

SERIAL 200208-C VEHICLE UPFITTING PARTS, COMPONENTS, AND ACCESSORIES

DATE OF LAST REVISION: October 21, 2020 CONTRACT END DATE: October 31, 2021

CONTRACT PERIOD THROUGH OCTOBER 31, 2021

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VEHICLE UPFITTING PARTS, COMPONENTS, AND ACCESSORIES**

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 **October 21, 2020**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AM/mm
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 14039-C from your contract notebooks)

ARIZONA EMERGENCY PRODUCTS, 3433 E. WOOD STREET PHOENIX, AZ 85040

COMPANY NAME:	Arizona Emergency Products
DOING BUSINESS AS (dba):	AEP
MAILING ADDRESS:	3433 E. Wood Street Phx, AZ 85040
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602.453.9111
FAX NUMBER:	602-453-3743
WWW ADDRESS:	www.american-emergency-products.com
REPRESENTATIVE NAME:	Timothy Heaton
REPRESENTATIVE TELEPHONE NUMBER:	602-621-4929
REPRESENTATIVE EMAIL ADDRESS	timothy.heaton@soncellna.com timothy.heaton@aep-na.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT D PRICING

1.1. Items	Part Number	Description - Patrol Vehicle Chevrolet Tahoe new model 2021	Manufacturer	Quantity for Evaluations purposes	Manufacturer Equivalent	List Price	Discount % - Shall be equal to Blanket Discount listed below in Section 1.2	Discount Dollar Amount	Net Price	Total Price
	DK0598TAH21	DOOR PANEL	Setina	50	Setina	\$ 198.00	15%	\$ 29.70	\$168.30	\$8,415.00

ARIZONA EMERGENCY PRODUCTS

	WK0514TAH21H	WINDOW BARRIER	Setina	50	Setina	\$ 282.00	15%	\$ 42.30	\$239.70	\$11,985.00
	QK0494TAH15	FULL REAR TRANSPORT TPO SEAT W/ BELTS	Setina	50	Setina	\$ 912.00	15%	\$ 136.80	\$775.20	\$38,760.00
	PK0123TAH212ND	#12VS 2ND EXPANDED METAL PARTITION	Setina	50	Setina	\$ 512.00	15%	\$ 76.80	\$435.20	\$21,760.00
	PK1152TAH21	10VS XL PARTITION	Setina	50	Setina	\$ 919.00	15%	\$ 137.85	\$781.15	\$39,057.50
	PKG-PSM-376	DOCKING STATION MOUNT KIT	Havis	50	Havis	\$ 765.00	25%	\$ 191.25	\$573.75	\$28,687.50
	BK0608TAH21	PB400 ALUMINUM PUSH BUMPER	Setina	50	Setina	\$ 539.00	15%	\$ 80.85	\$458.15	\$22,907.50
		PUSH BUMPER - Steel Winch Ready	Setina	50	Setina	\$ 639.00	15%	\$ 95.85	\$543.15	\$27,157.50
	MPS600U-RR	MICROPULSE ULTRA LED - RED/RED	Federal Signal	50	Federal Signal	\$ 149.00	39%	\$ 58.11	\$ 90.89	\$4,544.50
	MPS600U-BB	MICROPULSE ULTRA LED - BLUE/BLUE	Federal Signal	50	Federal Signal	\$ 149.00	39%	\$ 58.11	\$ 90.89	\$4,544.50
	MPS1200U-BR	MICROPULSE ULTRA 1200 - BLUE/RED	Federal Signal	50	Federal Signal	\$ 199.00	39%	\$ 77.61	\$121.39	\$6,069.50
	ENT2B3R	LED LIGHT INTERSECTOR RED	SoundOff	50	SoundOff	\$ 256.00	50%	\$ 128.00	\$128.00	\$6,400.00
	ENT2B3B	LED LIGHT INTERSECTOR BLUE	SoundOff	50	SoundOff	\$ 256.00	50%	\$ 128.00	\$128.00	\$6,400.00

