PRICING SCHEDULE

The undersigned has read and understands all conditions and terms of RFP 3625-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

6.1 Cost/Fee Proposal

Pricing Conditions:

- All pricing submitted shall be considered maximum allowable pricing
- MCCCD reserves the right to:
  - Negotiate lower pricing at any time
  - Require competitive quotes from awarded Vendors for specific sites or scopes
- Vendors may be required to submit site-specific competitive pricing that shall not exceed the pricing submitted in response to this RFP
- MCCCD may benchmark pricing against cooperative contracts, regional public agencies, or industry indices.

The undersigned has read and understands all conditions and terms of RFP 3625-6, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing indicated below:

COST BREAKOUTS

Total Cleaning Cost $ _____ Per Square foot (including supplies and taxes)

Total Porter Cost $ _____ Per hour, per person (including taxes)

Total Events Staff Cost $ _____ Per hour, per person, including weekends (including taxes)

ADDITIONAL SERVICES - BY REQUEST ONLY (Including All Supplies)

Additional Requested Service (standard cleaning) $ _____ Per Hour/Per Employee

Strip and seal ceramic tile floor $ _____ Per Square Foot

Strip and seal ceramic concrete floor $ _____ Per Square Foot

Strip and seal VCT floor $ _____ Per Square Foot

6.2 Prompt Payment Discount: _____

Other required services/fees, if any, not specifically requested in the RFP (list below)

_____$_____
_____$_____
_____$_____
_____$_____

6.2 Most Favored Government and Cooperative Pricing

The pricing provisions contained in this Section 6 and Section 6.A apply to all compensation payable under this Agreement. Unless expressly stated otherwise in this Agreement, the pricing protections, discounts, rebates, markups, commercial terms, and other pricing provisions established in Sections 6 and 6.A shall apply to all labor, inspection services, testing, preventive maintenance, repairs, replacement parts, replacement equipment, materials, software, programming, emergency services, project work, and any other goods or services furnished, provided to, or purchased by MCCCD under this Agreement.

6.2.1 **Most Favored Government Pricing.** Vendor warrants that the pricing, discounts, fees, markups, rebates, incentives, warranties, service levels, and all other commercial terms made available to MCCCD under this Agreement are at least as favorable as those available to MCCCD under any cooperative purchasing agreement that MCCCD is authorized to utilize through which Vendor offers substantially similar products or services under substantially similar commercial terms and conditions.

For purposes of this Section, pricing comparisons shall be based upon substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions, including delivery requirements, payment terms, service levels, contract duration, and other material business terms.

If Vendor offers more favorable pricing or commercial terms to any public-sector entity during the term of this Agreement, Vendor shall automatically extend those same or better terms to MCCCD effective as of the date such pricing or terms first became available.

6.2.2 **Cooperative Purchasing Agreement Pricing**. Vendor acknowledges and agrees that pricing established under any cooperative purchasing agreement available to public agencies constitutes maximum allowable pricing, not fixed or preferred pricing. Under no circumstances shall MCCCD pay prices that exceed those available under any cooperative purchasing agreement that MCCCD is authorized to utilize for substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions.

Vendor further warrants that the pricing provided to MCCCD shall be equal to or lower than the most favorable pricing available under any cooperative purchasing agreement available to MCCCD through which Vendor offers substantially similar products or services. For purposes of clarification, cooperative contract pricing establishes a pricing ceiling only and shall not limit

MCCCD's right to negotiate and receive lower pricing, additional discounts, rebates, incentives, concessions, or other more favorable commercial terms.

6.2.3 **Disclosure of Cooperative Contracts.** Upon request, Vendor shall provide MCCCD with a current list of all active cooperative purchasing agreements under which Vendor offers substantially similar products or services. The list shall identify the cooperative organization, contract number, lead agency, contract term, covered products or services, and applicable pricing methodology or discount structure. Vendor shall notify MCCCD within thirty (30) days of any new cooperative contract or any material pricing change that may result in more favorable pricing or commercial terms.

6.2.4 **Annual Certification.** Upon request by MCCCD, Vendor shall certify in writing that the pricing and commercial terms established under this Agreement comply with this Section and shall identify any pricing reductions or improved commercial terms made available during the preceding twelve (12) months.

6.2.5 **Duty to Notify.** Vendor has a continuing affirmative obligation to monitor its pricing and commercial terms available under cooperative purchasing agreements that MCCCD is authorized to utilizeand shall provide written notice to MCCCD within thirty (30) calendar days after any of the following occurs:

- Vendor offers or makes available lower pricing, greater discounts, reduced fees or markups, rebates, incentives, or other more favorable commercial terms for substantially similar products or services purchased in comparable quantities and under substantially similar commercial terms and conditions;
- Vendor enters into a new cooperative purchasing agreement or modifies an existing cooperative purchasing agreement in a manner that results in pricing or commercial terms more favorable than those provided to MCCCD; or
- Vendor becomes aware of any circumstance that would require a price reduction or other adjustment under this Agreement.

