it's 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 (i) Special Terms and Conditions; (ii) Uniform Terms and Conditions; (iii) Statement or Scope of Work; (iv) Specifications; (v)Attachments; (vi) Exhibits; (vii) 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.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-9 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

noncompliance 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 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

3.9 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world.

Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4. COST 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. The Contractor shall be responsible for paying all applicable 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. 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. 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: Accept a decrease in price offered by the contractor; Cancel the Contract; or 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.

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 Subcontractor 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 – 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 Indemnification – 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. 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. Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; 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 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits. 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. 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: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and 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.

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 IT 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. 41-2531 and 2532 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination. 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. 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.

7.8 Federal Immigration and Nationality Act**.** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.9 Offshore Performance of Work. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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. Offerors shall declare all anticipated offshore services in the proposal.

7.10 Scrutinized Business Operations. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.

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. 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. 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.

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 interests 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. 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. 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. 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 DISPUTES

10.1 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.

10.2 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).

DELAWARE

CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:
The Contractor shall provide a manned emergency group with established emergency processes and procedures available at an 800 number that can be contacted twenty-four (24) hours a day, seven (7) days a week for response in the event of a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the State of Delaware Emergency Operations Plan.

DOCUMENT(S) EXECUTION**:**
The awarded vendor(s) is required to complete the new **W-9** Form by visiting the Division of Accounting's Website: http://accounting.delaware.gov

MAINE

2. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

3. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

4. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

VERMONT

Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms
Cooperative Procurements

1. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2. **Appropriations**: If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.

3. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor. The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

4. **Insurance**: Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. *Workers Compensation*: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. *General Liability and Property Damage*: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability
The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability
Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non owned coverage, used in connection with the contract. Limits of coverage shall not be less than: $1,000,000 combined single limit. Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this contract. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the

interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

5. **Set Off**: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

6. **No Gifts or Gratuities**: Contractor shall not give title, or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

7. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

RFP: INDUSTRIAL SUPPLIES

DATE: August 20, 2010

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 4 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 7 of the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to the State of Vermont Additional Terms and Conditions to the NASPO Terms and Conditions and Required Forms Cooperative Procurements.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ____ Yes ____ No
Insurance Certificate(s): Attached _____
Will provide upon notification of award _____
Delivery Offered: _____ days after notice of award
Terms of Sale: _____
(If Discount)
Quotation Valid for: _____ days Date: _____
Name of Company: _____
Contact Name: _____
Address: _____
Fax Number: _____
_____
E-mail: _____
By: _____
Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)
All returned quotes and related documents must be identified with our request for quote number.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United Sates. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced Bid Total Offshore Dollars Represents what % of total Contract Dollars. Outsourced Work Location (Country) Subcontractor If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont. Proposed Service to be Outsourced Bid Total if provided Onshore Bid Total if provided in Vermont Cost Impact Onshore Work Location Subcontractor
Name of Bidder: Signature of Bidder: Date

ENVIRONMENTAL INFORMATION FORM

June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.
ITEM # BRAND/MANUFACTURER % OF RECYCLED CONTENT % POST CONSUMER CONTENT

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.
ITEM PART # MERCURY CONTENT
Name of Bidder: Signature of Bidder: Date:

TOWNS AND SCHOOLS QUESTIONNAIRE
PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES[1] OF THE STATE OF VERMONT

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No

_____ If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____ If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs. It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

RESPONSE TITLE: FIRM NAME:

DATE: BY:

[1]Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

Washington

WASHINGTON STATE SPECIAL TERMS AND CONDITIONS

In Conjunction With:

WESTERN STATES CONTRACTING ALLIANCE
Cooperative Contract(s) for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

1.1 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Contract Usage Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

1.2 OTHER REQUIRED REPORT(S)

Contractor may be required to provide a detailed annual Contract Sales History Report that may include, but is not limited to: product(s) description, part number(s), per unit quantities sold, contract price, etc. in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement. Any reports required under this Contract must be delivered to the Contract Administrator.

1.3 CONTRACT ADMINISTRATION FEE

The Contract(s) will be subject to an Administration Fee. Contractor(s) will include this fee in its Bid pricing and not as a separate line item to Purchasers. The Contractor(s) will pay the Administrative Fee directly to the Department of General Administration on a quarterly basis and shall be due no later than 30 days after the end of each calendar quarter as specified in Item 1.1.

The Administration Fee will be 1% on all purchases made under the authority of the Contract, to customers in the State of Washington. Purchases are defined as total invoice price less sales tax. No taxes will be assessed against this Administration Fee.

1.4 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and Federal and State officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

Attachment H

MARKET BASKET PRICING SCHEDULE

(See the Microsoft Excel spreadsheet labeled Pricing Schedule)



WSCA RFP 1862
Pricing Sheet.xls

If you are unable to access the above inserted file, please contact Nevada State Purchasing at srypurch@purchasing.state.nv.us for an emailed copy.

