

CONTRACT
For
MAINTENANCE, REPAIR AND OPERATING (MRO) SUPPLIES
AND RELATED SERVICES

CONTRACT NO. 1385-12990

BETWEEN



COOK COUNTY GOVERNMENT
OFFICE OF FACILITIES MANAGEMENT

AND

HD Supply Facilities Maintenance, Ltd.
(Based on Maricopa County RFP –Serial 11019)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 21 2015

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- Exhibit 2 County Price Proposal
- Exhibit 3 Maricopa County (RFP Serial11019)
- Exhibit 4 General Conditions

AGREEMENT

This Agreement is made and entered into as of February 1, 2015 ("Effective Date") by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Cook County Office of Facilities Management hereinafter referred to as "County" and HD Supply Facilities Maintenance, Ltd., a corporation authorized to do business in the of the State of Illinois hereinafter referred to as "Contractor".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, Maricopa County solicited a Request for Proposal for Maintenance, Repair and Operating (MRO) Supplies and Related Services and as the Contractor was identified as the qualified and lowest cost provider for the goods; and

Whereas, Maricopa County entered into a contract on July 6, 2011 for the provision of supplies by the Contractor for the County relative for the purchase of Supplies and Related Services, for County of Maricopa Contract RFP serial #11019 ("The County of Maricopa"); and

Whereas, the County wishes to leverage the procurement efforts of the County of Maricopa; and

Whereas, the County, through the Office of Facilities Management desires certain specific and similar goods of the Contractor; and

Whereas, other County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts, as may be applicable via future amendments to this agreement; and

Whereas, the Contractor agrees to provide to the County with Description of Goods/Services, incorporated as Exhibit 1, Commodities Line Item; and

Whereas, the Contractor warrants that it is ready, willing and able to supply these goods set forth in Exhibit 1, Commodities Line Item, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the County of Maricopa Contract as set forth in Exhibit 2 Price Proposal and incorporated herein by reference; and

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the County of Maricopa Contract, all as may be applicable to the County; and

Whereas, the County's General Conditions are incorporated herein by reference attached hereto as Exhibit. Notwithstanding such incorporation, none of the terms set forth in Exhibit 3, the County of Maricopa Contract, which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

Whereas, this Contract shall be effective February 1, 2015 through January 31, 2016 with two, one year options to renew and include two, one year renewal options after proper execution by the County; and

Whereas, payment shall be as follows:

In no case shall such charges exceed the amount of \$400,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, other County Offices, Departments, and Agencies may utilize this Contract for specific contracted procurement efforts, as may be applicable via future modifications to this Contract; and

Now, Therefore, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged and agreed to by the Parties, Contractor and County, and the information set forth is incorporated herein by reference.

Incorporation of Background Information

The Background Information set forth above is incorporated and made a part of this Contract by reference.

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- | | |
|-----------|--|
| Exhibit 1 | Commodities Line Item |
| Exhibit 2 | County Price Proposal |
| Exhibit 3 | Maricopa County (Contract –RFP Serial 11019) |
| Exhibit 4 | General Conditions |

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

EXHIBIT 1

Commodities Line Item

**EXHIBIT A
PRICING**

SERIAL 11019-RFP
 NIGP CODE: 45041
 RESPONDENT'S NAME: HD Supply Facilities Maintenance, Ltd.
 COUNTY VENDOR NUMBER : 2011000856 0
 ADDRESS: 10641 Scripps Summit Ct.
San Diego, CA 92131
 P.O. ADDRESS: PO BOX 509058, San Diego, CA 92150-5098
 TELEPHONE NUMBER: 877-610-6912
 FACSIMILE NUMBER: 877-219-8526
 WEB SITE: www.hdsupplysolutions.com
 CONTACT (REPRESENTATIVE): Sheila Schnellenberger
 REPRESENTATIVE'S E-MAIL ADDRESS: Sheila.Schnellenberger@hdsupply.com

	<u>YES</u>	<u>NO</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]
PAYMENT TERMS: NET 30 DAYS		

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category Annual Issue Date of Catalog Varies Annually

(Insert Sub-categories as necessary)

<u>Category 1</u>	<u>Appliances</u>	<u>Discount from List %</u>
	Appliance - Dishwasher Repair	20.00%
	Appliance - Dishwashers & other Appliances	5.00%
	Appliance - Gas Supply Lines & Fittings	15.00%
	Appliance - Ice Machines	5.00%
	Appliance - Laundry	5.00%
	Appliance - Microwaves	10.00%
	Appliance - Oven Repair	20.00%
	Appliance - Ovens	5.00%
	Appliance - Range Hood Filters	20.00%
	Appliance - Range Hoods	10.00%
	Appliance - Refrigerator Repair	15.00%
	Appliance - Refrigerators	5.00%
	Appliance - Washer & Dryer Repair	20.00%
<u>Category 2</u>	<u>Building Materials</u>	
	Building Materials	5.00%
	Fencing And Gates	5.00%
	Bi-Fold Doors	10.00%
	Bypass Doors	5.00%
	Moldings	20.00%
	Pre-hung Ext Doors	5.00%
	Pre-hung Int. Doors	5.00%
	Slab Doors	15.00%
<u>Category 3</u>	<u>Hardware</u>	
	Cabinet & Drawer Hardware	20.00%
	Carpet	5.00%

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	Ceiling Tile	5.00%
	Commercial Door Hardware	10.00%
	Commercial Locksets	10.00%
	Door & Wall Protection	20.00%
	Door Hinges & Closers	15.00%
	Door Security Hardware	15.00%
	Electronic Locks & Safes	5.00%
	Floor Tile	15.00%
	Tools - Fasteners	20.00%
	Tools - Gate & Garage Door Hardware	10.00%
	Laminate Flooring	5.00%
	Mailboxes & Accessories	20.00%
	Residential Locksets	10.00%
	Screen Frame & Wire	20.00%
	Sliding Patio Door Hardware	15.00%
	Wardrobe Hardware	20.00%
	Weatherization & Thresholds	20.00%
	Window Hardware	15.00%
<u>Category 4</u>	<u>HVAC</u>	
	Air Filtration	15.00%
	Air Handlers, Furnaces & Coils	5.00%
	Compressors & Fittings	10.00%
	Condensing Units	5.00%
	Exhaust Fans	15.00%
	Heaters	10.00%
	Hydronic Products, Controls & Gauges	10.00%
	Indoor Air Quality (IAQ)	15.00%
	PTAC & Ductless (Mini Splits)	5.00%
	Refrigerants & Compressed Gases	10.00% 15.00%
	Repair Parts	15.00%
	Thermostats & Temperature Control	10.00%
	Thru-The-Wall Condensers	5.00%
	Tools & Supplies	10.00%
	Ventilation	15.00%
	Wall Air Conditioners	10.00%
	Window & Portable Air Conditioners	10.00%
	Tools- Fireplace	10.00%
<u>Category 5</u>	<u>Sprinkler/Irrigation</u>	
	Sprinkler Heads, Nozzles & Accessories	10.00%
	Sprinkler Valves & Accessories	15.00%
<u>Category 6</u>	<u>Janitorial</u>	
	Janitorial/Cleaning - Carpet Extractors & Floor Machines	10.00%
	Janitorial/Cleaning - Cleaning Chemicals	10.00%
	Janitorial/Cleaning - Cleaning Equipment & Supplies	15.00%
	Janitorial/Cleaning - Dillution Systems	5.00%
	Janitorial/Cleaning - Floor Mats & Non-Slip	15.00%
	Janitorial/Cleaning - Hand Soaps & Sanitizers	20.00%
	Janitorial/Cleaning - Paper Product	10.00%
	Janitorial/Cleaning - Pest Control	15.00%
	Janitorial/Cleaning - Trash Liners	10.00%
	Janitorial/Cleaning - Vacuums And Accessories	10.00%
	Janitorial/Cleaning - Waste Receptacles And Liners	10.00%
<u>Category 7</u>	<u>Landscaping Equipment and Supplies</u>	
	Outdoor Equipment	5.00%

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		Utility Vehicle & Accessories	10.00%
		Garden Hoses & Nozzles	15.00%
<u>Category 8</u>	<u>Motors/Pumps</u>		
		Circulator Pumps	10.00%
		Pumps & Regulators	10.00%
		Motors & Fan Blades	10.00%
<u>Category 9</u>	<u>Paints/Coatings</u>		
		Caulking	15.00%
		Interior Surface Repair	15.00%
		Outdoor Surface Repair	10.00%
		Paint	5.00%
		Paint Sundries	15.00%
		Primers	5.00%
		Spray Paint	15.00%
		Tapes & Adhesives	20.00%
		Wall & Ceiling Repair	20.00%
<u>Category 10</u>	<u>Plumbing</u>		
		Bathroom Hardware	20.00%
		Decorative Bath Hardware	15.00%
		Disposers & Repair	5.00%
		Escutcheons, Flanges & Trim Kits	15.00%
		Faucet & Shower Valve Repair	15.00%
		Faucets & Shower Valves	10.00%
		Handles And Index Buttons	15.00%
		Kitchen & Bar Faucets	10.00%
		Lavatory Faucets	10.00%
		Pop Ups & Repair	15.00%
		Public Washroom	15.00%
		Shower & Bath Accessories	20.00%
		Specialty & Commercial Faucets	5.00%
		Spouts & Aerators	15.00%
		Stems & Cartridges	10.00%
		Tub & Shower Valves	5.00%
		Tub Spouts & Showerheads	15.00%
		Tub Waste and Drain Repair	15.00%
		Controllers	10.00%
		Drain Cleaning Equipment	10.00%
		Metal & Plastic Tubular	15.00%
		Pipe Repair & Weatherization	15.00%
		Shower Doors, Tubs & Enclosures	10.00%
		Sink Repair	20.00%
		Sinks	15.00%
		Toilet & Tank Repair	10.00%
		Toilet Seats	20.00%
		Toilets	10.00%
		Water Coolers & Bubblers	10.00%
		Water Heater Repair	10.00%
		Water Heaters	5.00%
		Bath Vanities (Kitchen Cab)	5.00%
		Bathroom Vanities	15.00%
		Medicine Cabinets	15.00%
		Kitchen Cabinets	10.00%
<u>Category 11</u>	<u>Swimming Pool Supplies</u>		
		Pool Chemicals	5.00%

