

SERIAL 11007 S REFRIGERATION EQUIPMENT AND REPAIR

DATE OF LAST REVISION: June 26, 2014

CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2014~~ 2017

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **REFRIGERATION EQUIPMENT AND REPAIR**

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 **June 08, 2011**.

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

JG/mm
Attach

Copy to: **Office of Procurement Services**
Sue Malinowsky, Sheriff's Office
Barry Thiem, Sheriff's Office
Crystal Wester, Medical Examiner's Office
Cheryl Rentscheler, Public Health

(Please remove Serial 04216-C from your contract notebooks)

ANDREW'S REFRIGERATION INC., 5617 E HILLERY DRIVE, SCOTTSDALE, AZ 85254

RESPONDENT NAME: Andrew's Refrigration Inc
 ADDRESS: 5617 E Hillery Dr Scottsdale AZ 85254
 P.O. ADDRESS: same
 TELEPHONE NUMBER: 602-992-9560
 FACSIMILE NUMBER: 602-992-9570
 WEB SITE: weareiceonline.com
 REPRESENTATIVE: Jayson Wagner
 REPRESENTATIVE E-MAIL: jayson@weareiceonline.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

YES NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

YES NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

YES NO %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1% 10 DAYS NET 30 DAYS

FIRST CALL

REGULAR SERVICE RESPONSE						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$58.00	1	hour	\$58.00	Please see section 2.0 for service description.	
Trip Charge	\$58.00	1	per visit	\$58.00	Please see section 2.0 for service description.	Define Trip Charge: If over 25 miles from 401 W Jefferson
REGULAR HOUR EMERGENCY RESPONSE						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$58.00	1	hour	\$58.00	Please see section 2.0 for service description.	
Trip Charge	\$58.00	1	per visit	\$58.00	Please see section 2.0 for service description.	Define Trip Charge: If over 25 miles from 401 W Jefferson
AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE:						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$87.00	1	hour	\$87.00	Please see section 2.0 service description.	
Trip Charge	\$87.00	1	per visit	\$87.00	Please see section 2.0 service description.	Define Trip Charge: If over 25 miles from 401 W Jefferson

ANDREW'S REFRIGERATION INC., 5617 E HILLERY DRIVE, SCOTTSDALE, AZ 85254

AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE:					
Title	Unit Price	Qty	UofM	Total Price	Description
Cost per Hour	\$87.00	1	per visit	\$87.00	Please see section 2.0 service description.
Trip Charge	\$87.00	1	per visit	\$87.00	Please see section 2.0 service description.
Parts and Products					
Title	Unit Price	Qty	UofM	Total Price	Description
Parts and Products	25.00%	1	each	25.00%	Parts and products at cost plus a mark- up.

PRICING SHEET: NIGP CODE 93667

Vendor Number: 2011000646 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014 2017.**

NORTHERN ARIZONA REFRIGERATION, P.O. BOX 239, TOLLESON, AZ 85353

RESPONDENT NAME: Northern Arizona Refrigeration Sales & Service Inc
 ADDRESS: 407 S 107th Ave Ste A14 Tolleson, AZ 85353
 P.O. ADDRESS: P.O. Box 239 Tolleson, AZ 85353
 TELEPHONE NUMBER: 623-936-8777
 FACSIMILE NUMBER: 623-936-3755
 WEB SITE: www.northernarizonarefrigeration.com
 REPRESENTATIVE: Dave Sundquist
 REPRESENTATIVE E-MAIL: dave@nazref.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

YES NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:
 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

YES NO
 YES NO %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

2% 10 DAYS NET 30 DAYS

SECOND CALL

REGULAR SERVICE RESPONSE						
Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
Cost per Hour	\$85.00	1	hour	\$85.00	Please see section 2.0 for service description.	
Trip Charge	\$38.00	1	per visit	\$38.00	Please see section 2.0 for service description.	Define Trip Charge: Travel
REGULAR HOUR EMERGENCY RESPONSE						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$127.50	1	hour	\$127.50	Please see section 2.0 for service description.	
Trip Charge	\$38.00	1	per visit	\$38.00	Please see section 2.0 for service description.	Define Trip Charge: Treavel
AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE:						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$170.00	1	hour	\$170.00	Please see section 2.0 service description.	
Trip Charge	\$38.00	1	per visit	\$38.00	Please see section 2.0 service description.	Define Trip Charge: Travel

NORTHERN ARIZONA REFRIGERATION, P.O. BOX 239, TOLLESON, AZ 85353

AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE:					
Title	Unit Price	Qty	UofM	Total Price	Description
Cost per Hour	\$170.00	1	per visit	\$170.00	Please see section 2.0 service description.
Trip Charge	\$38.00	1	per visit	\$38.00	Please see section 2.0 service description.
Parts and Products					
Title	Unit Price	Qty	UofM	Total Price	Description
Parts and Products	30.00%	1	each	30.00%	Parts and products at cost plus a mark- up.