Attachment I

PERCENTAGE OFF LIST PRICING SCHEDULE FOR ALL CATEGORIES

Percentage off list per category

Company Name _____

Please provide the percentage off of list pricing for any of the categories you want to propose in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e.10.3729% is acceptable while 10.37292% is not).

	Category	Discount
1.	HVAC	_____
2.	Air Filters	_____
3.	Lamps, Ballasts, Fixtures	_____
4.	Cleaning	_____
5.	Material Handling Repairs	_____
6.	Security	_____
7.	Motors and Accessories	_____
8.	Electrical Repairs and Equipment	_____
9.	Fasteners	_____
10.	Batteries and Flashlights	_____
11.	Outdoor Garden Supplies and Equipment	_____
12.	Paint and Accessories	_____
13.	Plumbing	_____
14.	Pneumatic Tools	_____
15.	Power Tools and Accessories	_____
16.	Safety	_____
17.	Hand Tools	_____
18.	Welding and Soldering	_____

Note: This Price Schedule must be submitted together with Attachment H (Market Basket Pricing Schedule) to the State as a separate, sealed package and clearly marked: "Pricing Proposal in Response to RFP No. 1862" per the Submittal Instructions in Section 9.

Attachment J

PRE PROPOSAL SUBMISSION CONFERENCE REGISTRATION FORM

PRE PROPOSAL CONFERENCE ATTENDANCE FORM

RFP 1862
A Multi-State Contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

The State of Nevada Purchasing Division on behalf of WSCA is conducting a pre-proposal conference for all interested vendors. This meeting is not mandatory.

The meeting date and time is: September 8, 2010 @ 1:00 p.m.

The meeting location is: Reno, Nevada. The address of the meeting shall be announced via an Amendment on or before September 1, 2010

Vendors must submit this form to attend the conference.

We request that no more than three (3) persons attend per company.

Forms must be completed and returned no later than September 6, 2010 @ 5:00 P.M.

Return completed form to:
Gail Burchett
Nevada State Purchasing Division
Email gburchet@purchasing.state.nv.us
Fax (775) 684-0188

Name of Company represented: _____

Name of person(s) attending site visit: _____

_____

_____

Phone number: _____

Fax number: _____

Email: _____

W. W. GRAINGER

ALL STATES

ALL CATEGORIES

STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada
Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City Nevada 89701
Contact: Gail Burchett, Purchasing Officer
Telephone: (775) 684- 0172 ● Facsimile: (775) 684-0188
And
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, Illinois, 60045
Contact: Doug D'Alessio, Senior Government Sales Manager
Telephone: (916) 503-0229 ● Facsimile: (916) 471-0515

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. DEFINITIONS. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1862 incorporated herein as Attachment BB. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2014, unless sooner terminated by either party as specified in paragraph (21).

4. CANCELLATION OF CONTRACT; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED TERMS
ATTACHMENT BB:	STATE OF NEVADA SOLICITATION # 1862 and all AMENDMENTS.
ATTACHMENT CC:	CONTRACTOR'S ORIGINAL RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment BB, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost as listed in the Pricing Section of Contractors Proposal known as Attachment CC Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance

with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the

special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2). terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate

$0.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

1) Minimum Limit required: **$500,000.00** Each Occurrence for bodily injury and property damage.
2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance **– This section shall be addressed in each State's Participating Addendum.**

1) Minimum Limit required: $_____Each Claim
2) Retroactive date: Prior to commencement of the performance of the contract
3) Discovery period: Three (3) years after termination date of contract.
4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

1) May be used to achieve the above minimum liability limits.
2) Shall be endorsed to state it is "As Broad as Primary Policy"

General Requirements:

b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars ($5,000.00) per occurrence, unless otherwise approved.
e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century

recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature | Date | SENIOR GOV SALES MANAGER
Independent's Contractor's Title

Signature | Date | Title

Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On 2-24-11
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 28 Feb 11
(Date)

Effective 04/07

ATTACHMENT AA

NEGOTIATED TERMS

GRAINGER
FOR THE ONES WHO GET IT DONE

January 31, 2011

Attn: Gail Burchett
State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, Nevada 89701

Re: WSCA RFP #1862

Dear Ms. Burchett:

Thank you for your January 27, 2011 letter of negotiation and clarification with regard to Grainger's Technical, Cost, and Confidential Proposal submissions to the State of Nevada ("State") and the Western States Contracting Alliance ("WSCA") Sourcing Team for RFP #1862.

In addition, thank you for taking the time to meet with Grainger today to discuss the final terms and conditions related to Grainger's response and the State's letter. It is Grainger's understanding that the State intends to incorporate their January 27, 2011 letter and this response letter to address certain questions and issues as part of the final definitive contract between Grainger and the State relative to WSCA Contract #1862.

- Pricing:

  Grainger agrees with the changes the State has suggested relative to paragraphs numbered 1 and 2 clarifying certain pricing obligations in their January 27, 2011 letter.

- Patent Indemnity:

  Relative to paragraph 7, Grainger and the State agree on the following language for Patent Indemnity:

  > "The Contractor shall defend, release, indemnify and hold the Buyer, its officers, agents and employees harmless from infringement of any copyrighted composition, secret process, patented article or appliance furnished or used in the performance of this contract. The contractor shall be immediately notified of any claims to fulfill obligation rights.