	Pool Equipment	10.00%
	Pool And Patio Furniture	10.00%
<u>Category 12</u>	<u>Tools, General Purpose, Hand Held</u>	
	Acrylic Sheet	10.00%
	Barriers & Protectors	10.00%
	Carts & Trucks	15.00%
	Drywall Tools	15.00%
	Hand Tools	10.00%
	Ladders & Ladder Acc.	10.00%
	Lockout/Tagout	15.00%
	Lubricants	20.00%
	Occupational Safety	20.00%
	Plumbing Hand Tools	15.00%
	Power Equipment	5.00%
	Power Tool Accessories	15.00%
	Power Tools	5.00%
	Signage	20.00%
	Storage	15.00%
	Wheels & Casters	20.00%
	Flooring Tools	20.00%
<u>Category 13</u>	<u>Tools, Machine Type</u>	
	Shop Tools	5.00%
	Bench Top Tools	5.00%
<u>Category 14</u>	<u>Window Coverings</u>	
	1" Metal Plus Mini Blinds	20.00%
	2" Faux Wood Blinds	20.00%
	2" Metal Plus Blinds	20.00%
	3-1/2" Deluxe Vertical Blinds	15.00%
	Aluminum Mini Blinds	20.00%
	Vertical Blinds	20.00%
	Vinyl Mini Blinds	20.00%
	Window Covering Accessories	20.00%
	Window Shades & Rods	20.00%
<u>Category 15</u>	<u>Hospitality</u>	
	Hospitality Supply - ADA Communications	5.00%
	Hospitality Supply - Baby Cribs & Sheets	5.00%
	Hospitality Supply - Banquet Furniture	10.00%
	Hospitality Supply - Bathroom Hardware (Hospitality)	5.00%
	Hospitality Supply - Beds & Frames	5.00%
	Hospitality Supply - Bellman's Carts & Accessories	5.00%
	Hospitality Supply - Business Forms	15.00%
	Hospitality Supply - Cleaning Equipment and Supplies	5.00%
	Hospitality Supply - Conference A/V Equipment	5.00%
	Hospitality Supply - Crowd Management	5.00%
	Hospitality Supply - Extended Stay/Timeshare Supp & Equip	10.00%
	Hospitality Supply - Fitness Equipment	5.00%
	Hospitality Supply - Food & Beverage Equipment & Supplies	10.00%
	Hospitality Supply - Guest Room Appliances	5.00%
	Hospitality Supply - Guest Room Case Goods & Furniture	5.00%
	Hospitality Supply - Guest Room Coffee Makers & Coffee	5.00%
	Hospitality Supply - Guest Room Printed Supplies	15.00%
	Hospitality Supply - Guest Room Supplies	10.00%

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	Hospitality Supply - Handsoaps & Dispensers	5.00%
	Hospitality Supply - Hospitality Ice Machines	5.00%
	Hospitality Supply - Housekeeping Carts & Accessories	10.00%
	Hospitality Supply - Laundry Carts & Accessories	10.00%
	Hospitality Supply - Logo Amenities	5.00%
	Hospitality Supply - Personal Care Amenities	5.00%
	Hospitality Supply - Restaurant Equipment & Supplies	5.00%
	Hospitality Supply - Room Decor	5.00%
	Hospitality Supply - Shower Curtains & Liners	10.00%
	Hospitality Supply - Telephones & Accessories	10.00%
Category 16	<u>Water/Wastewater Treatment</u>	
	Water Filtration	10.00%
	Pipe & Pipe Fittings	10.00%
	Water Supply & Fittings	20.00%
Category 17	<u>Miscellaneous</u>	
	Ability One - Brooms & Brushes	5.00%
	Ability One - Cleaning Supplies	15.00%
	Ability One - Floor Care	5.00%
	Ability One - Paint & Tape	5.00%
	Ability One - Paper Products - AbilityOne	5.00%
	Ability One - Safety & Sundries	5.00%
	Electrical - Audio/Video Accessories	15.00%
	Electrical - Audio/Video Equipment	5.00%
	Electrical - Building Wire	15.00%
	Electrical - Cameras	10.00%
	Electrical - Carbon Monoxide Alarms	10.00%
	Electrical - Circuit Breakers & Fuses	10.00%
	Electrical - Conduit & Weatherproof/Electrical Boxes	20.00%
	Electrical - Door Chimes & Intercoms	20.00%
	Electrical - Electrical Tools & Meters	10.00%
	Electrical - Fire Extinguishers & Cabinets	10.00%
	Electrical - Lighting Controls	15.00%
	Electrical - Office Machines	10.00%
	Electrical - Plug & Connectors	20.00%
	Electrical - Power Cords & Connectors	15.00%
	Electrical - Security & Surveillance	15.00%
	Electrical - Smoke Alarms & Fire Safety	10.00%
	Electrical - Surge Protection	20.00%
	Electrical - Telephone & Video Repair	20.00%
	Electrical - Time Switches	15.00%
	Electrical - Two-Way Communications	10.00%
	Electrical - Wall Plates	20.00%
	Electrical - Wiring Devices	20.00%
	Electrical - Wiring Devices - GFCIs	15.00%
	Electrical - Wiring Devices - Receptacles	20.00%
	Electrical - Wiring Supplies	15.00%
	Healthcare - Aids to Daily Living	10.00%
	Healthcare - Bathing & Toileting	10.00%
	Healthcare - Bathing Units/Supplies & Repair	5.00%
	Healthcare - Bed & Bath Linen	10.00%
	Healthcare - Bed Repair Parts	10.00%
	Healthcare - Beds & Case Goods	5.00%
	Healthcare - Carts & Receptacles	5.00%
	Healthcare - Incontinent Care	5.00%

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Healthcare - Janitorial	10.00%
Healthcare - Lifts & Slings	5.00%
Healthcare - Mattresses	5.00%
Healthcare - Mobility Aids & Repair Parts	10.00%
Healthcare - Nurse Call & Audio/Video Equipment	10.00%
Healthcare - Patient Care	10.00%
Healthcare - Privacy Curtains & Hardware	10.00%
Healthcare - Resident Monitoring / Fall Prevention	10.00%
Healthcare - Respiratory Aid	10.00%
Healthcare - Wheelchair Cushions & Accessories	10.00%
Healthcare - Wheelchair Repair Parts	15.00%
Healthcare - Wheelchairs & Walkers	5.00%
Lamps & Ballasts - A-Lamps	15.00%
Lamps & Ballasts - Ballasts & Starters	10.00%
Lamps & Ballasts - Batteries & Flashlights	20.00%
Lamps & Ballasts - Decorative Lamps	20.00%
Lamps & Ballasts - Fluorescent Lamp Adapters	20.00%
Lamps & Ballasts - Fluorescent Tubes	10.00%
Lamps & Ballasts - H.I.D. Lamps	15.00%
Lamps & Ballasts - Halogen Lamps	20.00%
Lamps & Ballasts - Lamps & Ballasts - CLEARANCE	10.00%
Lamps & Ballasts - LED Lamps	5.00%
Lamps & Ballasts - PAR Lamps	15.00%
Lamps & Ballasts - Pin Based Compact Fluorescents	20.00%
Lamps & Ballasts - Reflector Lamps	20.00%
Lamps & Ballasts - Special Application Lamps	20.00%
Lighting Fixtures - Bathroom Fixtures	20.00%
Lighting Fixtures - Ceiling Fans	15.00%
Lighting Fixtures - Chandeliers & Pendants	20.00%
Lighting Fixtures - CLEARANCE - LIGHT FIXTURES	10.00%
Lighting Fixtures - Emergency Lighting Fixtures	15.00%
Lighting Fixtures - Exterior Fluorescent Fixtures	15.00%
Lighting Fixtures - Exterior Incandescent Fixtures	15.00%
Lighting Fixtures - Exterior LED Fixtures	15.00%
Lighting Fixtures - Hospitality Fixtures	15.00%
Lighting Fixtures - Interior Fluorescent Fixtures	15.00%
Lighting Fixtures - Interior Incandescent Fixtures	20.00%
Lighting Fixtures - Lamp Shades	20.00%
Lighting Fixtures - Light Fixture Glass	20.00%
Lighting Fixtures - Light Fixture Repair	20.00%
Lighting Fixtures - Linear Fluorescent Fixtures	10.00%
Lighting Fixtures - Post-Top Fixtures	5.00%
Lighting Fixtures - Recessed & Track Lighting	10.00%
Lighting Fixtures - Security Lighting	15.00%
Lighting Fixtures - Wall Sconces	15.00%
Office Solutions - Desktop	5.00%
Office Solutions - Ink/Toner	5.00%
Office Solutions - Labels	5.00%
Office Solutions - Low Tech	5.00%
Office Solutions - Mailroom/Shipping	5.00%
Office Solutions - Paper	5.00%
Office Solutions - Planning/Organization	5.00%
Office Solutions - Technology	5.00%
Office Solutions - Writing	5.00%

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	Safety & Signage - Clearance - Safety & Signage	5.00%
	Textiles - Blankets	5.00%
	Textiles - Clearance Textiles	5.00%
	Textiles - Mattress Pads Covers Toppers	5.00%
	Textiles - Pillows And Protectors	5.00%
	Textiles - Robes And Slippers	10.00%
	Textiles - Sheets	5.00%
	Textiles - Table Line	5.00%
	Textiles - Top Of Bed	5.00%
	Textiles - Towels	5.00%
	Tools - Ice Melt	10.00%
	Hospitality Supply - Office Supplies & Equipment	15.00%
Category 18	<u>In Store Services</u>	
	Fabrication - Mirror/Glass Fabrication	0.00%
	Fabrication - Bi-pass Doors Fabrication	0.00%
	Fabrication - Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - Cabinet Drawer Boxes Fabrication	0.00%
	Fabrication - Countertops Fabrication	0.00%
	Fabrication - TF Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - Locks Fabrication	0.00%
	Fabrication - S/O Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - S/O Countertops Fabrication	0.00%
	Fabrication - Screening Fabrication	0.00%

Added 3/25/2014

<u>Category 6</u>	<u>Janitorial</u>	<u>Product Discount Sub Category</u>	<u>Discount %</u>
		Janitorial/Cleaning – Odor Control	5.00%
		Janitorial/Cleaning – Pet Waste	10.00%

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

New Pricing Effective 03/25/13

HD Supply Facilities Maintenance

V63- Contract#11019 Discounts for New Product SubCategories

* For the entire list of Contract Discounts, please see original contract #11019

<i>NEW Product SubCategory Name</i>	<i>Contract Price Discount % off lowest catalog</i>
Tinted Paint	5%
Filing	5%
Presentation	5%
Note Pads	5%
Binders	5%
Forms	5%
Interior LED Fixtures	15%
Shelving & Storage	5%
Resident Room Furniture	5%
Lift Repair	5%
Therapy & Fitness	10%
Recliners & Accessories	5%
Storm Door	5%
Ice Machine Repair	10%
Bar-B-Que	5%