ARIZONA EMERGENCY PRODUCTS

	ENT3B3D	INTERSECTOR WARNING LIGHT RED/WHITE	SoundOff	50	SoundOff	\$ 298.00	50%	\$ 149.00	\$149.00	\$7,450.00
	970L-4908-MC01	DUAL COLOR LED LIGHTBAR 49"	Tomar	50	Tomar	\$ 2,903.59	15%	\$ 435.54	\$2,468.05	\$123,402.58
	LSTICK-13W4-B	LIGHT STICK - RED/BLUE	Tomar	50	Tomar	\$ 402.86	25%	\$ 100.72	\$302.15	\$15,107.25
	GK1028SVSCA	GUNRACK - DOUBLE T-RAIL MOUNT/NO LOCK	Setina	50	Setina	\$ 205.00	15%	\$ 30.75	\$174.25	\$8,712.50
	FP-ETSA481	4" FACE PLATE FOR SOUNDOFF	Troy	50	Troy	\$ 40.00	20%	\$8.00	\$ 32.00	\$1,600.00
	ETSA481CSR	400 SERIES 100W CONSOLE KNOB	SoundOff	50	SoundOff	\$ 676.00	50%	\$ 338.00	\$338.00	\$ 16,900.00
	ES100C	SPEAKER - SIREN	Federal Signal	50	Federal Signal	\$ 319.00	39%	\$ 124.41	\$194.59	\$9,729.50
	ESBU	SIREN BRACKET	Federal Signal	50	Federal Signal	\$ 40.00	39%	\$ 15.60	\$ 24.40	\$1,220.00
	VTX609D	VERTEX 90* SUPER LED RED/WHITE	Whelen	50	Whelen	\$ 118.00	30%	\$ 35.40	\$ 82.60	\$4,130.00
	VTX609E	VERTEX 90* SUPER LED BLUE/WHITE	Whelen	50	Whelen	\$ 118.00	30%	\$ 35.40	\$ 82.60	\$4,130.00
	VTXFB	FLANGE KIT - BLACK	Whelen	50	Whelen	\$9.00	30%	\$2.70	\$ 6.30	\$315.00
	MLS-2436	LIGHT STRIP - 24" LED	Maxxima	50	Maxxima	\$ 40.50	30%	\$ 12.15	\$ 28.35	\$1,417.50

ARIZONA EMERGENCY PRODUCTS

	CC-C25	25" SLIGHTLY SLOPED CONSOLE W/2" FACEPLATE W/2 DC OUTLET/1 DUALPORTUSB	Troy	50	Troy	\$ 514.50	20%	\$ 102.90	\$411.60	\$ 20,580.00
	C-ARM-102	ARM REST SMALL ARM W/PAD ADJ HEIGHT	Havis	50	Troy	\$ 74.62	25%	\$ 18.66	\$ 55.97	\$2,798.25
	SC-6	GEN 2 UNIVERSAL GUN LOCK W/INSERT	Santa Cruz	50	Santa Cruz	\$ 179.99	15%	\$ 27.00	\$152.99	\$7,649.58
	933332017	RELAY - MINI 20/40 AMP	Bosch	50	Bosch	\$2.00	50%	\$1.00	\$ 1.00	\$50.00
	AC-INBHG	BEV. HOLDER W/GOMMENTS	Troy	50	Troy	\$ 52.00	20%	\$ 10.40	\$ 41.60	\$2,080.00
	FP-SGTRAY	SUNGLASS HOLDER 4"	Troy	50	Troy	\$ 40.00	20%	\$8.00	\$ 32.00	\$1,600.00
	425-6447	FP 2" USB (2) 12V	Jotto Desk	50	Jotto Desk	\$ 28.94	20%	\$5.79	\$ 23.15	\$1,157.60
	AC-TB-ARM	ARM REST ADJUSTABLE	Troy	50	Troy	\$ 175.00	20%	\$ 35.00	\$140.00	\$7,000.00
	ENT3B3R	INTERSECTOR SURFACE MOUNT RED LIGHT W/INLINES	SoundOff	50	SoundOff	\$ 256.00	50%	\$ 128.00	\$128.00	\$6,400.00
	ENT2B3R	LED LIGHT INTERSECTOR RED	SoundOff	50	SoundOff	\$ 256.00	50%	\$ 128.00	\$128.00	\$6,400.00
	ENT2B3B	LED LIGHT INTERSECTOR BLUE	SoundOff	50	SoundOff	\$ 256.00	50%	\$		#VALUE!