- Insurance:
  Grainger and the State agree to the following changes for the Insurance Requirements:

  - Professional Liability Insurance:

    To the extent that a state requires Professional Liability insurance, Grainger will either (i) negotiate with the state to provide this coverage or (ii) decline to enter into a contract with that state.

  - Grainger provides the following explanation of the insurance coverage Grainger will provide under WSCA Contract #1862 and unless the State advises otherwise, the State approves Grainger's proposed insurance coverage set forth below as meeting the requirements under WSCA Contract #1862:

    Under Grainger's current WSCA #7066 contract, Grainger has provided general liability, auto liability, and workers' compensation coverage that is acceptable to WSCA and which has met the contract requirements ("Granger's Policies"). The insurance deductibles under the Grainger Policies have ranged from $150,000 to $5,000,000. The Grainger Policies do not contain any self-insured retentions. This distinction is noteworthy because each deductible policy is fully collateralized with a letter of credit pledged to the insurer. Self-insured retentions do not include this feature. In the event that Grainger were unable to pay claims falling within the deductible, the insurer would use the proceeds of the letter of credit to satisfy any claim obligation.

    Grainger will provide this same coverage with the same features under Grainger's WSCA Contract #1862.

- Indemnity
  In paragraph 6 of the State's January 27, 2011 letter the State agrees that the indemnification language in WSCA Contract #7066 is acceptable and shall replace the indemnification language suggested in the RFP for the WSCA Contract #1862. For ease of reference Grainger provides the #7066 indemnity language below, and this which will now be the indemnity language for Grainger's WSCA Contract #1862:

- Indemnification

  The contractor shall defend, release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost, or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the negligent acts or omissions of performance required under the contract of the contractor, his employees or subcontractors or volunteers.

- Warranties

  - WSCA agrees that the warranty language set forth in the current #7066 WSCA Contract shall replace the warranty language for the WSCA #1862 Contract. For ease of reference Grainger sets forth the warranty language in the current #7066 contract which shall replace the warranty language suggested in the RFP as Grainger's WSCA Contract #1862:

    LIMITED WARRANTY. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR RESALE OR FOR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR ONE YEAR AFTER DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. ANY PART WHICH IS DETERMINED BY GRAINGER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO A GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS GRAINGER DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED AT GRAINGER'S OPTION.

WARRANTY DISCLAIMER. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED THE PURCHASE PRICE PAID.

Prompt Disposition.

Grainger will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call the Grainger branch from which the product was purchased, giving date and number of original invoice, and describing defect.

Product Suitability.

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Grainger attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

No Warranties to Consumers.

Grainger makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

Electronic and Photographic Cleaning Fluids Customers.

It is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to $25,000 per sale. Individuals purchasing such products must present proof of their commercial status in accordance with 40 CFR 82.68(a) or (c).

A "Commercial User," as defined in the regulation, means a person that uses the product in the purchaser's business, or sells it to another person and has one of the following identification numbers: Federal employer identification number; State sales tax exemption number; Local business license number; Government contract number.

Refrigerant Customers.

Effective November 14, 1994, in accordance with the Federal Clean Air Act, sale of Class 1 (CFC) and Class 2 (HCFC) refrigerant will be restricted to resale purchases and/or to certified professional service technicians. To purchase regulated refrigerant products, all customers must present a certification card or sign a statement of resale to complete the purchase.

OSHA Hazardous Substance & California Proposition 65 Product Information.

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances and a list of products known by the state of California to cause cancer or reproductive harm are available at your local Grainger branch, or by contacting Grainger, Dept. B2.C8, 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.A. The information and recommendations contained on the MSDS supplied by the manufacturer are considered to be accurate and reliable. Grainger, however, makes no warranty with respect to the accuracy of the information or the suitability of the recommendations. Grainger disclaims any and all liability to any user.

Thank you for this opportunity to continue working with the State and the individual states associated with WSCA. Grainger looks forward to continued success with the smooth implementation of Grainger's WSCA Contract #1862.

Sincerely,

Doug D'Alessio
Senior Government Sales Manager
National WSCA Program Manager

CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS
W.W. GRAINGER, INC.
MASTER PRICE AGREEMENT
7-11-51-02

1. Scope:

This Participating Addendum covers the purchase of Facilities Maintenance, Lighting Products, Industrial Supplies and Tools for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

State Agencies are prohibited from using this contract in accordance with Management Memo 05-11, except for those categories not offered under the Statewide Mandatory Contract (formerly Strategically Sourced Contract) for Maintenance and Operating Supplies (MRO).