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

New Pricing Effective 03/25/14

Labor Matrix

DESCRIPTION	West		Northwest		Southwest		Southcentral		Midwest		Central		MidSouth		Southeast		Midatlantic		Northeast		
	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	
DEMOLITION																					
KITCHEN - UPPER CABINETS PER LINEAR FOOT	3	6.64	3	6.01	3	5.57	3	5.22	3	6.41	3	7.00	3	5.97	3	6.32	3	5.97	3	6.42	
KITCHEN - LOWER CABINETS PER LINEAR FOOT	3	6.64	3	6.01	3	5.57	3	5.22	3	6.41	3	7.00	3	5.97	3	6.32	3	5.97	3	6.42	
KITCHEN RANGE EACH	3	35.81	3	40.03	3	27.84	3	28.11	3	32.03	3	38.20	3	27.84	3	27.84	3	27.84	3	27.84	
KITCHEN RANGE HOOD EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
MICROWAVE EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
DISHWASHER EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
BUILT-IN OVEN EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
COOK TOP EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
REFRIGERATOR EACH	3	34.51	3	40.03	3	27.84	3	28.11	3	32.03	3	38.20	3	27.84	3	27.84	3	27.84	3	27.84	
LAMINATE REMOVABLE TOP EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
KITCHEN TILE COUNTER TOP PER LINEAR FOOT	3	13.24	3	15.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
KITCHEN SINK EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
BATH SINK EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
BATH VANITY EACH	3	13.92	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
TOILET EACH	3	27.85	3	32.03	3	22.28	3	20.84	3	25.81	3	30.80	3	22.28	3	22.28	3	22.28	3	22.28	
TUB/SHOWER ENCLOSURE EACH	3	13.82	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
TUB/SHOWER TRIM EACH	3	6.95	3	8.01	3	6.97	3	6.41	3	7.84	3	8.40	3	7.84	3	7.84	3	7.84	3	7.84	
MED CABINET EACH	3	13.82	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
MIRROR - CHANNEL EACH	3	6.95	3	8.01	3	6.97	3	6.41	3	7.84	3	8.40	3	7.84	3	7.84	3	7.84	3	7.84	
VANITY MIRROR EACH	3	6.95	3	8.01	3	6.97	3	6.41	3	7.84	3	8.40	3	7.84	3	7.84	3	7.84	3	7.84	
WALL LIGHT EACH	3	13.82	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
CEILING FAN EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
EXHAUST FAN EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
TOWEL BAR EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
PAPER HOLDER EACH	3	2.78	3	3.20	3	2.28	3	2.09	3	2.50	3	2.68	3	2.28	3	2.28	3	2.28	3	2.28	
WALL REGISTER COVER EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
VERTICAL BLIND EACH	3	8.95	3	10.44	3	7.84	3	7.38	3	8.81	3	9.40	3	7.84	3	7.84	3	7.84	3	7.84	
SMOKE DETECTOR EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
THERMOSTAT EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
DOOR KNOB/DIAL/BOLT EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
PEEP HOLE EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
DOOR KNOCKER EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
DOOR BELL BUTTON EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
DOOR BELL CHIME EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
KITCHEN AND BATHROOM CABINETS																					
CABINETS - INCLUDES TOE PER BOX	3	38.00	3	44.84	3	31.19	3	29.24	3	35.87	3	42.80	3	31.19	3	32.14	3	31.19	3	47.18	
CABINET FILLER EACH FILLER	3	13.92	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
CABINET MOLDINGS PER LINEAR FOOT	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
CABINET END PANELS EACH	3	13.92	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
CABINET DOOR & DRAWER EACH	3	13.92	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.14	3	11.14	3	11.14	
DRILL / INSTALL HANDBLES EACH	3	5.97	3	6.97	3	4.80	3	4.18	3	5.12	3	5.40	3	4.80	3	4.73	3	4.80	3	5.74	
DRILL / INSTALL KNOBS EACH	3	4.18	3	4.60	3	3.94	3	3.13	3	3.84	3	4.00	3	3.34	3	3.55	3	3.34	3	4.00	
COUNTERTOPS																					
GRANITE KITCHEN/COUNTERTOP SQUARE FOOT	3	17.34	3	19.84	3	13.87	3	13.00	3	16.05	3	19.07	3	13.87	3	14.74	3	13.87	3	20.08	
KITCHEN BATH/TOPS SQUARE FOOT	3	6.97	3	8.01	3	6.46	3	6.13	3	7.40	3	7.84	3	6.46	3	6.46	3	6.46	3	7.74	
GRANITE BATHROOM COUNTERTOP SQUARE FOOT	3	17.34	3	19.84	3	13.87	3	13.00	3	16.05	3	19.07	3	13.87	3	14.74	3	13.87	3	20.08	
BATHROOM BATH/TOPS SQUARE FOOT	3	6.97	3	8.01	3	6.46	3	6.13	3	7.40	3	7.84	3	6.46	3	6.46	3	6.46	3	7.74	
LAMINATE COUNTERTOPS LINEAR FOOT	3	6.75	3	7.84	3	5.97	3	5.40	3	6.57	3	7.00	3	5.97	3	5.97	3	5.97	3	7.00	
OR USESING																					
ANGLE STOPS PER VALVE	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	
BATHROOM SINK EACH	3	20.84	3	24.03	3	19.71	3	18.69	3	19.22	3	22.68	3	19.71	3	17.70	3	16.71	3	28.37	

Confidential

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

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Labor Matrix

DESCRIPTION	West		Northwest		Southwest		Southcentral		Midwest		Central		Southeast		Midatlantic		Northeast		
	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	INSTALL	EST	
BATHROOM FAUCET	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
BATHROOM CABINET	13.02	11.14	10.44	12.81	12.81	10.32	11.14	11.14	10.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
TOILET TANK AND TOILET	48.74	58.05	38.05	38.05	44.84	44.84	38.05	38.05	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	58.05
PER TOILET	132.28	152.12	105.82	89.21	121.70	146.61	105.82	105.82	146.61	105.82	105.82	105.82	105.82	105.82	105.82	105.82	105.82	105.82	180.06
KITCHEN SINK W/ FAUCET	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
KITCHEN FAUCET ONLY	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
TUBSHOWER REFLANGEM	342.62	440.36	305.33	267.18	421.21	500.33	305.33	305.33	421.21	305.33	305.33	305.33	305.33	305.33	305.33	305.33	305.33	305.33	403.33
EACH	104.41	120.10	83.05	78.32	80.08	114.89	83.05	83.05	114.89	83.05	83.05	83.05	83.05	83.05	83.05	83.05	83.05	83.05	126.36
TUBSHOWER ENCLOSURE	194.21	230.10	153.05	134.13	160.08	214.89	153.05	153.05	214.89	153.05	153.05	153.05	153.05	153.05	153.05	153.05	153.05	153.05	174.36
TUBSHOWER DOOR	342.62	440.36	305.33	267.18	421.21	500.33	305.33	305.33	421.21	305.33	305.33	305.33	305.33	305.33	305.33	305.33	305.33	305.33	403.33
TUBSHOWER VALVE AND	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
TUBSHOWER TRIM ONLY	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
APPLIANCES																			
RANGES TOVE	48.74	58.05	38.05	38.05	44.84	44.84	38.05	38.05	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	58.05
REFRIGERATOR	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
WASHER/DRYER UNIT	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
WASHER	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
DRYER	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
DISHWASHER	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
BUILT-IN OVEN	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
COOK TOP	48.74	58.05	38.05	38.05	44.84	44.84	38.05	38.05	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	58.05
RANGE HOOD	48.74	58.05	38.05	38.05	44.84	44.84	38.05	38.05	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	44.84	58.05
MICROWOOD (NO DUCTING)	65.76	74.06	54.06	41.77	51.24	61.27	54.06	54.06	61.27	54.06	54.06	54.06	54.06	54.06	54.06	54.06	54.06	54.06	87.99
LIGHTING/ELECTRICAL																			
CEILING FAN	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
PER FAN	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
SWITCH WITH COVER PLATE	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
COVER PLATES ONLY	1.36	1.60	1.11	1.04	1.28	1.53	1.11	1.11	1.53	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.11	1.96
PHONE PLATE	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
CABLE PLATE	6.54	9.01	6.57	6.23	6.41	7.66	6.57	6.57	7.66	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
SMOKE DETECTOR	20.68	24.02	16.71	15.06	18.22	22.58	16.71	16.71	22.58	16.71	16.71	16.71	16.71	16.71	16.71	16.71	16.71	16.71	25.27
VARIETY LIGHT FIXTURE	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
FLUSH MOUNT CEILING FIX	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
PER LIGHT	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
GLOBE FIXTURE	34.81	40.03	27.85	26.11	32.03	36.20	27.85	27.85	36.20	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	27.85	42.12
2-LIGHT FLUORESCENT CBL	20.68	24.02	16.71	15.06	18.22	22.58	16.71	16.71	22.58	16.71	16.71	16.71	16.71	16.71	16.71	16.71	16.71	16.71	25.27
PER LIGHT	6.08	8.51	6.57	6.23	6.41	7.66	6.57	6.57	7.66	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
WALL LIGHT/SWITCH	6.08	8.51	6.57	6.23	6.41	7.66	6.57	6.57	7.66	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
STAT	6.08	8.51	6.57	6.23	6.41	7.66	6.57	6.57	7.66	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
WALL CEILING REGISTER	9.78	11.21	7.80	7.31	8.97	10.72	7.80	7.80	10.72	7.80	7.80	7.80	7.80	7.80	7.80	7.80	7.80	7.80	11.76
EXHAUST FAN COVER ONLY	8.39	9.51	6.98	6.27	7.58	8.19	6.98	6.98	8.19	6.98	6.98	6.98	6.98	6.98	6.98	6.98	6.98	6.98	10.11
BATHROOM EXHAUST FAN	62.06	72.06	50.13	48.09	57.05	68.33	50.13	50.13	68.33	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	50.13	88.07
HARDWARE																			
PRIMACY KNOB	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
PASSAGE KNOB	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
PER KNOB	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
DEAD BOLT	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
ENTRY KNOB	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
BREYER HOLE	8.39	9.51	6.98	6.27	7.58	8.19	6.98	6.98	8.19	6.98	6.98	6.98	6.98	6.98	6.98	6.98	6.98	6.98	10.11
PER DOOR	13.02	11.14	10.44	12.81	12.81	15.32	11.14	11.14	15.32	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	11.14	18.86
DOOR HINGE REPLACEMENT	6.35	8.51	6.57	6.27	7.58	8.19	6.57	6.57	8.19	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
DOOR KNOCKER	6.35	8.51	6.57	6.27	7.58	8.19	6.57	6.57	8.19	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
DOOR BELL BUTTON	6.35	8.51	6.57	6.27	7.58	8.19	6.57	6.57	8.19	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	6.57	8.42
DOOR MOUNT CHAIR	11.14	12.81	8.91	8.35	10.25	12.25	8.91	8.91	12.25	8.91	8.91	8.91	8.91	8.91	8.91	8.91	8.91	8.91	10.11
TOWEL BAR	16.71	19.22	13.37	12.09	15.37	18.38	13.37	13.37	18.38	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	13.37	20.22
PER TOWEL BAR	8.39	9.51	6.98	6.27	7.58	8.19	6.98	6.98	8.19										

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

New Pricing Effective 03/25/14

Labor Matrix

DESCRIPTION	West		Northwest		Southwest		Southcentral		Midwest		Central		Southeast		Mid-Atlantic		Northeast	
	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE	ESTIMATE	UNIT PRICE
SHOWER ROD	3	8.98	3	8.01	3	5.67	3	5.22	3	6.41	3	7.00	3	5.57	3	5.52	3	5.57
VERTICAL BLIND	3	27.85	3	32.03	3	22.26	3	20.89	3	26.62	3	30.63	3	22.28	3	23.67	3	22.28
HORIZONTAL BLIND	3	26.88	3	24.02	3	18.71	3	15.86	3	18.22	3	22.58	3	16.71	3	17.75	3	16.71
VANITY MIRRORS	3	13.82	3	16.01	3	11.14	3	10.44	3	12.81	3	15.32	3	11.14	3	11.84	3	11.14
MILLWORK																		
ENTRY SLAB DOOR	3	139.24	3	160.13	3	111.26	3	104.42	3	128.12	3	153.17	3	111.26	3	113.26	3	111.26
ENTRY PRE-HUNG DOOR	3	174.05	3	205.10	3	136.23	3	120.54	3	152.12	3	181.42	3	136.23	3	147.26	3	136.23
INTERIOR SLAB DOOR	3	104.43	3	120.10	3	82.05	3	78.35	3	95.21	3	114.42	3	82.05	3	85.75	3	82.05
INTERIOR PRE-HUNG DOOR	3	133.17	3	151.14	3	102.03	3	94.85	3	116.91	3	138.43	3	102.03	3	107.19	3	102.03
BI-FOLD CLOSET DOORS	3	41.77	3	48.04	3	33.42	3	31.25	3	38.43	3	45.83	3	33.42	3	35.42	3	33.42
MIRRORED WARDROBE DOOR	3	104.43	3	120.10	3	82.05	3	78.35	3	95.21	3	114.42	3	82.05	3	85.75	3	82.05
CLOSET SHELF & ROD	3	6.94	3	8.01	3	5.67	3	5.22	3	6.41	3	7.00	3	5.57	3	5.52	3	5.57
CASING	3	2.78	3	3.20	3	2.23	3	2.09	3	2.56	3	3.00	3	2.23	3	2.37	3	2.23
PER LINEAR FOOT	3	28.89	3	34.02	3	23.81	3	22.26	3	27.81	3	32.58	3	23.81	3	24.75	3	23.81
CHAIR RAIL	3	4.18	3	4.80	3	3.34	3	3.13	3	3.84	3	4.60	3	3.34	3	3.55	3	3.34
CROWN MOLDING	3	5.67	3	6.41	3	4.40	3	4.18	3	5.12	3	6.13	3	4.40	3	4.73	3	4.40

This pricing is designed to be in the context of an interior renovation project. A limited scope on single category (ie. Replacing electrical switches and outlets only) would be priced per job as specified by the scope of work. Pricing subject to change every March based on HD Supply Catalog price changes.