ARIZONA EMERGENCY PRODUCTS

	GK1028SVSCA	GUNRACK - DOUBLE T-RAIL MOUNT/NO LOCK	Setina	50	Setina	\$ 205.00	15%	\$	#VALUE!
	ENT3B3R	INTERSECTOR SURFACE MOUNT RED LIGHT W/INLINE FLASHER	SOUND OFF	50		\$	%	\$	#VALUE!
	ENT2B3R	LED LIGHT INTERSECTOR RED	SOUND OFF	50		\$	%	\$	
	ENT2B3B	LED LIGHT INTERSECTOR BLUE	SOUND OFF	50		\$	%	\$	
	GK1028	GUNRACK - DOUBLE T-RAIL MOUNT/NO LOCK	SETINA	50		\$	%	\$	

1.2	Catalog pricing of Manufacturer's with Discount off of list price:	Date of Catalog Price List	Catalog or Internet	Price Column to be used	Discount % - Shall be equal to any item listed above in Section 1.1
	ACE K-9 (Heat Alarms)	Aug-20	Internet	List Price	5%
	Hella	May-20	Catalog	List Price	0%
	Laguna	Dec-19	Catalog	List Price	5%
	K-9 Guadian (Dog Kennels)	Aug-20	Internet	List Price	0%

ARIZONA EMERGENCY PRODUCTS

	Cole Hersey	Current	Phone Call	List Price	0%
	Maxium	Current	Phone Call	List Price	0%
	Tomar	Jul-20	Catalog	List Price	25%
	Code 3 / PSE	Current	Phone Call	List Price	15%
	Truck Vault	Dec-18	Catalog	List Price	30%
	Prisoner Transport	Aug-20	Internet	List Price	5%
	Setina Manufacturing	Dec-19	Catalog	List Price	10%
	Jotto Desk	Aug-20	Internet	List Price	15%
	B & B Enterprises	Jul-20	Catalog	List Price	20%
	Prisoner Transport	Current	Phone Call	List Price	15%
	Truck Lite	N/A	N/A	N/A	0%
	Troy	Jul-20	Catalog	List Price	20%
	Unity	Aug-20	Internet	List Price	30%
	ECCO	Nov-18	Catalog	List Price	30%
	Bosch	Current	Phone Call	List Price	0%
	Grote	N/A	N/A	N/A	0%
	Havis	Aug-20	Internet	List Price	25%
	Federal Signal	Jan-20	Catalog	List Price	39%
	Bussman	Current	Phone Call	List Price	10%
	Whelen	Aug-20	Internet	List Price	30%
	Jotto Desk	Aug-20	Catalog	List Price	50%
	Sound Off / Sho-Me Light	Feb-20	Catalog	List Price	30%
	RadioTronics	Aug-20	Internet	List Price	5%
	Lund	Oct-19	Catalog	List Price	0%
	Santa Cruz	Jan-19	Catalog	List Price	15%
	Tremco Police Products	Current	Phone Call	List Price	10%
	Big Sky	Current	Phone Call	List Price	10%