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN W. W. GRAINGER, INC., AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, W. W. GRAINGER, INC. AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. W. W. GRAINGER, INC., AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. TECHNICAL SPECIFICATIONS

Technical specifications, which apply to both State and local government, include recently implemented State Regulations. In addition, the specifications include product requirements when purchased by state agencies. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

a. Only thermostat products where the manufacturer is in compliance with The Mercury Thermostat Collection Act of 2008 shall be offered for sale in the State of California. Mercury-added thermostats and thermostats offered by a non-compliant manufacturer are prohibited for sale within the State of California. [California Health and Safety Code Sections 25214.8.10-25214.8.20 (HSC §25214.8.10- §25214.8.20)]

b. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See Regulations for Reducing Emissions in Consumer Products for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.

c. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the State of California. Prohibited products shall be identified as "Does not meet California Requirements, Cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributer information can be found at: http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm.

d. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712(h)(2). Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality

Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies. Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

e. The State of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the State of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. See California Air Resources Board Off-Road Certification Database for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.

f. High-Global Warming Potential (High-GWP) refrigerants for Stationary Sources are restricted for sale in the State of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants. Refrigerants must include their GWP_{100yr} value within the catalog product description.

g. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1608.). Only large appliances that are EnergyStar® qualified shall be sold to state agencies. Large appliances must meet most recent EnergyStar® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards Include: Central Air Conditioners (CAC), Refrigeration Products, Cooking and Washing Products, Transformer Products, Electronics, Water Heater Products, Fans and Dehumidifiers, Heat Pumps, Heating Products, Lighting Products, Motor Products, Non-Central AC and HP Products and Plumbing Products. See The California Energy Commission Appliance Efficiency Database for list of compliant products.

h. Plastic Trash Bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR Article 5.) See CalRecycle Recycle Content Plastic Trash Bag Program for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.

i. Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.

j. At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycle content in each of the products and associated shipping/packaging materials sold. The recycle content shall include both post consumer recycle content (PCRC) and Pre-Consumer (Post-Industrial) recycle content percentages. All products sold to State Agencies shall include the recycle content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycle Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See CalRecycle SABRC Program requirements for suppliers.

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k. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must include the industry standard it meets within the catalog product description.

l. All custodial equipment sold to state agencies shall operate at a sound level less than 70dBA. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.

m. Janitorial Paper Products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the State of California MRO mandatory contracts are prohibited for sale under the WSCA contract. All other paper products sold to state agencies shall meet the minimum PCRC and/or minimum RC percentages by weight listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Janitorial Paper Product Recycle Content Table

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	20	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	10	20
General-purpose Industrial Wipes	40	40	80

n. Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the State of California MRO contracts are prohibited for sale. All chemical cleaners sold to state agencies shall not contain any terpenes and glycol ethers, phosphorus content not to exceed 0.5% total phosphorus by weight and when labeled as "Concentrated" the contraction shall not be less than 99 percent (%) or the pH not less than 2 or greater than 11. Toxicity levels must be: for LD_{50} shall be greater than 5,000 mg/kg or the LC_{50} greater than or equal to 20mg/L at one hour. Volatile Organic Content (VOC) limits may not exceed the maximum VOC limits listed in the VOC table. "VOC Content" means the total weight of VOC in a product expressed as a percentage of the product weight (exclusive of the container or packaging). Chemical cleaners must identify and include in the catalog product description the percent VOC, percent total phosphorus, terpene and glycol ether free, percent concentration, pH and LD_{50} (mg/kg) or LC_{50} (mg/L).

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VOC TABLE

Cleaner Type	VOC % by weight (maximum permissible)
Dual Purpose Air Fresheners/Disinfectant Aerosols	60
Bathroom and Tile Cleaners: Non-aerosol	1
Carpet and Upholstery Cleaner: (dilutables)	0.1
Disinfectant Aerosols Non-aerosol	70 1
Floor Polishes or Waxes: Resilient Flooring Materials Non-resilient Flooring Materials	1 1
General Purpose Cleaners Aerosols Non-aerosol	8 4
General Purpose Degreasers	10
Glass Cleaners Aerosols Non-aerosol	12 4
Heavy-duty Hand Cleaners or Soap	8
Laundry Prewash Aerosols/solids all other forms	22 5
Metal Polish/Cleanser	30
Sanitizer Aerosols Non-aerosol	70 1
Wood Cleaner: Aerosols Non-aerosol	17 4

3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

a. The California General Provisions (CAGP) **(GSPD-401Non IT Commodities based on June 8, 2010 standard)** for Western States Contracting Alliance (WSCA) Facilities Maintenance, Lighting Products, Industrial Supplies and Tools as attached become a part of this Participating Addendum.

b. State Departments' use of this master price agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contracts with products that conflict with this WSCA agreement are listed in the table below. The two exceptions to this prohibition are when 1) the quantity being ordered is less than the minimum order quantity required in the mandatory statewide contract individual user instructions, or 2) when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

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Mandatory Statewide Contract		Product Description
1-10-62-31	California Lamp Contract	Lamps/Lighting
1S-06-51-02	Maintenance/Repair/Operations	Industrial Supplies, Tools & HVAC
1S-06-79-55	Maintenance/Repair/Operations	Janitorial & Electrical Supplies
1S-06-84-01	Maintenance/Repair/Operations	Safety Supplies
1S-06-85-34	Maintenance/Repair/Operations	Toilet Tissue