PRICING SHEET: NIGP CODE 93667

Vendor Number: 2011000643 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014 2017.**

MK MECHANICAL INC., 6052 NORTH 57TH AVENUE, GLENDALE, AZ 85301

RESPONDENT NAME: MK Mechanical, Inc.
 ADDRESS: 6052 North 57th Avenue, Glendale, Arizona 85301
 P.O. ADDRESS: PO Box 11046, Glendale, Arizona 85318
 TELEPHONE NUMBER: 623-934-4300
 FACSIMILE NUMBER: 623-934-4435
 WEB SITE: mkmechanicalinc.com
 REPRESENTATIVE: Michael Wall
 REPRESENTATIVE E-MAIL: mkinc3@cox.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES **3% OF TOTAL BID AMOUNT.** (If Applicable)

NET 30 DAYS

PROJECT WORK ONLY

REGULAR SERVICE RESPONSE						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$75.00	1	hour	\$75.00	Please see section 2.0 for service description.	
Trip Charge	\$187.50	1	per visit	\$187.50	Please see section 2.0 for service description.	Define Trip Charge: 2.5 hrs charge
REGULAR HOUR EMERGENCY RESPONSE						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$85.00	1	hour	\$85.00	Please see section 2.0 for service description.	
Trip Charge	\$212.50	1	per visit	\$212.50	Please see section 2.0 for service description.	Define Trip Charge: 2.5 hrs
AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE:						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$85.00	1	hour	\$85.00	Please see section 2.0 service description.	
Trip Charge	\$85.00	1	per visit	\$85.00	Please see section 2.0 service description.	Define Trip Charge: 2.5 hrs

MK MECHANICAL INC., 6052 NORTH 57TH AVENUE, GLENDALE, AZ 85301

AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE:						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Cost per Hour	\$85.00	1	per visit	\$85.00	Please see section 2.0 service description.	
Trip Charge	\$212.50	1	per visit	\$212.50	Please see section 2.0 service description.	
Parts and Products						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Parts and Products	35.00%	1	each	35.00%	Parts and products at cost plus a mark- up.	1.3 mark up on parts

PRICING SHEET: NIGP CODE 93667

Vendor Number: 2011000648 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014 2017.**

REFRIGERATION EQUIPMENT AND REPAIR

1.0 INTENT:

The intent of this Solicitation is to establish a multiple award/qualifying contract as a source for repair, maintenance, installation, and retrofit on refrigeration equipment located at the Maricopa County's Jail Kitchens and the Forensic Science Center (FSC). The County is soliciting vendors that will without exception, agree to the terms and conditions listed in this call for bids. All services shall be requested on an as needed basis. The MCSO Food Services Division and the FSC may obtain competitive quotes for service requirements from all vendors awarded on this contract. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the **Office of Procurement Services. Additional Maricopa County using agencies may access and utilize the goods and services provided under this Contract.**

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.11 and 2.12, below).

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

2.0 TECHNICAL SPECIFICATIONS:

The work shall consist of repairs, maintenance, retrofitting, or new installation of equipment-listed herein. Subject listing is intended as representative of typical equipment covered under this agreement.

2.1 REPAIR & MAINTENANCE:

- 2.1.1 REGULAR SERVICE for repairs shall be made available to the County between 8:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. All work performed after 5:00 PM and before 8:00 AM the next morning shall be considered EMERGENCY AFTER HOURS. Saturday, Sunday and holidays shall be considered WEEKEND & HOLIDAY hours. Service shall be made available to the County 365 days per year, 24 hours per day. New installation work shall be performed during regular County hours. NO OVERTIME charges are allowed, only pricing as bid.
- 2.1.2 Response time for all regular service work shall be within four (4) hours on-site after Contractor receives request from the MCSO-Jail Kitchen or the FSC. Regular hour emergency work shall be within (2) hours on-site after Contractor receives request. After hours and weekend and holiday regular service requests shall have a four (4) hour on-site response time. Emergency after hours and weekend and holiday request shall have a two (2) hour on-site response time. The scheduling of the response time and rate is to be determined by the requesting agency and the contractor at the time of the request.
- 2.1.3 Contractor shall be responsible for sourcing all parts necessary in the repair, maintenance, and retrofitting.
- 2.1.4 Replacement parts used by the Contractor shall be equivalent to OEM specifications and design (if either manufactured or rebuilt) and be warranted for a minimum of ninety (90) days, *except compressors which shall be warranted for a minimum of one (1) year.*
- 2.1.5 All labor for repairs shall have a minimum 90-day warranty, for specific repairs only. MCSO will monitor any recalls through a contract administration process.
- 2.1.6 Contractor shall be responsible for all safe handling and disposal of all refrigerant, refrigerant oils and refrigerant filters, per all Federal and E.P.A. laws pertaining to the evacuations, spillage, and disposal of such refrigerants.