ARIZONA EMERGENCY PRODUCTS

	Westin	Dec-19	Catalog	List Price	0%
	Cargo Glide	Current	Phone Call	List Price	0%
	Diamond Bed Covers	Current	Internet	List Price	0%
	Xtreme Spray on liners	N/A	N/A	N/A	0%
	Pro Top	N/A	N/A	N/A	0%
	Ready Lift	N/A	N/A	N/A	0%
	Truck Cover USA	N/A	N/A	N/A	0%
	Thomas Lift Gate	N/A	N/A	N/A	0%
	Maxon Lift Gate	N/A	N/A	N/A	0%
	Warn Winch	Current	Internet	List Price	0%
	Super Winch	Current	Internet	List Price	0%
	Ramsey Winch	Current	Phone Call	List Price	0%
	WeatherGuard	Current	Phone Call	List Price	0%
	Buyers	N/A	N/A	N/A	0%
	Roll N Lock	N/A	N/A	N/A	0%
	Thermoking	N/A	N/A	N/A	0%
	Pull Tarp	N/A	N/A	N/A	0%
	Poll-Rite Tarp	N/A	N/A	N/A	0%
	Solar Tech	N/A	N/A	N/A	0%
	Stahl Service Bodies	N/A	N/A	N/A	0%
	UTB Bodies	N/A	N/A	N/A	0%
	KnapHeide Service Bodies	Current	Phone Call	List Price	0%
	Hercules Bed Covers	N/A	N/A	N/A	0%
	Silver Shield Bed Covers	N/A	N/A	N/A	0%

ARIZONA EMERGENCY PRODUCTS

	ADDITIONAL MANUFACTURERS NOT LISTED	Date of Catalog Price List		Price Column to be used	Discount %
					%
					%
					%
					%
					%
					%
					%
					%
					%
					%

1.3	
Return Policy (reference section 2.1.7) type in comply:	Comply
Warranty Parts (reference section 3.10) type in comply:	Comply
Delivery requirements (reference section 2.1.8) type in comply or explain restrictions:	Comply
Business hours:	M-F 7am - 4p,
County Representative contact information (cell number, email address):	Timothy Heaton 602-501-9388 Timothy.Heaton@AEP-NA.com

PRICING SHEET: NIGP CODE 05557, 06066

Terms: NET 30

Vendor Number: VC0000008697

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2021.**

VEHICLE UPFITTING PARTS, COMPONENTS, AND ACCESSORIES

1. INTENT

- 1.1. The intent of this Invitation for Bids (IFB) is to establish a multiple award contract with qualified authorized parts distributors or manufacturers for a full line of vehicle upfitting parts, components, and accessories for Maricopa County fleet builds. Last year, Equipment Services Department (EQS) spent approximately \$800,000 for up-fitting parts. The County may use task orders for specialty builds. Task orders will be awarded by lowest response.
- 1.2. The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.3. Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2. SPECIFICATIONS

2.1. TECHNICAL REQUIREMENTS

2.1.1. VEHICLE TYPES

There will be a variety of parts, components, and accessories for passenger vehicles, mid-size up to heavy duty trucks, sport utility vehicles, mini vans, cargo vans, passenger vans, and transport vans from major vehicle manufacturers, such as General Motors, Fords, Dodge, Nissan, etc.

2.1.2. PARTS/COMPONENTS

All parts received shall be compatible with original equipment manufacturer (OEM) standards. Package labeling for parts, components, and accessories shall be visible from the outside, list the manufacturer, part number, serial number, and date of manufacture. All parts must be new, with exception if new replacement parts are unavailable. Refurbished parts (clearly labeled) must be preapproved by the Equipment Services.

2.1.3. LOCAL DISTRIBUTION FACILITY

The contractor(s) shall maintain a local distribution facility within the Phoenix, Arizona metropolitan area. The contractor shall be an authorized distributor of upfitting parts, components, and accessories.

2.1.4. TASK ORDERS FOR SPECIALTY BUILDS

The County reserves the right to use one manufacturer for specialty builds, including but not limited to, lighting packages, hard part kits, components for Patrol, Detective, K-9, and React builds. The purpose is to maximize functionality in programming, flash patterns, sync ability, safety features, and provide standardization. These requests will be submitted as a task order through BidSync when estimated costs for a build exceed \$10,000. The County will provide a list of currently used parts and components for each task order. The contractor shall provide a list of parts and components they will use with their response to the task order. All task orders will be awarded based on lowest response.