The State Contracts Index Listing provides a centralized contract list of most leveraged procurement agreements (Statewides, Masters, WSCA) and can be accessed at: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm
Department users and WSCA contractors shall not encourage either parties to split orders to circumvent the use of a mandatory statewide contract.

c. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Nevada, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.

d. The State of Nevada, Master Price Agreement number 1862 is changed for California to Contract Number 7-11-51-02.

e. Delivery:
FOB Destination and included in the purchase order, or as otherwise stipulated in the contract.

f. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice to the contractor. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

g. Monthly Usage Reports & Administrative Fee:

Contractor must submit a monthly usage report to the California Contract Administrator for all California purchases in the format outlined in the Monthly Usage Report Template. The Monthly Usage Report Template is not to be changed or modified in any way without the prior consent of the California Contract Administrator. Report must be submitted in attached DGS report template.

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the monthly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor is due regardless of status of payments on orders from users to Contractor. Although reports are due on a monthly basis, administrative fees shall be submitted on a quarterly basis.

A **monthly** usage report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Report(s) and delivery will be in accordance with the following **monthly** schedule.

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Jan--Due Feb 15	May--Due Jun 15	Sept--Due Oct 15
Feb--Due Mar 15	Jun--Due Jul 15	Oct--Due Nov 15
Mar--Due Apr 15	Jul--Due Aug 15	Nov--Due Dec 15
Apr--Due May 15	Aug--Due Sept 15	Dec--Due Jan 15

Quarterly Schedule for administrative fee check payment

Jan - Mar	Apr -Jun	July - Sept	Oct - Dec
Check Due April 30	Check Due July 31	Check Due Oct 31	Check Due Jan 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

i. The primary W.W. Grainger, Inc. CUSTOMER contact for this Participating Addendum is as follows:

W. W. Grainger, Inc.

Address: 3691 Industrial Blvd
West Sacramento, CA 95691

Contact: Doug D' Alessio

E-Mail: castateteam@grainger.com

Phone: 800/700-6955

Fax: N/A

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j. Price Agreement Number:

The Master Price Agreement number for the Participating State is 7-11-51-02. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will be using subcontractors to provide products under this contract.

SMALL BUSINESS/DVBE-REQUIREMENT

Each Contractor must provide DGS with their subcontracting plan committing to 25% Small Business and 3% DVBE subcontracting under this contract.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal. State departments are required to identify sub-contractors on individual purchase documents executed against this master price agreement.

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SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

By Signing below W.W. Grainger, Inc. agrees to offer the same Facility Maintenance, Lighting Products, Industrial Supplies and Tools as on the State of Nevada contract #1862 at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:		W.W. Grainger, Inc.	
By:		By:	
Name:	Jim Butler	Name:	Doug D'Alessio
Title:	Deputy Director	Title:	Sr Gov Sales Manager
Date:	7/29/2011	Date:	6/14/2011

GENERAL SERVICES
LEGAL SERVICES
Kyalas
7/25/11

Attachment C

Contractor:
Contract Number:
Reporting Month:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13	Column 14	Column 15	Column 16	Column 17
Ordering Agency Name	Purchase Order Number	Purchase Order Date	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Contract Discount	Extended Contract Price Paid	Core/NonCore (Off-Spec Product Indicator)	Segment ID /Product Category/Group ID

GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:**
   a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
   b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
   c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractor's.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
   a) these General Provisions – Non-IT Commodities;
   b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
   c) Statement of Work, including any specifications incorporated by reference herein;
   d) special terms and conditions; and
   e) all other attachments incorporated in the Contract by reference.

GENERAL PROVISIONS

12. **PACKING AND SHIPMENT:**
    a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i) show the number of the container and the total number of containers in the shipment; and
        ii) the number of the container in which the packing sheet has been enclosed.
    b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
    a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **TIME IS OF THE ESSENCE:**
    Time is of the essence in this Contract.

15. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. **SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. **INSPECTION, ACCEPTANCE AND REJECTION:**
    a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
    b) All Goods may be subject to inspection and test by the State or its authorized representatives.
    c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. **SAMPLES:**
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. **WARRANTY:** Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.
    a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
    b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

GENERAL PROVISIONS

21. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
    a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
    b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
    a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
    b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
        i) Stop work as specified in the Notice of Termination.
        ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
        iii) Terminate all subcontracts to the extent they relate to the work terminated.
        iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. **TERMINATION FOR DEFAULT:**
    a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
        i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
        ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
        iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
    b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
    c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
    d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
        i) Completed Goods, and
        ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
    e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
    f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
    g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. **FORCE MAJEURE:**
    Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
    a) Acts of God or of the public enemy, and
    b) Acts of the federal or state government in either its sovereign or contractual capacity.
    If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
    a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

GENERAL PROVISIONS

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the Contractor.
b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to

GENERAL PROVISIONS

take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
   ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
   iii) The modification by the State of the equipment furnished hereunder or of the software; or
   iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.

f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. **DISPUTES:**

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. **STOP WORK:**

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work 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 Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i) Cancel the Stop Work Order; or
   ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

GENERAL PROVISIONS

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. **NONDISCRIMINATION CLAUSE:**
   a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:**
Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
   a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
   b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
   c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
      i) the assignee has not been injured thereby, or
      ii) the assignee declines to file a court action for the cause of action.