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

New Pricing Effective 03/25/14

Labor Matrix

**HD Supply Facilities Maintenance
Fabrication Fees**

Product costs not included, includes Fabrication Service fees only.
All Fabricated product is nonreturnable.

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Blind Doors			
Product available regionally (as outlined in Services Value Proposition document). Blind Door Fabrication service offered nationally.			
Cut Blind Door Height Greater than 1 inch	Each	Nationally	\$ 20.00
Cut Blind Door Height Less than 1 inch	Each	Nationally	\$ 10.00
Cut Blind Door Width Greater than 1 inch	Each	Nationally	\$ 20.00
Cut Blind Door Width Less than 1 inch	Each	Nationally	\$ 10.00

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Bypass Doors			
Product available in HD Supply dedicated delivery areas (as outlined in Services Value Proposition document). Bypass Door Fabrication service offered nationally.			
Ball bearing Roller Upgrade	Each	Nationally	\$ 5.00
Bottom Roller J Upgrade	Each	Nationally	\$ 3.00

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Slab Doors			
Product available regionally (as outlined in Services Value Proposition document). Slab Door Fabrication service offered nationally.			
Machine Fee	Each	Nationally	\$ 12.50
Dead Bolt Fee	Each	Nationally	\$ 5.00
Bypass 1/2 Bore Fee	Each	Nationally	\$ 5.00
Cut Hinged Slab Hollow Core door	Each	Nationally	\$ 5.00
Re-rail Slab Hollow Core Door due to cut	Each	Nationally	\$ 20.00
Cut With Slab Hollow Core Door	Each	Nationally	\$ 5.00
Re-Size Slab Hollow Core Door due to cut	Each	Nationally	\$ 20.00
Cut Hinged Slab Solid Core Door	Each	Nationally	\$ 5.00
Re-rail and Re-Size Slab Solid Core Door	Each	Nationally	\$ 30.00
Cut With Slab Solid Core Door	Each	Nationally	\$ 5.00
Re-rail and Re-Size Slab Solid Core Door	Each	Nationally	\$ 30.00
T-Astragal Fee	Each	Nationally	\$ 10.00
Flush Bolt	Each	Nationally	\$ 10.00

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Blinds			
Product available and Fabrication service provided nationally.			
Shorten Horizontal Blind Length	Each	Nationally	\$ 5.00
Shorten Vertical Blind Fee Length or Width	Each	Nationally	\$ 1.50

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Blindless Slab Door Cabinets			
Product and Fabrication service available nationally only in markets outlined in Services Value Proposition document.			
Base Cabinet Assembly	Each	Regionally	\$ 15.00
Luxurious Cabinet Assembly	Each	Regionally	\$ 30.00
Pantry Cabinet Fab Assembly	Each	Regionally	\$ 30.00
Skin Fee Assembly	Each	Regionally	\$ 5.00
Wall Cabinet Fab Fee Assembly	Each	Regionally	\$ 15.00

Product	Unit of Measure	Fabrication Service Available	Fabrication Fee
Blindless Slab Door Cabinets			

Confidential

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

New Pricing Effective 03/25/14

Labor Matrix

Product and Fabrication service available nationally.			
Considerable	Unit of Measure	Fabrication Services Available	Fabrication Fee - Product/Service
Product and Fabrication service available regionally (only in markets outlined in Services Vining Proposals documents).	Each	Regionally	\$ 12.00
Misc. Booths Fee	Each	Regionally	\$ 6.00
Misc. LAR Fee	Each	Regionally	\$ 15.50
Sink Cutout Fee	Each	Regionally	FREE
Lock Services (Custom Keying)			
Product and Fabrication service available nationally.	Unit of Measure	Fabrication Services Available	Fabrication Fee
Extra Key	Each	Nationally	\$ 2.00
Keying Fee - Key alike	Each	Nationally	\$ 5.50
Keying Fee - Master Key	Each	Nationally	\$ 6.00
Keying Fee - Grand Master Key	Each	Nationally	\$ 8.00
Core Key Fee	Each	Nationally	\$ 10.00
Laminated Door and Window Frames			
Product and Fabrication service available nationally.	Unit of Measure	Fabrication Services Available	Fabrication Fee
Trenching, Dyer and Drawer Frames			
Product and Fabrication service available nationally.	Unit of Measure	Fabrication Services Available	Fabrication Fee
All	Each	Nationally	FREE
Product and Fabrication service available nationally.			

Confidential

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

EXHIBIT 2

County Price Proposal

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

Cook County Price Proposal

This agreement will enable an overall value that will not exceed \$400,000.00 through the current contract from October 1, 2014 through September 31, 2015.

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

EXHIBIT 3

Maricopa County (Contract –RFP Serial 11019)



CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, a Florida Limited Partnership (collectively, "Contractor") for the purchase of Wholesale Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 WHOLESALE PRICE ADJUSTMENTS:

Catalog prices or pricing discounts based off the Contractor's current published catalog pricing are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."
- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 .
- 3.4 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):
 - 3.4.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Bill-to name and contact information
- Contract serial number
- Purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.4.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.4.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

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

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

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

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

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance

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

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

HD Supply Facilities Maintenance
Director, Institutional Sales
10641 Scripps Summit Ct.
P.O. Box 509058
San Diego, CA 92150-5098

6.8 REQUIREMENTS CONTRACT:

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately 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 County. 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 County 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.

6.10 TERMINATION FOR DEFAULT:

- 6.10.1 In addition to the rights reserved in the Contract, the County 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.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.10.3 The County 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 County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.10.4 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.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

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

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

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

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

6.20 SEVERABILITY:

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

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

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

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors

shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

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

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

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

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.31 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on

Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.32.1 Exhibit A, Pricing;
- 6.32.2 Exhibit B, Scope of Work;
- 6.32.3 Exhibit C, ARRA and FEMA Terms and Conditions

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Anesa Chaibi, President

PRINTED NAME AND TITLE

10641 Scripps Summit Ct. San Diego CA 92121

ADDRESS

7/1/11

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 19 2011

DATE

ATTESTED:

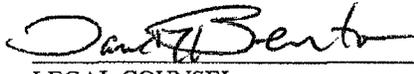


CLERK OF THE BOARD 070611

JUL 19 2011

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 15 2011

DATE

EXHIBIT A

PRICING

SERIAL 11019-RFP
 NIGP CODE: 45041
 RESPONDENT'S NAME: HD Supply Facilities Maintenance, Ltd.
 COUNTY VENDOR NUMBER : 2011000856 0
 ADDRESS: 10641 Scripps Summit Ct.
 San Diego, CA 92131
 P.O. ADDRESS: PO BOX 509058, San Diego, CA 92150-5098
 TELEPHONE NUMBER: 877-610-6912
 FACSIMILE NUMBER: 877-219-8526
 WEB SITE: www.hdsupplysolutions.com
 CONTACT (REPRESENTATIVE): Sheila Schnellenberger
 REPRESENTATIVE'S E-MAIL ADDRESS: Sheila.Schnellenberger@hdsupply.com

	<u>YES</u>	<u>NO</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]
PAYMENT TERMS: NET 30 DAYS		

1.0 PRICING:

1.2 Wholesale Catalog Discount By Category Annual Issue Date of Catalog Varies Annually

(Insert Sub-categories as necessary)

<u>Category 1</u>	<u>Appliances</u>	<u>Discount from List %</u>
	Appliance - Dishwasher Repair	20.00%
	Appliance - Dishwashers & other Appliances	5.00%
	Appliance - Gas Supply Lines & Fittings	15.00%
	Appliance - Ice Machines	5.00%
	Appliance - Laundry	5.00%
	Appliance - Microwaves	10.00%
	Appliance - Oven Repair	20.00%
	Appliance - Ovens	5.00%
	Appliance - Range Hood Filters	20.00%
	Appliance - Range Hoods	10.00%
	Appliance - Refrigerator Repair	15.00%
	Appliance - Refrigerators	5.00%
	Appliance - Washer & Dryer Repair	20.00%
<u>Category 2</u>	<u>Building Materials</u>	
	Building Materials	5.00%
	Fencing And Gates	5.00%
	Bi-Fold Doors	10.00%
	Bypass Doors	5.00%
	Moldings	20.00%
	Pre-hung Ext Doors	5.00%
	Pre-hung Int. Doors	5.00%
	Slab Doors	15.00%
<u>Category 3</u>	<u>Hardware</u>	
	Cabinet & Drawer Hardware	20.00%