2.1.5. CURRENT MANUFACTURERS

The list is not intended to be all inclusive or restrictive. Any manufacturers not listed may be added on the space provided on Attachment D – Pricing Sheet.

MANUFACTURERS	
TROY	TOMAR
JOTTO DESK	PRISONER TRANSPORT SYSTEM
SHO-ME LIGHTSTICKS	LAGUNA
SOUND OFF SIGNAL	SETINA
TOTAL SOURCE	WHELEN
DYNAMAX SPEAKER	PSE
FEDERAL SIGNAL	HELLA
HAVIS	COLE HERSEY
CODE 3	ECCO
GROTE	UNITY
BUSSMAN	TRUCK LITE
CARGO GLIDE	WARN WINCH
DIAMOND BACK	SUPER WINCH
WESTIN	RAMSEY WINCH
XTREME SPRAY ON LINERS	WEATHERGUARD
PRO TOP	BUYERS
READY LIFT	ROLL N LOCK
TRUCK COVER USA	MAXON LIFT GATE
THOMAS LIFT GATE	KNAPHEIDE MFG.CO.
STAHL BODIES	UTB BODIES
PULL TARP	THERMOKING
POLL-RITE TARP	SOLAR TECH

2.1.6. APPLICABLE REGULATIONS

All items supplied on this contract shall comply with A.R.S. Title 49 and all other applicable Federal and state regulations.

2.1.7. RETURN POLICY

The County’s return policy overrides the contractors’ return policies unless the manufacture’s return policies are more advantageous to the County. The County’s return policies are as follows:

- 2.1.7.1. The contractor shall accept all returns, regardless of the quantity, providing a full refund at no cost or penalty to the County; no “minimum quantity” policies are permitted. This includes the return of all parts considered non-moving or seasonal parts pulled during a six-month inventory adjustment.
- 2.1.7.2. The County reserves the right to replace/return parts that no longer meet the County’s needs because they do not fit a newer model of a vehicle/equipment without incurring costs or penalties from the contractor.

- 2.1.7.3. The credit slip shall reflect the original purchase price for each returned part and reference the credit slip number or original invoice number.
- 2.1.7.4. The County's working conditions may cause the original packaging to be altered. When a part(s) is returned unused, the contractor shall accept the return and shall issue County a full credit regardless of whether packaging has been altered.
- 2.1.7.5. The contractor shall notify the County of any manufacturer shelf life or cutoff dates for discontinued part(s) to be returned. If the County does not receive notice, the contractor shall accept parts and issue a full credit.
- 2.1.7.6. The County accepts responsibility for a restocking fee (if applicable), if a special order or a non-stock part is ordered and received then cancelled for a return. If the County has not received the part no restocking fee is permitted.

2.1.8. DELIVERY REQUIREMENTS

- 2.1.8.1. All orders shall be direct shipped from the manufacturer(s) to the EQS Durango Main Parts Department, unless otherwise negotiated with the County, and shall include packing slip(s) listing quantities, description, unit of measure, and unit price.
- 2.1.8.2. Parts are to be delivered to the County's Durango Main Parts Department between the hours of 7:00 a.m. and 4:00 p.m. MST, Monday through Friday, excluding County holidays, unless otherwise indicated on the purchase order:

3325 West Durango Street
Phoenix AZ 85009

Parts Supervisor: 602-506-6597
Fleet Parts Specialist: 602-506-4676,602-506-8033, or 602-506-6602
Fax number 602-506-4999
- 2.1.8.3. All orders will be placed by the County by email, online, or by fax. Confirmation and or tracking numbers, status updates, and expected time of arrival (ETA) shall be provided upon request.
- 2.1.8.4. County will accept partial orders.
- 2.1.8.5. All orders shall be received within five weeks from date ordered by EQS; exceptions will be made for unforeseen circumstances that have been communicated to the County.
- 2.1.8.6. The contractor is to notify EQS Parts Department of all delivery delays, such as manufacturer backorder, as soon as a delay is made known to the contractor.
- 2.1.8.7. The contractor will have a two-hour time frame to deliver normal stock parts from the time the order is placed.
- 2.1.8.8. The contractor providing delivery services is expected to offer "hot shot runs" (expedited deliver) within a one-hour time frame. Exceptions will be made with prior approval from the County if contractor's facility is more than one hour away in travel time from the delivery location.

2.1.8.9. Any priority deliveries (i.e., overnight, airfreight, UPS direct, etc.) requested by the EQS Parts Department must list the employee's name on the invoice in order to authorize special delivery charge.

2.1.8.10. The County shall not be responsible for minimum orders. If a manufacturer requires minimum orders, the contractor shall make up the difference in the quantity of parts/items ordered to satisfy the County's order(s).

2.1.8.11. The County is not responsible for freight.

2.1.8.12. Invoices are expected to be received by electronic email, online, or by fax within three business days of order delivery

2.1.9. COMPLIANCE WITH AWARDED DISCOUNTS

It shall be the responsibility of the contractor to communicate with their parts department, accounts receivable, and other personnel involved in compliance with the contract to ensure that awarded discounts are honored.

2.1.10. NO ADDITIONAL CHARGES/FEES

Maricopa County is not responsible for miscellaneous charges or fees (e.g., shop supplies, environmental fees, fuel surcharges, disposal fee, etc.).

2.1.11. SITE VISITS

The County reserves the right to visit the contractor's facilities between the hours of 7:00 a.m. and 4:00 p.m. MST during the award determination and after an award has been made to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this contract.

2.1.12. TECHNICAL AND DESCRIPTIVE SALES LITERATURE

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3. PURCHASING REQUIREMENTS

3.1. DELIVERY

3.1.1. Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

3.1.2. Delivery shall be F.O.B. Destination Freight Prepaid.

3.2. EXPEDITED DELIVERY

3.2.1. If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.

3.2.2. The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued.

Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

- 3.2.3. Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs within the agency purchase file.

3.3. SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1. Contract serial number
- 3.3.2. Contractor's name and address
- 3.3.3. Department name and address
- 3.3.4. Department purchase order number
- 3.3.5. A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4. SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

3.5. OPERATING MANUALS

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the department.

3.6. SAMPLES

The contractor may be requested to furnish samples of material(s) bid to allow for examination by the County. Any materials so requested shall be furnished within 10 working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.7. TESTING

Unless otherwise specified, materials purchased will be inspected by the department to ensure the materials meet the quality and quantity requirements of the specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests to determine whether the materials conform in all respects to the specifications. In cases where commercial laboratory reports determine that the materials do not meet the specifications, the expense of such analysis shall be borne by the contractor.

3.8. ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

3.9. DISCONTINUED MATERIALS

3.9.1. In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

3.9.1.1. Documentation from the manufacturer that the material has been discontinued.

3.9.1.2. Documentation that names the replacement material.

3.9.1.3. Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

3.9.1.4. Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

3.9.1.5. Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

3.9.2. Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.10. WARRANTY

3.10.1. All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship.

3.10.2. The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.8 - Acceptance.

3.10.2.1. The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.10.2.2. The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.11. BRAND NAME

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.12. ORDER CUTOFF INFORMATION

3.12.1. Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.

3.12.2. If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.16 – Termination for Convenience.

3.13. ORDER LEAD-TIME NOTIFICATION

3.13.1. Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

3.14. USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.15. BACKGROUND CHECK

Bidders/proposers may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

3.16. INVOICES AND PACKING SLIPS

3.16.1. The contractor shall submit one legible invoice before payment will be made. Incomplete invoices will not be processed. The packing slip must have part numbers, descriptions, and quantities. The following information must be listed on the invoices:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number or work order number
- Work order number (if paying by credit card)
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Part number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Unit price minus discount awarded
- Extended price
- Freight (if applicable)
- Total amount due

3.16.2. Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.16.3. Payment will only 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 website <https://www.maricopa.gov/5169/Vendor-Information>.