45. **DRUG-FREE WORKPLACE CERTIFICATION:**
The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
   a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
   b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
      i) the dangers of drug abuse in the workplace;
      ii) the person's or organization's policy of maintaining a drug-free workplace;
      iii) any available counseling, rehabilitation and employee assistance programs; and,
      iv) penalties that may be imposed upon employees for drug abuse violations.
   c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
      i) will receive a copy of the company's drug-free policy statement; and,
      ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. **FOUR-DIGIT DATE COMPLIANCE:**
Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. **SWEATFREE CODE OF CONDUCT:**
   a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

GENERAL PROVISIONS

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
   a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
   b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. **DOMESTIC PARTNERS:** For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
   a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
   b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

Attachment C

Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Purchasing Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 E. Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

March 5, 2013

Doug D'Alessio
Grainger Industrial Supply
3691 Industrial Blvd
West Sacramento, CA 95691

Dear Mr. D'Alessio,

This letter will serve to inform Grainger that contract number 1862 is entering the 3rd year of a potential 6 year contract. This is a Multi-State Contract for Facilities Maintenance, Lighting Products, Janitorial Supplies Industrial Supplies and Tools. This contract serves all segments within State Local and Educational Institutions. In an effort to further clarify the offering outlined in Grainger's ITB 1862 the contract includes the following offering.

- All Products included Grainger Current General Catalog Offering
  - Overview of Project
  - Statewide Master Services Agreement
    - Pursuit to NRS 277.100 NRS 277.110 NRS 333.162.(1)(d) NRS 333.480
  - Grainger Executive Summary
  - Mandatory Requirement Section 3
- All Products included on Grainger.com
  - Mandatory Requirement Section 3
  - Section 3.3-3.10
- All Products offered by Grainger Parts and Special Orders
  - Mandatory Requirement Section 3
  - Sections 3.5, 4.9, 4.13, 11.8
  - Exhibit 1
- All Safety and Security Products Related to Public Safety Segment
  - Overview of Project
  - Mandatory Requirement Section 3
    - Section 3.11
  - All Safety Training Seminars Exhibit 4
- Grainger Inventory Solutions/KeepStock Programs
    - KeepStock Label,Scan,Mobile,Track,Secure,Onsite,Store
  - Executive Summary
  - Section 3 Mandatory Requirement
  - Section 4.6.5, 4.7,4.10.5, 4.13
- Grainger Consulting Solutions
  - Mandatory Requirements Section 3
  - Sections 3.3.3, 3.4, 4.6.5, 4.8, 4.13,

Sincerely,

Gail Burchett, Purchasing Officer
Nevada State Purchasing

Procurement Division
Multiple Awards Program Section
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

COOPERATIVE AGREEMENT
USER INSTRUCTIONS

Supplement #5

Important Note: Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 01/15/2014).

ISSUE AND EFFECTIVE DATE: 02/21/2014	
TITLE/DESCRIPTION:	WSCA-NASPO Facilities Maintenance, Lighting Products, Industrial Supplies and Tools
CONTRACT NUMBER(S):	7-11-51-01 Fastenal Company 7-11-51-02 Grainger Supplies 7-11-51-03 SID Tool Co., Inc, dba MSC Industrial Supply Company
CONTRACT TERM:	7/25/2011 through 2/28/2017
CONTRACT CATEGORY:	Non - IT Goods and Services
MAXIMUM ORDER LIMIT:	$500,000
FOR OPTIONAL USE BY:	State Departments and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
STATE CONTRACT ADMINISTRATOR:	Lori Tomita (916) 375-4580 lori.tomita@dgs.ca.gov

Note to Ordering Agencies: Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual California Participating Addenda (Contracts) listed above. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.

Original Signature on File
Steven Kobayashi, Manager
Multiple Awards Program Section

SUMMARY OF CHANGES		
Supplement No.	**Revision Description**	**Effective Date**
5	User Instructions Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 01/15/2014). Supplement #5 incorporates the following changes: • Updated section 1 to extend the contract term through 2/28/17 and remove the option to extend the contract. • Updated section 11 to extend the contract term through 2/28/17. • ATTACHMENT A – CONTRACT ORDERING INFORMATION is revised to extend the contract term through 2/28/17.	02/21/2014

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in Section 5.

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1. OVERVIEW

a. The purpose of this WSCA Participating Addendum is to provide a purchasing vehicle for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 and 10299.

b. While the State of California makes this WSCA Participating Addendum available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Participating Addendum is consistent with its procurement policies and regulations.

c. The contract term is 7/25/2011 through 2/28/2017.

d. Order placement and contract execution shall be on or before the expiration date of the WSCA.