SERIAL 11019-RFP

	Carpet	5.00%
	Ceiling Tile	5.00%
	Commercial Door Hardware	10.00%
	Commercial Locksets	10.00%
	Door & Wall Protection	20.00%
	Door Hinges & Closers	15.00%
	Door Security Hardware	15.00%
	Electronic Locks & Safes	5.00%
	Floor Tile	15.00%
	Tools - Fasteners	20.00%
	Tools - Gate & Garage Door Hardware	10.00%
	Laminate Flooring	5.00%
	Mailboxes & Accessories	20.00%
	Residential Locksets	10.00%
	Screen Frame & Wire	20.00%
	Sliding Patio Door Hardware	15.00%
	Wardrobe Hardware	20.00%
	Weatherization & Thresholds	20.00%
	Window Hardware	15.00%
<u>Category 4</u>	<u>HVAC</u>	
	Air Filtration	15.00%
	Air Handlers, Furnaces & Coils	5.00%
	Compressors & Fittings	10.00%
	Condensing Units	5.00%
	Exhaust Fans	15.00%
	Heaters	10.00%
	Hydronic Products, Controls & Gauges	10.00%
	Indoor Air Quality (IAQ)	15.00%
	PTAC & Ductless (Mini Splits)	5.00%
	Refrigerants & Compressed Gases	10.00%
	Repair Parts	15.00%
	Thermostats & Temperature Control	10.00%
	Thru-The-Wall Condensers	5.00%
	Tools & Supplies	10.00%
	Ventilation	15.00%
	Wall Air Conditioners	10.00%
	Window & Portable Air Conditioners	10.00%
	Tools- Fireplace	10.00%
<u>Category 5</u>	<u>Sprinkler/Irrigation</u>	
	Sprinkler Heads, Nozzles & Accessories	10.00%
	Sprinkler Valves & Accessories	15.00%
<u>Category 6</u>	<u>Janitorial</u>	
	Janitorial/Cleaning - Carpet Extractors & Floor Machines	10.00%
	Janitorial/Cleaning - Cleaning Chemicals	10.00%
	Janitorial/Cleaning - Cleaning Equipment & Supplies	15.00%
	Janitorial/Cleaning - Dillution Systems	5.00%
	Janitorial/Cleaning - Floor Mats & Non-Slip	15.00%
	Janitorial/Cleaning - Hand Soaps & Sanitizers	20.00%
	Janitorial/Cleaning - Paper Product	10.00%
	Janitorial/Cleaning - Pest Control	15.00%
	Janitorial/Cleaning - Trash Liners	10.00%
	Janitorial/Cleaning - Vacuums And Accessories	10.00%
	Janitorial/Cleaning - Waste Receptacles And Liners	10.00%
<u>Category 7</u>	<u>Landscaping Equipment and Supplies</u>	

SERIAL 11019-RFP

		Outdoor Equipment	5.00%
		Utility Vehicle & Accessories	10.00%
		Garden Hoses & Nozzles	15.00%
<u>Category 8</u>	<u>Motors/Pumps</u>		
		Circulator Pumps	10.00%
		Pumps & Regulators	10.00%
		Motors & Fan Blades	10.00%
<u>Category 9</u>	<u>Paints/Coatings</u>		
		Caulking	15.00%
		Interior Surface Repair	15.00%
		Outdoor Surface Repair	10.00%
		Paint	5.00%
		Paint Sundries	15.00%
		Primers	5.00%
		Spray Paint	15.00%
		Tapes & Adhesives	20.00%
		Wall & Ceiling Repair	20.00%
<u>Category 10</u>	<u>Plumbing</u>		
		Bathroom Hardware	20.00%
		Decorative Bath Hardware	15.00%
		Disposers & Repair	5.00%
		Escutcheons, Flanges & Trim Kits	15.00%
		Faucet & Shower Valve Repair	15.00%
		Faucets & Shower Valves	10.00%
		Handles And Index Buttons	15.00%
		Kitchen & Bar Faucets	10.00%
		Lavatory Faucets	10.00%
		Pop Ups & Repair	15.00%
		Public Washroom	15.00%
		Shower & Bath Accessories	20.00%
		Specialty & Commercial Faucets	5.00%
		Spouts & Aerators	15.00%
		Stems & Cartridges	10.00%
		Tub & Shower Valves	5.00%
		Tub Spouts & Showerheads	15.00%
		Tub Waste and Drain Repair	15.00%
		Controllers	10.00%
		Drain Cleaning Equipment	10.00%
		Metal & Plastic Tubular	15.00%
		Pipe Repair & Weatherization	15.00%
		Shower Doors, Tubs & Enclosures	10.00%
		Sink Repair	20.00%
		Sinks	15.00%
		Toilet & Tank Repair	10.00%
		Toilet Seats	20.00%
		Toilets	10.00%
		Water Coolers & Bubblers	10.00%
		Water Heater Repair	10.00%
		Water Heaters	5.00%
		Bath Vanities (Kitchen Cab)	5.00%
		Bathroom Vanities	15.00%
		Medicine Cabinets	15.00%
		Kitchen Cabinets	10.00%
<u>Category 11</u>	<u>Swimming Pool Supplies</u>		

SERIAL 11019-RFP

	Pool Chemicals	5.00%
	Pool Equipment	10.00%
	Pool And Patio Furniture	10.00%
<u>Category 12</u>	<u>Tools, General Purpose, Hand Held</u>	
	Acrylic Sheet	10.00%
	Barriers & Protectors	10.00%
	Carts & Trucks	15.00%
	Drywall Tools	15.00%
	Hand Tools	10.00%
	Ladders & Ladder Acc.	10.00%
	Lockout/Tagout	15.00%
	Lubricants	20.00%
	Occupational Safety	20.00%
	Plumbing Hand Tools	15.00%
	Power Equipment	5.00%
	Power Tool Accessories	15.00%
	Power Tools	5.00%
	Signage	20.00%
	Storage	15.00%
	Wheels & Casters	20.00%
	Flooring Tools	20.00%
<u>Category 13</u>	<u>Tools, Machine Type</u>	
	Shop Tools	5.00%
	Bench Top Tools	5.00%
<u>Category 14</u>	<u>Window Coverings</u>	
	1" Metal Plus Mini Blinds	20.00%
	2" Faux Wood Blinds	20.00%
	2" Metal Plus Blinds	20.00%
	3-1/2" Deluxe Vertical Blinds	15.00%
	Aluminum Mini Blinds	20.00%
	Vertical Blinds	20.00%
	Vinyl Mini Blinds	20.00%
	Window Covering Accessories	20.00%
	Window Shades & Rods	20.00%
<u>Category 15</u>	<u>Hospitality</u>	
	Hospitality Supply - ADA Communications	5.00%
	Hospitality Supply - Baby Cribs & Sheets	5.00%
	Hospitality Supply - Banquet Furniture	10.00%
	Hospitality Supply - Bathroom Hardware (Hospitality)	5.00%
	Hospitality Supply - Beds & Frames	5.00%
	Hospitality Supply - Bellman's Carts & Accessories	5.00%
	Hospitality Supply - Business Forms	15.00%
	Hospitality Supply - Cleaning Equipment and Supplies	5.00%
	Hospitality Supply - Conference A/V Equipment	5.00%
	Hospitality Supply - Crowd Management	5.00%
	Hospitality Supply - Extended Stay/Timeshare Supp & Equip	10.00%
	Hospitality Supply - Fitness Equipment	5.00%
	Hospitality Supply - Food & Beverage Equipment & Supplies	10.00%
	Hospitality Supply - Guest Room Appliances	5.00%
	Hospitality Supply - Guest Room Case Goods & Furniture	5.00%
	Hospitality Supply - Guest Room Coffee Makers & Coffee	5.00%
	Hospitality Supply - Guest Room Printed Supplies	15.00%

SERIAL 11019-RFP

	Hospitality Supply - Guest Room Supplies	10.00%
	Hospitality Supply - Handsoaps & Dispensers	5.00%
	Hospitality Supply - Hospitality Ice Machines	5.00%
	Hospitality Supply - Housekeeping Carts & Accessories	10.00%
	Hospitality Supply - Laundry Carts & Accessories	10.00%
	Hospitality Supply - Logo Amenities	5.00%
	Hospitality Supply - Personal Care Amenities	5.00%
	Hospitality Supply - Restaurant Equipment & Supplies	5.00%
	Hospitality Supply - Room Decor	5.00%
	Hospitality Supply - Shower Curtains & Liners	10.00%
	Hospitality Supply - Telephones & Accessories	10.00%
<u>Category 16</u>	<u>Water/Wastewater Treatment</u>	
	Water Filtration	10.00%
	Pipe & Pipe Fittings	10.00%
	Water Supply & Fittings	20.00%
<u>Category 17</u>	<u>Miscellaneous</u>	
	Ability One - Brooms & Brushes	5.00%
	Ability One - Cleaning Supplies	15.00%
	Ability One - Floor Care	5.00%
	Ability One - Paint & Tape	5.00%
	Ability One - Paper Products - AbilityOne	5.00%
	Ability One - Safety & Sundries	5.00%
	Electrical - Audio/Video Accessories	15.00%
	Electrical - Audio/Video Equipment	5.00%
	Electrical - Building Wire	15.00%
	Electrical - Cameras	10.00%
	Electrical - Carbon Monoxide Alarms	10.00%
	Electrical - Circuit Breakers & Fuses	10.00%
	Electrical - Conduit & Weatherproof/Electrical Boxes	20.00%
	Electrical - Door Chimes & Intercoms	20.00%
	Electrical - Electrical Tools & Meters	10.00%
	Electrical - Fire Extinguishers & Cabinets	10.00%
	Electrical - Lighting Controls	15.00%
	Electrical - Office Machines	10.00%
	Electrical - Plug & Connectors	20.00%
	Electrical - Power Cords & Connectors	15.00%
	Electrical - Security & Surveillance	15.00%
	Electrical - Smoke Alarms & Fire Safety	10.00%
	Electrical - Surge Protection	20.00%
	Electrical - Telephone & Video Repair	20.00%
	Electrical - Time Switches	15.00%
	Electrical - Two-Way Communications	10.00%
	Electrical - Wall Plates	20.00%
	Electrical - Wiring Devices	20.00%
	Electrical - Wiring Devices - GFCIs	15.00%
	Electrical - Wiring Devices - Receptacles	20.00%
	Electrical - Wiring Supplies	15.00%
	Healthcare - Aids to Daily Living	10.00%
	Healthcare - Bathing & Toileting	10.00%
	Healthcare - Bathing Units/Supplies & Repair	5.00%
	Healthcare - Bed & Bath Linen	10.00%
	Healthcare - Bed Repair Parts	10.00%
	Healthcare - Beds & Case Goods	5.00%
	Healthcare - Carts & Receptacles	5.00%

SERIAL 11019-RFP

Healthcare - Incontinent Care	5.00%
Healthcare - Janitorial	10.00%
Healthcare - Lifts & Slings	5.00%
Healthcare - Mattresses	5.00%
Healthcare - Mobility Aids & Repair Parts	10.00%
Healthcare - Nurse Call & Audio/Video Equipment	10.00%
Healthcare - Patient Care	10.00%
Healthcare - Privacy Curtains & Hardware	10.00%
Healthcare - Resident Monitoring / Fall Prevention	10.00%
Healthcare - Respiratory Aid	10.00%
Healthcare - Wheelchair Cushions & Accessories	10.00%
Healthcare - Wheelchair Repair Parts	15.00%
Healthcare - Wheelchairs & Walkers	5.00%
Lamps & Ballasts - A-Lamps	15.00%
Lamps & Ballasts - Ballasts & Starters	10.00%
Lamps & Ballasts - Batteries & Flashlights	20.00%
Lamps & Ballasts - Decorative Lamps	20.00%
Lamps & Ballasts - Fluorescent Lamp Adapters	20.00%
Lamps & Ballasts - Fluorescent Tubes	10.00%
Lamps & Ballasts - H.I.D. Lamps	15.00%
Lamps & Ballasts - Halogen Lamps	20.00%
Lamps & Ballasts - Lamps & Ballasts - CLEARANCE	10.00%
Lamps & Ballasts - LED Lamps	5.00%
Lamps & Ballasts - PAR Lamps	15.00%
Lamps & Ballasts - Pin Based Compact Fluorescents	20.00%
Lamps & Ballasts - Reflector Lamps	20.00%
Lamps & Ballasts - Special Application Lamps	20.00%
Lighting Fixtures - Bathroom Fixtures	20.00%
Lighting Fixtures - Ceiling Fans	15.00%
Lighting Fixtures - Chandeliers & Pendants	20.00%
Lighting Fixtures - CLEARANCE - LIGHT FIXTURES	10.00%
Lighting Fixtures - Emergency Lighting Fixtures	15.00%
Lighting Fixtures - Exterior Fluorescent Fixtures	15.00%
Lighting Fixtures - Exterior Incandescent Fixtures	15.00%
Lighting Fixtures - Exterior LED Fixtures	15.00%
Lighting Fixtures - Hospitality Fixtures	15.00%
Lighting Fixtures - Interior Fluorescent Fixtures	15.00%
Lighting Fixtures - Interior Incandescent Fixtures	20.00%
Lighting Fixtures - Lamp Shades	20.00%
Lighting Fixtures - Light Fixture Glass	20.00%
Lighting Fixtures - Light Fixture Repair	20.00%
Lighting Fixtures - Linear Fluorescent Fixtures	10.00%
Lighting Fixtures - Post-Top Fixtures	5.00%
Lighting Fixtures - Recessed & Track Lighting	10.00%
Lighting Fixtures - Security Lighting	15.00%
Lighting Fixtures - Wall Sconces	15.00%
Office Solutions - Desktop	5.00%
Office Solutions - Ink/Toner	5.00%
Office Solutions - Labels	5.00%
Office Solutions - Low Tech	5.00%
Office Solutions - Mailroom/Shipping	5.00%
Office Solutions - Paper	5.00%
Office Solutions - Planning/Organization	5.00%
Office Solutions - Technology	5.00%