The notice shall identify the effective date of the pricing change, the affected products or services, the revised pricing or commercial terms, and the date on which such pricing or terms shall become effective for MCCCD. Any required price reduction or improvement in commercial terms shall apply automatically as of the effective date of the more favorable pricing or terms, regardless of whether Vendor provides the required notice.

Vendor's obligation to provide notice is continuous throughout the term of the Agreement and is independent of any request by MCCCD. Failure to provide timely notice shall constitute a material breach of the Agreement and shall not limit MCCCD's right to recover overcharges, obtain refunds or credits, exercise audit rights, or pursue any other remedies available under the Agreement or applicable law.

6.2.6 **Verification and Audit.** MCCCD may request documentation reasonably necessary to verify Vendor's compliance with this Section, including pricing schedules, discount methodologies, cooperative contract summaries, and other supporting documentation. Vendor shall provide the requested documentation within fifteen (15) calendar days after receipt of MCCCD's written request, unless MCCCD agrees in writing to a longer period. Vendor may redact proprietary information that is not necessary to verify pricing compliance.

6.2.7 **Automatic Price Adjustments.** Any reduction in pricing or improvement in commercial terms made available under a cooperative purchasing agreement that MCCCD is authorized to utilize for substantially similar products or services shall apply to this Agreement effective as of the date such pricing or commercial terms first became available. No further negotiation or contract amendment shall be required for MCCCD to receive such pricing.

6.2.8 **Refund of Overcharges.** If MCCCD determines that Vendor has failed to comply with this Section, Vendor shall promptly refund or credit all overcharges retroactive to the date the lower pricing became effective. Such refund or credit shall be issued within thirty (30) calendar days after MCCCD's written determination of noncompliance unless the parties mutually agree otherwise in writing.

6.2.9 **Anti-Circumvention.** Vendor shall not avoid or limit its obligations under this Section by assigning different model numbers, stock keeping units (SKUs), manufacturer part numbers, product descriptions, service descriptions, packaging configurations, licensing metrics, service bundles, or other nomenclature to products or services that are functionally equivalent or substantially similar. Pricing comparisons shall be based upon functional equivalency, performance, specifications, and commercial comparability rather than solely upon product identifiers, catalog numbers, or contract descriptions. Any product or service that is substantially equivalent in function, performance, and intended use shall be deemed comparable for purposes of this Section.

6.2.10 **New Products and Services.** Any products, equipment, software, materials, labor classifications, or services introduced, offered, sold, or otherwise made available by the Vendor during the term of this Agreement that are the same as, substantially similar to, or functionally equivalent to those covered by this Agreement shall automatically be deemed included within the scope of this Agreement and shall be subject to all applicable pricing protections, discounts, markups, rebates, volume pricing, and other commercial terms established in Sections 6 and 6.A. The Vendor shall not circumvent or avoid the application of such terms by modifying product names, descriptions, classifications, packaging, delivery methods, or service categories. No deviation from or exception to the terms of this Section shall be effective unless expressly approved in advance in writing by MCCCD.

6.2.11 **Construction**. This Section establishes minimum pricing protections for MCCCD and shall be interpreted to ensure that MCCCD receives pricing and commercial terms that are no less favorable than those made available to other public-sector entities or through cooperative purchasing agreements. Nothing in this Agreement shall be construed to limit MCCCD's right to negotiate or receive more favorable pricing or commercial terms.

6.3 Volume-Based Pricing and Aggregate Annual Purchasing Volume Discounts

MCCCD consists of approximately seven million square feet of facilities located throughout Maricopa County. As a result of its size and purchasing volume, MCCCD expects to realize additional pricing advantages based upon its Aggregate Annual Purchasing Volume, as defined in Section 6.3.1.

Vendor shall submit its complete volume-based pricing schedule, including all available pricing tiers, discounts, rebates, reduced markups, credits, and other pricing concessions available to public-sector customers. Vendor shall disclose all Aggregate Annual Purchasing Volume thresholds that qualify

MCCCD for additional pricing concessions and shall identify the pricing, discounts, rebates, credits, reduced markups, or other commercial benefits that become effective upon attainment of each threshold

At a minimum, Vendor shall provide:

- Aggregate Annual Purchasing Volume thresholds.
- The corresponding percentage discount, reduced markup, rebate, or other pricing concession applicable at each threshold.
- Whether discounts apply prospectively or retroactively to purchases made during the contract year.
- Any exclusions or limitations**.**

Once an Aggregate Annual Purchasing Volume threshold is reached, the corresponding pricing tier shall automatically apply without further negotiation or amendment. If a higher pricing tier is achieved during the contract year, Vendor shall apply the improved pricing effective as of the date the threshold was reached and shall issue any applicable credits or refunds for purchases that qualify for the improved pricing.
Nothing in this Section limits MCCCD's right to negotiate additional discounts or more favorable pricing at any time. The volume discount schedule shall be cumulative with, and shall not diminish or replace, any discounts, rebates, concessions, or most favored pricing obligations required elsewhere in this Agreement.