2. CONTRACT USAGE/RULES

a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes. State agencies are prohibited from purchasing products not in compliance with the technical specifications of the WSCA Participating Addendum.

b. Per Management Memo 05-11, products available on a mandatory statewide contract cannot be purchased by State departments under this agreement.

c. Departments executing orders using the WSCA/NASPO program are not required to obtain three offers or document best value, but conducting price comparisons among the WSCA suppliers, if available, is encouraged. Refer to SCM Vol. 2, Chapter 6 F3.1.

d. State and local government agency use of WSCA contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

e. Evaluating Environmental Preferable Purchasing (EPP) Purchases

1. State agencies must verify products meet all applicable California regulatory standards as directed by Public Contract Code sections 12400 through 12404 and Governor's Executive Order S-20-04.

2. State and local government agencies must verify all appliances, indoor air-cleaning devices, off-road power equipment, thermostats, emissions from consumer products, refrigerants, aerosol adhesives and plastic trash bags meet California regulatory standards, are certified where required and/or manufacturers and suppliers are compliant. Table 1 – Resources for California Regulatory Standards assists purchasers in identifying and verifying compliant products.

Table 1 – Resources for California Regulatory Standards

PROGRAM	PRODUCTS	RESOURCE
Appliance Efficiency	Central Air Conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products.	The California Energy Commissic Appliance Efficiency Database
Aerosol Adhesives	Architectural coatings: lacquers, wood finishes, primers, colorants concrete-curing compounds, stains, primers, enamels, sealers, shellacs and wood preservatives.	SCAQMD Rule 1113 Table of Standards BAAQMD Rule 3 (8-3-301) VOC Standards
Consumer Product Emissions	Detergents; cleaning compounds; polishes; floor finishes; cosmetics; personal care products; home, lawn, and garden products; disinfectants; sanitizers; aerosol paints; and automotive specialty products and aerosol adhesives, for consumer, industrial, and commercial uses.	CARB certified Charcoal lighter Materials CARB certified Portable Fuel Containers Green House Gas in Consumer Products VOC Standards for Consumer Products
Indoor Air-Cleaning Devices	Ionizers, electrostatic precipitators, other electronic filtration devices, and other air cleaners using new technologies.	California Certified Air-Cleaning Devices
Off-Road Power Equipment	lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc	California Air Resources Board Off-Road Certification Database
Plastic Trash Bags	Plastic trash bags	CalRecycle Recycle-Content Trash Bag Program
Refrigerants	Refrigerants used in chillers, refrigeration systems, air-conditioning systems, refrigerant blends and insulating foams.	California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants.
SABRC	Antifreeze, Glass products, lubricating oils, metal products, paint, paper, plastic products, printing and writing papers, tires, tire- derived products,	http://www.calrecycle.ca.gov/RCPM/
Thermostats	Thermostats and Switches	California Department of Toxic Substance (DTSC) Mercury Thermostat Act Compliance

3. The WSCA California Participating Addendum Technical Specifications, mandatory for state agencies, are established to reduce environmental impacts and support Leadership in Energy and Environmental Design, in Existing Buildings Operation & Maintenance (LEED-EBOM) sustainable purchasing goals. Resources to assist State agencies in achieving other sustainable purchasing goals and identifying EPP products can be found in the Department of General Services Buying Green Guide. When a supplier or manufacturer makes an environmental claim(s) for the product(s) it offers, it is the State agency purchaser that is responsible for verifying that the product is in compliance with the advertised claim. Purchasers may request documentation (e.g. certificate, test results, standard) for verification purposes from the supplier.

f. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

3. AGREEMENT SUMMARY (STD 215)

This section is intentionally left blank.

4. DGS ADMINSTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

5. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program Section - WSCA
707 Third Street, 2nd Floor, MS #202
West Sacramento, CA 95605-2811

Contact: Lori Tomita
Phone: (916) 375-4580
Fax: (916) 375-4663
E-Mail: lori.tomita@dgs.ca.gov

6. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

a. Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

b. To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf

7. WSCA CONTRACT INFORMATION

See Attachment A for list of awarded contracts and contract Terms and Conditions.

8. DOLLAR THRESHOLDS (Local Governments are Exempt)

- WSCA Program Limitation: $500,000.00

a. Departments executing WSCA/NASPO orders over $500,000.00 for non-IT goods must obtain DGS/PD approval prior to executing the purchase document. Refer to SCM Vol. 2, Chapter 6 F3.6. The following information must be documented by the department and submitted to DGS/PD:

Identify the need for the goods and/or services and the dollar value of the impending purchase document.
Explain how the department has determined that issuance of a purchase document to this particular contractor makes good business sense and how best value for the department has been achieved.

b. Upon review and approval of the documentation submitted, DGS/PD will issue an approval letter concurring with the department's request. Upon receiving approval from DGS/PD, the department may proceed to execute the order.

c. Exempt entities are not subject to these order limits.

9. EXECUTING THE PURCHASE ORDER

a. The WSCA and State of California contract numbers must be shown on the purchase order.

b. State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

c. Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

d. Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf

e. The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.

f. As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

10. WSCA BASE CONTRACT

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Facilities Maintenance, Lighting Products, Industrial Supplies and Tools Contract, Nevada 1862.