SERIAL 11019-RFP

	Office Solutions - Writing	5.00%
	Safety & Signage - Clearance - Safety & Signage	5.00%
	Textiles - Blankets	5.00%
	Textiles - Clearance Textiles	5.00%
	Textiles - Mattress Pads Covers Toppers	5.00%
	Textiles - Pillows And Protectors	5.00%
	Textiles - Robes And Slippers	10.00%
	Textiles - Sheets	5.00%
	Textiles - Table Line	5.00%
	Textiles - Top Of Bed	5.00%
	Textiles - Towels	5.00%
	Tools - Ice Melt	10.00%
	Hospitality Supply - Office Supplies & Equipment	15.00%
<u>Category 18</u>	<u>In Store Services</u>	
	Fabrication - Mirror/Glass Fabrication	0.00%
	Fabrication - Bi-pass Doors Fabrication	0.00%
	Fabrication - Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - Cabinet Drawer Boxes Fabrication	0.00%
	Fabrication - Countertops Fabrication	0.00%
	Fabrication - TF Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - Locks Fabrication	0.00%
	Fabrication - S/O Cabinet Doors & Fronts Fabrication	0.00%
	Fabrication - S/O Countertops Fabrication	0.00%
	Fabrication - Screening Fabrication	0.00%

PLEASE SUBSTITUTE ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.

MAR 26 2012

SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - HD Supply Facilities Maintenance

DATE OF LAST REVISION: March 26, 2012 CONTRACT END DATE: July 31, 2014

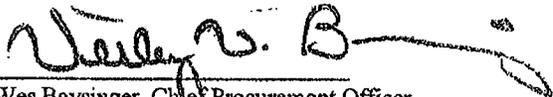
AMENDMENT #1(DTD 03/26/12) PRICING CHANGES POSTED AT END OF CONTRACT.

CONTRACT PERIOD THROUGH JULY 31, 2014

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for MRO SUPPLIES AND RELATED SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on July 06, 2011 (Eff. 08/01/11).

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

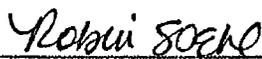

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

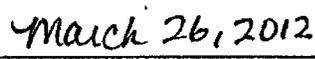
CH/ua
Attach

Copy to: Office of Procurement Services
Richard Crago, Facilities Management
Jim Baker, Public Works- MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:


Signature:


Date:

CONTRACT AMENDMENT #1

HD SUPPLY FACILITIES MAINTENANCE, LLP

EFFECTIVE 03/26/ 2012

Effective with the March 26, 2012 HD Supply Catalog release date, the following price changes to Section 1.0 (Pricing) are agreed upon between HD Supply Facilities Maintenance and Maricopa County:

1. Category 4 (HVAC) Refrigerants and Compressed Gases, shall be 15.00% Discount from List. All items within this category, with the exception of R22, shall remain fixed for the catalog year. R22's daily price will fluctuate based on the Daily Call for Price amount.
2. Demolition and Installation charges are updated as indicated.

SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - HD Supply Facilities Maintenance

DATE OF LAST REVISION: May 28, 2013

CONTRACT END DATE: July 31, 2014

AMENDMENT #2(DTD 03/25/13) PRICING CHANGES POSTED AT END OF CONTRACT.

AMENDMENT #1(DTD 03/26/12) PRICING CHANGES POSTED AT END OF CONTRACT.

CONTRACT PERIOD THROUGH JULY 31, 2014

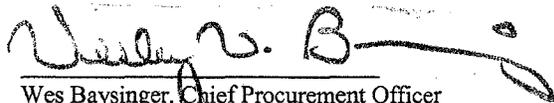
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for MRO SUPPLIES AND RELATED SERVICES

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


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Valerie Chavez, MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)

CONTRACT AMENDMENT #2
HD SUPPLY FACILITIES MAINTENANCE, LLP
EFFECTIVE 03/25/2013

Effective with the March 25th, 2013 HD Supply Catalog release date, the following price changes to Section 1.0 (Pricing) are agreed upon between HD Supply Facilities Maintenance and Maricopa County:

1. Contract allows for catalog price and pricing discounts to be adjusted annually in conjunction with the annual catalog publication date. The dates of this recent catalog publication (V63) are March 25th, 2013 through the end of March 2014.
2. The prices for the various services including installation have increased and decreased on a regional basis.



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 258-1573

December 19, 2013

HD Supply Facilities Maintenance, LTD.
PO Box 509058
San Diego, CA 92150-9058

We are pleased to notify you that Maricopa County has renewed your contract to supply **MRO SUPPLIES AND RELATED SERVICES** as indicated on the attached award sheet with an effective date of **August 01, 2014**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **11019-RFP** please contact **Derron Wasp** at **(602) 506-3823**.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Wasp", written over a horizontal line.

Derron Wasp, Procurement Officer
Office of Procurement Services

DW/ua
Attach.

cc: Office of Procurement Services
re: Serial 11019-RFP

**PLEASE REVIEW ATTACHED REVISED
PAGES TO SUBJECT CONTRACT.**

DEC 19 2013

**SERIAL 11019-RFP MRO SUPPLIES AND RELATED SERVICES
Contract - HD Supply Facilities Maintenance**

DATE OF LAST REVISION: December 19, 2013 CONTRACT END DATE: July 31, 2017

AMENDMENT #2 (DTD 03/25/13) PRICING CHANGES POSTED AT END OF CONTRACT.

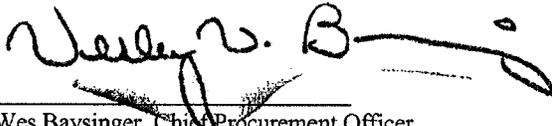
AMENDMENT #1(DTD 03/26/12) PRICING CHANGES POSTED AT END OF CONTRACT.

CONTRACT PERIOD THROUGH JULY 31, 2014 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for MRO SUPPLIES AND RELATED SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2011 (Eff. 08/01/11)**.

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



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/ua
Attach

Copy to: **Office of Procurement Services**
Don Jeffery, Facilities Management
Valerie Chavez, MCDOT

(Please remove Serial 05091-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HD Supply Facilities Maintenance, a Florida Limited Partnership (collectively, "Contractor") for the purchase of Wholesale Maintenance, Repair and Operating (MRO) commodities and related services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1st) day of August, 2011 and ending the thirty-first (31st) day of July, 2014 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 WHOLESALE PRICE ADJUSTMENTS:

Catalog prices or pricing discounts based off the Contractor's current published catalog pricing are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."
- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

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

- Company name, address and contact
- Bill-to name and contact information
- Contract serial number
- Purchase order number

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000

Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 **Workers' Compensation:**

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

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 **Certificates of Insurance**

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

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

6.3 **WARRANTY OF SERVICES:**

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services

For Contractor:

HD Supply Facilities Maintenance
Director, Institutional Sales
10641 Scripps Summit Ct.
San Diego, CA 92131

Mailing address:

HD Supply Facilities Maintenance
Director, Institutional Sales
P.O. Box 509058
San Diego, CA 92150-5098

6.8 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately 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 County. 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 County 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.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County 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.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County 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 County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 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.

6.11 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 **OFFSET FOR DAMAGES;**

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

6.14 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 **SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

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

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

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

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

6.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

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

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

6.21 SEVERABILITY:

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

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

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

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.32 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

6.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.33.1 Exhibit A, Pricing (See second page)

6.33.2 Exhibit B, Scope of Work;

6.33.3 Exhibit C, ARRA and FEMA Terms and Conditions

6.34 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.34.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