- 3.16.4. Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.16.5. EFT payments to the routing and account numbers designated by the contractor shall 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.

3.17. APPLICABLE TAXES

- 3.17.1. It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 3.17.2. The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 3.17.3. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.18. POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

4. CONTRACTUAL TERMS & CONDITIONS

4.1. CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of one year.

4.2. OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3. CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4. PRICE ADJUSTMENTS

4.4.1. Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5. INDEMNIFICATION

4.5.1. To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2. Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3. 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 section.

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

4.6. INSURANCE

- 4.6.1. Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category 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.
- 4.6.2. 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.
- 4.6.3. In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4. Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5. 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.
- 4.6.6. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductibles 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.
- 4.6.7. The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8. The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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.
- 4.6.9. If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any

provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability 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 or use or maintenance of the premises under this contract.

4.6.10. Certificates of Insurance

4.6.10.1 Prior to contract award, contractor shall furnish the County with valid and complete 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.

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

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.11. Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7. FORCE MAJEURE

4.7.1. Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.

4.7.2. Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must

use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

- 4.7.3. The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8. ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9. AVAILABILITY OF FUNDS

- 4.9.1. The provisions of this contract relating to payment 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 will keep the contractor fully informed as to the availability of funds.

- 4.9.2. 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 will 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 will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10. PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

4.11. INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

4.12. NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.13. PURCHASE ORDERS

- 4.13.1. 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 for actual and documentable costs incurred by the contractor in response to 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, or for shipment of product prior to issuance of purchase order.

4.13.2. Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.14. SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.15. STOP WORK ORDER

4.15.1. The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.15.1.1. cancel the stop work order; or

4.15.1.2. terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.15.2. The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.16. TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.17. TERMINATION FOR DEFAULT

4.17.1. The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.17.1.1. deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.17.1.2. make progress, so as to endanger performance of this contract; or

4.17.1.3. perform any of the other provisions of this contract.

4.17.2. The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.18. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any 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.

4.19. 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 of the contract.

4.20. SUBCONTRACTING

4.20.1. The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2. The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.21. 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.

4.22. ADDITIONS/DELETIONS OF COMMODITIES

The County reserves the right to add and/or delete materials to a contract. If additional materials are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.23. RIGHTS IN DATA

4.23.1. The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2. Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.24. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1. In accordance with Section MC1-374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. 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.

4.24.2. 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.

4.25. AUDIT DISALLOWANCES

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 will 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 invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to 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.

4.26. STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27. VALIDITY

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 the contract.

4.28. SEVERABILITY

The removal, 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.

4.29. RELATIONSHIPS

4.29.1. 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, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2. The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.30. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

4.31. WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1. The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2. have not within a three-year period preceding this contract:

4.32.1.2.1. been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

4.32.1.2.2. been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.3. are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

4.32.1.4. are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

- 4.32.1.5. have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
 - 4.32.2. If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
 - 4.32.3. The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.
- 4.33. VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 4.33.1. 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 www.uscis.gov.
 - 4.33.2. The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 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.
- 4.34. CONTRACTOR LICENSE REQUIREMENT
- 4.34.1. The contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of existing and future trade or industry requirements, and 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 Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
 - 4.34.2. Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of

Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.35. INFLUENCE

4.35.1. As prescribed in MC1-1203 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.

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

4.35.2.1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy 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.

4.35.3. 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.

4.35.4. ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.36. CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.37. CONFIDENTIAL INFORMATION

4.37.1. Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.37.2. The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or

additional measures requested by the County within 15 business days of the written request to do so.

4.37.3. Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.38. PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.39. 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, expressed, or implied.

4.40. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.41. 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, Phoenix, Arizona.