A copy of the actual WSCA Master Agreement is available on the Internet at:

http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm

11. CONTRACT TERM

The contract term for the California Participating Addendum is 7/25/2011 through 2/28/2017.

12. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

13. PURCHASE ORDER DISTRIBUTION (Local Governments are Exempt)

For state agencies, copies of the STD. 65 with original signatures must be sent to the Contractor, State Controller and Department of General Services, Procurement Division.

Department of General Services
Procurement Division
Data Entry Unit-Second Floor North
P.O. Box 989052
West Sacramento, CA 95798-9052
IMS: Z-1

State Controller's Office
3301 C Street
Sacramento, CA 95814
Attn: Audit Unit

14. PAYMENTS AND INVOICES

a. Payment Terms

See WSCA Supplier Contract Information, Attachment A for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (Std. 204)

Each state accounting office must request a completed Payee Data Record (Std. 204) from the contractor in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

c. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

15. DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

16. SMALL BUSINESS/DVBE - TRACKING

Per State Contracting Manual (SCM) Volume 2, Chapter 6.A2.5 SB and DVBE subcontracting participation tracking, State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE.

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

      - List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
      - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
      - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
      - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

17. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

18. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - Supplemental Terms and Conditions

a. Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

b. Click here to access the ARRA Supplemental Terms and Conditions

   Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act

ATTACHMENT A
WSCA CONTRACT ORDERING INFORMATION

Contractor Name	**Fastenal Company**
Contract Number	7-11-51-01
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	2001 Theurer Blvd. Winona, MN 5987
Contact	Zach Wise
Phone	(507) 313-7206
Fax	(507) 494-3422
Email	govcoordinators@fastenal.com
Ordering through Authorized SB/DVBE Dealers	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows: Fastenal Company c/o < *Authorized SB/DVBE Dealer Name*>, <*Authorized SB/DVBE Dealer Address*> Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number. Fastenal Company authorized SB/DVBE and their contact information are located at: https://www.bidsync.com/DPXViewer/AuthorizedPartners3-14-13.pdf?ac=view&contid=85221&docid=5469466
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www.fastenal.com/web/resources.ex?action=Contracts&stateContractDtlId=34&state=CA
Contractor Ownership Information	Fastenal Company is a large business enterprise.
California Seller's Permit	Fastenal Company's California Seller's Permit No. is 99394823. Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN	41-0948415
CAL-Card Accepted	Fastenal Company accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

ATTACHMENT A
WSCA CONTRACT ORDERING INFORMATION

Contractor Name	**W.W. Grainger, Inc.**
Contract Number	7-11-51-02
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	3691 Industrial Blvd. West Sacramento, CA 95691
Contact	Jason Hauan
Phone	(800) 700-6955
Fax	(888) 790-1586
Email	castateteam@grainger.com
Ordering through Authorized SB/DVBE Dealers:	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows: W.W. Grainger c/o < *Authorized SB/DVBE Dealer Name*>, <*Authorized SB/DVBE Dealer Address*> Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number. W.W. Grainger authorized SB/DVBE and their contact information are located at: https://www.bidsync.com/DPXViewer/GraingerSmall-And-Disabled-Vetlist_5-20-13.pdf?ac=view&contid=85161&docid=5539265
Pricing (Website) Category Warranty Delivery Shipping Freight	**In order to view the WSCA contract pricing, you must be registered and logged in online** http://www.grainger.com/Grainger/wwg/start.shtml
Contractor Ownership Information	W.W. Grainger, Inc. is a large business enterprise.
California Seller's Permit	W.W. Grainger's California Seller's Permit No. is 98004877 Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN	36-1150280
CAL-Card Accepted	W.W. Grainger, Inc. accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

ATTACHMENT A
WSCA CONTRACT ORDERING INFORMATION

Contractor Name	**SID Tool Co., Inc. DBA MSC Industrial Supply Company**
Contract Number	7-11-51-03
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.aspx
Ordering Address for Prime Contractor	75 Maxess Rd. Melville, NY 11747
Contact	Damon Perez
Phone	(916) 276-9397
Fax	(800) 753-7937
WSCA Team	(888) 672-9722 (for customer services question)
Email	perezd@mscdirect.com
Ordering through SB/DVBE Authorized Dealer	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows: MSC Industrial Supply Company c/o < *Authorized SB/DVBE Dealer Name*>, <*Authorized SB/DVBE Dealer Address*> Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number. MSC Industrial Supply Company authorized SB/DVBE and their contact information are located at: https://www.bidsync.com/DPXViewer/MSC-SmallBusiness-Authorized-Dealer.pdf?ac=view&contid=85241&docid=4988541
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www1.mscdirect.com/cgi/nnsrhm
Contractor Ownership Information	MSC Industrial Supply Company is a large business enterprise.
California Seller's Permit	MSC Industrial Supply Company's California Seller's Permit No. is 101325893. Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN	13-5526506
CAL-Card Accepted	MSC Industrial Supply Company accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.