The pricing tiers below represent the minimum information required. Vendors are encouraged to propose additional purchasing volume tiers or more favorable pricing structures that provide greater value to MCCCD.

Aggregate Annual Purchasing Volume	**Additional Discount (%)**	**Reduced Markup**	**Rebate/Credit**
$0–100,000	_____%	_____%	_____%
$100,000–$250,000	_____%	_____%	_____%
$250,001–$500,000	_____%	_____%	_____%
$500,001–$1,000,000	_____%	_____%	_____%
$1,000,000-$2,000,000	_____%	_____%	_____%
Over $2,000,000	_____%	_____%	_____%

Unless expressly identified by the Vendor in its proposal and accepted by MCCCD as mutually exclusive, all discounts, rebates, credits, reduced markups, and other pricing concessions shall be cumulative and applied to achieve the lowest total cost to MCCCD.

Vendors shall identify all available volume discounts, rebate programs, enterprise pricing tiers, reduced markups, and other pricing concessions available to MCCCD. If a discount, rebate, reduced markup, credit, pricing concession, or expenditure tier is not available, the Vendor shall enter "0%", "Not Applicable (N/A)," or otherwise clearly indicate that no additional pricing concession is offered for the applicable category or expenditure tier. Blank entries are not permitted. Failure to disclose available pricing concessions shall not relieve the Vendor of its obligations under Section 6.

6.3.1 **Aggregate Annual Purchasing Volume.**

For purposes of this Agreement, Aggregate Annual Purchasing Volume means the total value of all purchases made by MCCCD under this Agreement during each contract year. Aggregate Annual Purchasing Volume shall include all payments for labor, inspection services, testing, preventive maintenance, emergency service, repairs, replacement parts, replacement equipment, materials, software, programming, recharging, project work, and any other authorized products or services furnished or provided to MCCCD under this Agreement.

For purposes of calculating Aggregate Annual Purchasing Volume, the value of authorized change orders, approved additional services, emergency services, repairs, replacements, and other authorized work performed under this Agreement shall be included.

Aggregate Annual Purchasing Volume shall be calculated based upon the combined purchases of the Maricopa County Community College District, including, without limitation, all colleges, campuses, centers, district offices, administrative units, departments, programs, and any other authorized purchasing entities.

Vendor shall not establish separate expenditure thresholds, pricing tiers, or discount calculations for individual colleges, campuses, centers, departments, or organizational units. All eligible purchases made under this Agreement shall be combined and treated as a single enterprise-wide purchasing volume for purposes of determining the highest applicable discount tier.

Any pricing tier or volume discount earned through MCCCD's aggregate annual purchasing volume shall automatically apply to all subsequent purchases made under this Agreement and, where applicable, shall be applied retroactively to purchases made during the contract year from the date the applicable expenditure threshold was achieved.

Vendor acknowledges that MCCCD intends to leverage its enterprise-wide purchasing power to obtain the maximum available discounts and pricing concessions, and Vendor shall offer pricing that reflects the aggregate purchasing volume of the entire District rather than individual purchasing locations or organizational units.

Volume discounts shall apply to all pricing categories identified in the Vendor's proposal, including inspection services, labor rates, replacement parts, equipment, materials, markups, emergency service, and any other contract pricing unless expressly excluded and approved by MCCCD in writing.

6.3.2 **Application of Pricing Protections.**

Where more than one pricing protection, discount, rebate, reduced markup, or other pricing concession is applicable to a purchase under this Agreement, MCCCD shall receive the combination of pricing terms that results in the lowest total cost. The pricing protections contained in Section 6 are cumulative and complementary and shall not be construed to limit one another. In the event of any inconsistency, the pricing provision that provides the greatest financial benefit to MCCCD shall govern.

Costs/Fees listed shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

Any contractor that MCCCD is doing business with must agree to e-billing.

Please confirm that the authorize agent preparing this Proposal has read, understands, and will ensure his/her firm's compliance with the provisions of this section:

Authorized Agent's Name and Initials: _____

You may submit a more detailed pricing schedule (using the same formatting) in lieu of the above as an attachment to this page, but the pricing schedule must be completed, initialed and included with your proposal.