6.34.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

HD SUPPLY FACILITIES MAINTENANCE, LTD., PO BOX 509058, SAN DIEGO, CA 92150-9058

DESCRIPTION	West		Northwest		Southwest		Southcentral		Midwest		Central		Midsouth		Southeast		Midatlantic		Northeast	
	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL	INSTALL	INSTAL
MINI BLIND	\$ 20.28	\$ 23.32	\$ 16.22	\$ 15.21	\$ 18.66	\$ 22.31	\$ 16.22	\$ 15.21	\$ 18.66	\$ 22.31	\$ 16.22	\$ 17.24	\$ 16.22	\$ 17.24	\$ 16.22	\$ 17.24	\$ 16.22	\$ 16.22	\$ 24.54	\$ 24.54
VANITY MIRRORS	\$ 13.52	\$ 15.55	\$ 10.82	\$ 10.14	\$ 12.44	\$ 14.87	\$ 10.82	\$ 10.14	\$ 12.44	\$ 14.87	\$ 10.82	\$ 11.49	\$ 10.82	\$ 11.49	\$ 10.82	\$ 11.49	\$ 10.82	\$ 10.82	\$ 16.36	\$ 16.36
MILLWORK																				
ENTRY SLAB DOOR	\$ 135.19	\$ 155.47	\$ 103.15	\$ 101.39	\$ 124.37	\$ 148.71	\$ 103.15	\$ 101.39	\$ 124.37	\$ 148.71	\$ 103.15	\$ 114.91	\$ 103.15	\$ 114.91	\$ 103.15	\$ 114.91	\$ 103.15	\$ 103.15	\$ 163.58	\$ 163.58
ENTRY PRE-HUNG DOOR	\$ 188.98	\$ 194.33	\$ 135.19	\$ 126.74	\$ 155.47	\$ 185.88	\$ 135.19	\$ 126.74	\$ 155.47	\$ 185.88	\$ 135.19	\$ 143.64	\$ 135.19	\$ 143.64	\$ 135.19	\$ 143.64	\$ 135.19	\$ 135.19	\$ 204.47	\$ 204.47
INTERIOR SLAB DOOR	\$ 101.39	\$ 116.60	\$ 81.11	\$ 76.04	\$ 93.28	\$ 111.53	\$ 81.11	\$ 76.04	\$ 93.28	\$ 111.53	\$ 81.11	\$ 86.18	\$ 81.11	\$ 86.18	\$ 81.11	\$ 86.18	\$ 81.11	\$ 81.11	\$ 122.68	\$ 122.68
INTERIOR PRE-HUNG DOOR	\$ 148.71	\$ 171.01	\$ 118.97	\$ 111.53	\$ 136.81	\$ 163.58	\$ 118.97	\$ 111.53	\$ 136.81	\$ 163.58	\$ 118.97	\$ 126.40	\$ 118.97	\$ 126.40	\$ 118.97	\$ 126.40	\$ 118.97	\$ 118.97	\$ 179.93	\$ 179.93
BI-FOLD CLOSET DOORS	\$ 40.56	\$ 46.64	\$ 32.45	\$ 30.42	\$ 37.31	\$ 44.61	\$ 32.45	\$ 30.42	\$ 37.31	\$ 44.61	\$ 32.45	\$ 34.47	\$ 32.45	\$ 34.47	\$ 32.45	\$ 34.47	\$ 32.45	\$ 32.45	\$ 49.07	\$ 49.07
MIRRORED WARDROBE DOOR	\$ 101.39	\$ 116.60	\$ 81.11	\$ 76.04	\$ 93.28	\$ 111.53	\$ 81.11	\$ 76.04	\$ 93.28	\$ 111.53	\$ 81.11	\$ 86.18	\$ 81.11	\$ 86.18	\$ 81.11	\$ 86.18	\$ 81.11	\$ 81.11	\$ 122.68	\$ 122.68
CLOSET SHELF & ROD	\$ 6.76	\$ 7.77	\$ 5.41	\$ 5.07	\$ 6.22	\$ 7.44	\$ 5.41	\$ 5.07	\$ 6.22	\$ 7.44	\$ 5.41	\$ 5.75	\$ 5.41	\$ 5.75	\$ 5.41	\$ 5.75	\$ 5.41	\$ 5.41	\$ 8.18	\$ 8.18
BASE BOARD	\$ 2.70	\$ 3.11	\$ 2.16	\$ 2.03	\$ 2.49	\$ 2.97	\$ 2.16	\$ 2.03	\$ 2.49	\$ 2.97	\$ 2.16	\$ 2.30	\$ 2.16	\$ 2.30	\$ 2.16	\$ 2.30	\$ 2.16	\$ 2.16	\$ 3.27	\$ 3.27
CASING	\$ 20.28	\$ 23.32	\$ 16.22	\$ 15.21	\$ 18.66	\$ 22.31	\$ 16.22	\$ 15.21	\$ 18.66	\$ 22.31	\$ 16.22	\$ 17.24	\$ 16.22	\$ 17.24	\$ 16.22	\$ 17.24	\$ 16.22	\$ 16.22	\$ 24.54	\$ 24.54
CHAIR RAIL	\$ 4.06	\$ 4.66	\$ 3.24	\$ 3.04	\$ 3.73	\$ 4.46	\$ 3.24	\$ 3.04	\$ 3.73	\$ 4.46	\$ 3.24	\$ 3.45	\$ 3.24	\$ 3.45	\$ 3.24	\$ 3.45	\$ 3.24	\$ 3.24	\$ 4.91	\$ 4.91
CROWN MOLDING	\$ 5.41	\$ 6.22	\$ 4.33	\$ 4.06	\$ 4.97	\$ 5.95	\$ 4.33	\$ 4.06	\$ 4.97	\$ 5.95	\$ 4.33	\$ 4.60	\$ 4.33	\$ 4.60	\$ 4.33	\$ 4.60	\$ 4.33	\$ 4.33	\$ 6.54	\$ 6.54

This pricing is designed to be in the context of an interior renovation project. A limited scope or single category (ie. Replacing electrical switches and outlets only) would be priced per job as specified by the scope of work. Pricing subject to change every March based on HD Supply Catalog price changes.

PRICING SHEET: NIGP CODE 45041

Vendor Number: 2011000856 0

Certificates of Insurance Required

Contract Period: To cover the period ending July 31, 2014 2017

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

EXHIBIT 4

General Conditions

Contract No. 1385-12990
Maintenance, Repair and Operating
(MRO) Supplies and Related Services.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Bella Bagno, Inc.

Address: 5500 West Touhy, Unit E, Skokie, IL 60077

E-mail: cynthia@bellabagno.com

Contact Person: Cynthia Lazarus Phone: 847-673-7328

Dollar Amount Participation: \$ Dollar amount will be determined by the needs and purchases made by Cook County

Percent Amount of Participation: 1%; Selected 1% goal because no buying pattern established for Cook County %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Bella Bagno, Inc. Certifying Agency: _____
Address: 5500 West Touhy, Unit E Certification Expiration Date: _____
City/State: Skokie, IL Zip: 60077 FEIN# _____
Phone: 847-673-7328 Fax: _____ Contact Person: Cynthia Lazarus
E-mail: Cynthia@bellabagno.com Contract #: 847-673-7328

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Anti-microbial urinal mats

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above-described Commodities/Services:

Dollar amount will be determined by the needs and purchases made by Cook County. Terms of Payment are established in the Buy/Sell Agreement between HD Supply Facilities Maintenance and this MBE/WBE.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Cynthia A. Lazarus
Signature (M/WBE)

CYNTHIA LAZARUS
Print Name

BELLA BAGNO, INC
Firm Name

1/3/14
Date

Robin Soehl
Signature (Prime Bidder/Proposer)

Robin Soehl
Print Name

HD Supply Facilities Maintenance, Ltd
Firm Name

10 - January - 2014
Date

Subscribed and sworn before me

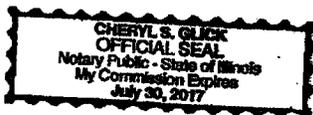
this 3 day of Jan, 2014
Notary Public Cheryl S. Glick

SEAL

Subscribed and sworn before me

this 10 day of JANUARY, 2014
Notary Public Margaret Ann Kelley

SEAL



**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**

Earleyn Collins	1 st Dist.	Bridget Galbraith	10 th Dist.
Robert Shreve	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fitzley	12 th Dist.
William M. Bonebrake	4 th Dist.	Lawrence Suffredin	13 th Dist.
Deborah Glass	5 th Dist.	Gregg Goslin	14 th Dist.
Joan F. Murphy	6 th Dist.	Timothy O. Schneider	15 th Dist.
Joseph G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter R. Silvestri	9 th Dist.		



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE**

**JACQUELINE GOMEZ
DIRECTOR**

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

March 1, 2013

Ms. Cynthia Lazarus, President
Bella Bagno, Inc.
5500 W. Touhy Avenue, Suite E
Skokie, IL 60077

Annual Certification Expires: March 1, 2014

Dear Ms. Lazarus:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This annual WBE Certification is valid until March 1, 2014.

As a condition of continued Certification during the three (3) year term, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises, Women and Veteran Business Enterprises in the area(s) of specialty:

Regular Dealer: Hygolet Sanitary Toilet Seat Systems and Components including Sales, Installation and Maintenance; TSA and Airport Security Antimicrobial Disposable - Checkpoint Runners, Wanding Mat and Urinal Mat with Time In Service Monitor

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Program.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ek

2015



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER **FULL WBE WAIVER**

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

25 % of Reduction for MBE Participation

9 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

Please refer to the attached Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County
(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

(4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
Please refer to the attached Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

(5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**
Please refer to the attached Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

Prepared by Mary King Newton-Gruswitz, Institutional Contracts Administrator

2012

- Original Economic Disclosure Statement and Execution Document submitted to Cook County in June of 2012. At that time, the following MBE/WBE vendors were submitted with the applicable signed and notarized Utilization Plan and Letter of Intent:
 - **See All Industries** - a WBE Vendor in Chicago, IL
 - **Orion Enterprises** - an MBE Vendor in Wheeling, IL
- Worked with HD Supply Facilities Maintenance (HDSFM) Merchandising, principally Elyn McDowell, Associate Merchant - Category to identify five (5) MBE/WBE vendors that could be included in resubmission of Economic Disclosure Statement and Execution documents in an application for establishment of a Supplies contract with Cook County, Illinois.
- Worked closely with Nicole Large, Administrative Analyst and Lisa Alexander, Compliance Office Manager at Cook County to ensure the submission we were preparing was in line with the needs and expectations of Cook County. Ted Walker had developed a working relationship with Nicole Large in the first attempts he made to submit acceptable documents to Cook County.
- We resubmitted the Economic Disclosure Statement and Execution documents to Cook County on October 9, 2012.

We submitted Letters of Intent and Diversity Certifications for the following:

Atwater Supply – a WBE, HVAC Vendor in San Diego, CA

Diversified Hospitality Solutions – an MBE, Hospitality Vendor in El Cajon, CA

Williams-Pyro – a WBE, Fire Prevention Vendor in Fort Worth, TX

Queenaire Technologies – a WBE, Ozone Generator Vendor in Ogdensburg, NY

Lavelle Industries – a WBE, Toilet Repair Vendor in Burlington, WI

- By the end of October we learned that the package had not been accepted for presentation to the October Board meeting since not all of the MBE/WBE vendors were nationally accredited or acceptable to Cook County. As stated previously, close coordination with the Cook County contacts was performed to be certain we were achieving the requirements enunciated to us.

Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

- Nicole Large advised to resubmit with Queenaire Technologies and Lavelle Industries, since these vendors are nationally accredited. Nicole's on-going work with us indicated a sincere effort to help. She advised that we have the vendors fill out the "Percentage Amount of Participation" line on their Utilization Plans although she recognized it as arbitrary information since no specific product need or categories had been defined by Cook County.
- We were also advised to rush and resubmit the changed documentation for these two vendors by the first week of November so that it could be reconsidered in the November Board meeting, which was to be the last held in 2012. Both vendors quickly sent their revised documentation by overnight courier to HDSFM. These revised documents were included in the Economic Disclosure Statement and Execution documents that were received by overnight courier in Cook County on November 5, 2012 at 9:30 in the morning.
- By the end of November we learned that this submission had also been rejected. Ted Walker and Sheila Schnellenberger met in a face-to-face meeting with Cook County representatives Lisa Alexander and Shannon Andrews, Director, Diverse Business Support Program on December 19, 2012.
- A more clear indication was given in this meeting of the only MBE/WBE vendors that Cook County would be able to accept. A Meeting Recap was distributed internally at HDSFM on December 20, 2012 by Sheila Schnellenberger, Director of National Accounts that outlined attendees, discussions and suggestions from the December 19th meeting.

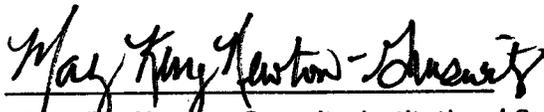
Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

2013

- A suggested indication of acceptable MBE/WBE vendors for Cook County was a search on both the City of Chicago and Cook County websites to identify Approved MBE/WBE vendors that would be acceptable.
- The Cook County website is particularly arduous, as had been questioned about with Nicole and Lisa back in 2012. The Contracts Department at HDSFM was not able to extract usable information from the Cook County website. The City of Chicago website was much more user friendly but only two (2) MBE/WBE vendors were found under a search for "Manufacturers". Consultation with Lisa Alexander in Cook County for the correct search parameters elicited only two (2) vendors. Ted Walker advised that when he was in Cook County, Lisa Alexander had been able to pull up numerous MBE/WBE vendors. Lisa went online during our phone conversation and completed the same search as me, which she advised was correct, and retrieved the identical same two vendors.
- Since we had already explored direct vendors with Merchandising the previous year, we decided to try for indirect vendors that were approved by Cook County. On January 15, 2013, inquiry was made working with HDSFM employees Bonnie Stribling, Indirect Purchase Specialist and Deborah Lyall, Manager, Purchasing about any annual spend that we have with either of the two vendors, Highway Safety Corp. or KOI Computers.
- Deborah Lyall advised that we do use Safety Gloves for the DCs and asked if she should bid Highway Safety Corp for these items. Upon the suggestion of the Contract's Department, she employed Troy Donoghue, HDSFM Indirect Purchasing Specialist.
- At the beginning of the following week, since we'd gotten no reply from Ruben Meleisio, a new search was conducted on the City of Chicago website. This time, on January 23, 2013, ten (10) approved vendors that we may be able to use were retrieved. Purchasing & Merchandising were requested to review these vendors for possible Direct/Indirect spend opportunities. Deborah Lyall advised of Purchasing's tight schedule as a result of year end but advised that she would pursue soon. Elyn McDowell and Jeff Brown, Director Merchandising were questioned on any spend opportunities with these ten vendors.

Summary of Actions Taken to Identify MBE/WBE Vendors for Cook County

- At end of January, beginning of February a timeline of attempts to provide acceptable MBE/WBE vendors to Cook County was distributed to the entire HDSFM team involved in the onsite negotiations back in December. Merchandising was able to identify two (2) potential Cook County approved vendors from the ten (10) possibilities identified for them. Merchandising began to engage these two vendors, ASC Window Corporation and Bella Bagno. These two (2) vendors were immediately engaged in the affiliation process and hope had been to have them set up by the end of February. By the 20th of February, only Bella Bagno, a WBE vendor was moving forward in the registration and placement of a Small Business Agreement (SBA) with HDSFM.
- Now that Bella Bagno, Inc. has established the SBA with HDSFM, the required, notarized signature from Cynthia Lazarus, Director at Bella Bagno, Inc. on the applicable Utilization Plan and Letter of Intent has been obtained.
- These documents are incorporated into the originally submitted Economic Disclosure Statement for review by Jacqueline Gomez, Director, Office of Contract Compliance. In a previous conversation, Ms. Gomez indicated that these documents for Bella Bagno, Inc. and a synopsis of past compliance efforts should help us meet the MBE/WBE Participation requirement.



Mary King Newton-Gruswitz, Institutional Contracts Administrator

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name HD Supply Facilities Maintenance, Ltd. D/B/A: _____ EIN NO.: 52-2418852

Street Address: 10641 Scripps Summit Court

City: San Diego State: CA Zip Code: 92131

Phone No.: 877-610-6912

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
HD Supply Facilities Maintenance Group, Inc.,	3100 Cumberland Blvd, Ste. 1700, Atlanta, GA 30339	28.6064%
HD Supply Holding, LLC,	3100 Cumberland Blvd, Ste. 1700, Atlanta, GA 30339	70.3936%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robin Soehl
 Name of Authorized Applicant/Holder Representative (please print or type)

Robin Soehl
 Signature

Robin.Soehl@HDSupply.com
 E-mail address

VP, Strategy & Channel Development
 Title

31-October-2014
 Date

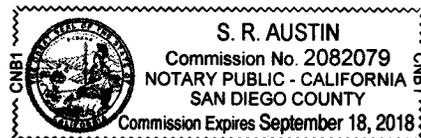
858-831-2381
 Phone Number

Subscribed to and sworn before me this 31 day of October, 2014.

x S. R. Austin
 Notary Public Signature

My commission expires:

Notary Seal





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Robin Soehl Title: VP, Strategy & Channel Development

Business Entity Name: HD Supply Facilities Maintenance, Ltd. Phone: 877-610-6912

Business Entity Address: 10641 Scripps Summit Court, San Diego, CA 92131

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. <u>N/A</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

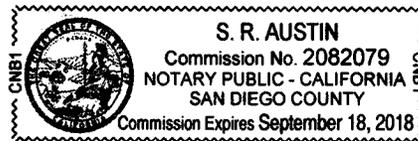
If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Robin Soehl 31-October-2014
 Owner/Employee's Signature Date
 HD Supply ~~GP & Management, Inc.~~ General Partner
Facilities Maintenance
 Subscribe and sworn before me this 31 Day of October, 20 14

a Notary Public in and for San Diego County
S. R. Austin
 (Signature)



NOTARY PUBLIC
SEAL

My Commission expires 9/18/2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: HD Supply Facilities Maintenance, Ltd.

BUSINESS ADDRESS: 10641 Scripps Summit Court, San Diego, CA 92131

BUSINESS TELEPHONE: 877-610-6912 FAX NUMBER: 877-219-8526

CONTACT PERSON: Robert Canavan FEIN/SSN: 52-2418852

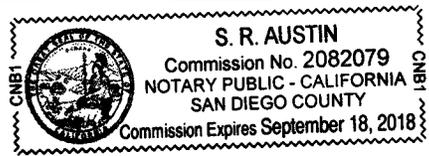
*COOK COUNTY BUSINESS REGISTRATION NUMBER: 15375

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: *Robin Soehl*
Robin Soehl, VP Strategy & Channel Development
HD Supply GP & Management, Inc., General Partner
Facilities Maintenance Ltd

Date: _____

Subscribed to and sworn before me this
31 day of October, 2014.



My commission expires:

X *S. R. Austin*
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

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BUSINESS ADDRESS: 10641 Scripps Summit Court, San Diego, CA 92131

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CONTACT PERSON: Robert Canavan FEIN/SSN: 52-2418852

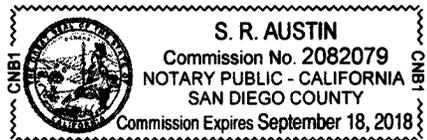
*COOK COUNTY BUSINESS REGISTRATION NUMBER: 15375

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: *Robin Soehl*
Robin Soehl, VP Strategy & Channel Development
HD Supply ~~GP & Management, Inc.~~, General Partner
Facilities Maintenance Ltd

Date: 31-October-2014

Subscribed to and sworn before me this
31 day of October, 2014.



My commission expires:

X *S. R. Austin*
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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CONTACT PERSON: Robert Canavan FEIN/SSN: 52-2418852

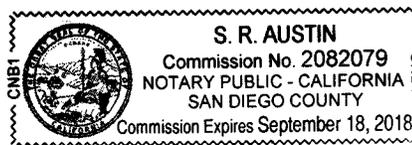
*COOK COUNTY BUSINESS REGISTRATION NUMBER: 15375

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: *Robin Soehl*
Robin Soehl, VP Strategy & Channel Development
HD Supply ~~GP & Management, Inc.~~, General Partner
Facilities Maintenance, Ltd

Date: 31-October-2014

Subscribed to and sworn before me this
31 day of October, 2014.



My commission expires:

x *S. R. Austin*
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**HD SUPPLY GP & MANAGEMENT, INC.
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
IN LIEU OF A MEETING**

March 1, 2011

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all the members of the Board of Directors of HD Supply GP & Management, Inc., a Delaware corporation (the "Company"), do hereby consent to and take the following actions, and adopt the following resolutions:

RESOLVED, that that the following persons are hereby elected to serve in accordance with the bylaws as the officers of the Company in the offices set forth opposite their names below, to serve until their successors are duly elected and qualified or until the earliest to occur of their death, disability, incapacity, removal or resignation:

Name	Title
Joseph J. DeAngelo	Chief Executive Officer
Ronald J. Domanico	Vice President
Ricardo Nunez	Vice President and Secretary
Vidya Chauhan	Vice President
Anesa Chaibi	President, HD Supply Facilities Maintenance
Brett Brown	Vice President and Chief Financial Officer, HD Supply Facilities Maintenance
Robin Soehl	Vice President, HD Supply Facilities Maintenance
Steve Margolius	Chief Commercial Officer and Chief Executive Officer, HD Supply Electrical
Lester Jenkins	President, HD Supply Electrical
Steve Ferry	President, HD Supply Plumbing/HVAC
Brian Crutchfield	Vice President and Chief Financial Officer, HD Supply Electrical and HD Supply Plumbing/HVAC
Rick McClure	President, HD Supply Utilities
Alan Johansen	Vice President and Chief Financial Officer, HD Supply Utilities
Jerry Webb	President, HD Supply Waterworks
Don Clayton	Vice President and Chief Financial Officer, HD Supply Waterworks
Joseph C. Izganics	Senior Vice President-Crown Bolt and HD Supply Repair & Remodel; President, Creative Touch Interiors
Michael C. Lo	Vice President and Chief Financial Officer, Creative Touch Interiors
John A. Stegeman	President, White Cap Construction Supply
Alan Sollenberger	Vice President and Chief Financial Officer, HD Supply Construction Supply

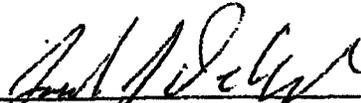
David Mekus	Vice President/Sourcing, HD Supply Construction Supply
Michael L. Stanwood	President, HD Supply Industrial PVF
Jeff Legrand	Vice President, HD Supply Industrial PVF
Rich Fiechter	President, HD Supply Repair & Remodel
Jon Michael Adinolfi	President, Crown Bolt
Vasken Altounian	President, HD Supply Canada
James Aiken	Assistant Secretary
Leo Cook	Assistant Secretary
Mark Harris	Assistant Secretary
Celia Peressini	Assistant Secretary
Bindu Rao	Assistant Secretary
Ken Veneziano	Assistant Secretary
Katherine Boelte	Treasurer
Evan Levitt	Assistant Treasurer
Jeffrey Monday	Assistant Treasurer

FURTHER RESOLVED, that any and all prior lawful actions taken by any of the officers elected by the resolutions set forth above, in such capacity, be, and they hereby are, ratified and approved in all respects.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this written consent effective as of the date set forth above:

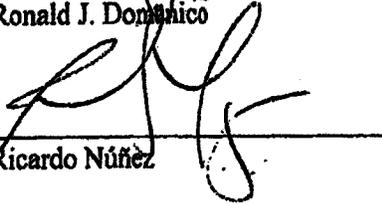
DIRECTORS:



Joseph J. DeAngelo



Ronald J. Dominico



Ricardo Núñez

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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SIGNATURE BY A CORPORATION
(SECTION 9)

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this
_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: HD Supply Facilities Maintenance, Ltd.

BUSINESS ADDRESS: 10641 Scripps Summit Court, San Diego, CA 92131

BUSINESS TELEPHONE: 877-610-6912 FAX NUMBER: 877-219-8526

CONTACT PERSON: Robert Canavan FEIN/SSN: 52-2418852

*COOK COUNTY BUSINESS REGISTRATION NUMBER: 15375

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: *Robin Soehl*
Robin Soehl, VP Strategy & Channel Development
HD Supply Facilities Maintenance, Ltd., General Partner

Date: 17-DEC-2014

Subscribed to and sworn before me this

17TH day of DECEMBER, 2014.

My commission expires:

X *Courtney Hunter*
Notary Public Signature

SEE BELOW
Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**



COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Jim E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF January, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1385-12990

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 400,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 21 2015

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)