- 2.1.7 Refrigerant recovery and reclaiming on all systems containing a Charge of 10 lb. or more shall be coordinated with MCSO for the purposes of E.P.A. documentation. Copies **shall** be provided to the County.
- 2.1.8 All electric motors replaced shall have an energy efficiency of “premium” or better.
- 2.1.9 On occasion it may be necessary to access areas of the roof where there is no means to carry equipment or supplies up to the roof. It is the vendor’s responsibility to provide the equipment necessary to make these calls with the proper equipment and supplies.
- 2.1.10 **All vendors who are responsible for work completed through this contract may be required to complete and pass various personal/criminal background checks prior to performance.**

2.2 **Project Work and Time and Materials:**

- 2.2.1 **Project work shall mean services performed as an all-inclusive price; not time and materials. The Contractor(s) shall meet with the Agency staff at the site to ascertain what work is to be performed. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.**

Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

2.2.1.1 **The project quote sheet will contain the following information:**

- The contract serial number and name;**
- Name and address of site;**
- Building site number;**
- Detailed scope of work,**
- Other information relative to the S-O-W,**
- Project start/finish time line (optional),**
- Price**

- 2.2.2 **The submitted project price quote will be all-inclusive. Any cost overruns will be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the Agency prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.**

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized. Construction tax may be applied, but shall be part of the project cost and not a separate line item.

2.2.3 **Project Price Ceiling Limits:**

Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.2.3.1 **Time and Materials:**

2.2.3.1.1 **The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.**

2.2.3.1.2 **This contract may also be used for time and materials work (not to exceed \$5,000 without approval from the Office of Procurement Services) and priced per hour as bid in the pricing section.**

2.3 NEW INSTALLATION/RETROFITTING:

2.3.1 Shall the need arise for new installation; contractor's will be notified by MCSO or FSC for a quote request. Contractor shall supply a complete list of equipment proposed to be installed, stating the type of equipment and its major components, by make, model number and manufacture, giving all performance data.

2.3.2 After reviewing bid requests, Contractor shall provide shop drawings consisting of manufacturer's certified scale drawings, cuts, catalogs, or descriptive literature with complete certified characteristics of equipment, dimensions, capacities, code requirements, meter drive, testing, and certified performance curves for all fans and pumps, and pricing to MCSO or FSC.

2.3.3 Contractor shall maintain the appropriate licenses to perform the work outlined within this contract.

2.3.4 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. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section. 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.

2.3.5 All ductwork for new/retrofitted equipment shall be submitted via shop drawings to MCSO or FSC for approval prior to initiation of work.

2.3.6 Contractor shall comply with all applicable codes, rules, and regulations. All materials and work shall comply with State, County and Municipal construction, mechanical, plumbing, electrical and fire codes.

2.3.7 Contractor shall pay for all connections, installation, use, development, etc. fees, and/or charges.

2.3.8 Contractor shall obtain and pay for the required permits and licenses. These fees may be then billed directly to the County *without* mark-up.

2.3.9 Contractor shall be held responsible for completion of the work in the time allotted.

2.3.10 Contract shall compile a complete equipment and maintenance manual for **all** new equipment supplied to the County *prior* to completion of new/retrofit work.

- 2.3.11 The Contractor shall correct without charge any work requiring alteration due to lack of prior supervision or failure to make proper provision on time.
- 2.3.12 All wiring, conduit, junction boxes, electric automatic temperature control devices, relays, thermostats, pneumatic electric switches, automatic control switches, pilot lights, etc. shall be quote priced in the installation costs and submitted to MCSO or FSC prior to any work being done.
- 2.3.13 All plumbing piping (galvanized, copper, PVC, etc.), couplings, connectors, condensate drains, gas lines, water lines, etc. shall be quote priced in the installation costs and submitted to MCSO or FSC prior to any work being done.
- 2.3.14 Contractor shall construct and erect ductwork in accordance with the latest issue of SMACNA Standards and **ASHRAE** Guidelines.
- 2.3.15 Contractor shall comply in fabrication of joints, seams, bracing, reinforcing, hangers, fittings, housings and casings.
- 2.3.16 Contractor shall be required to utilize licensed plumbers for all new installation of piping distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility. These fees may be then billed directly to the County without mark-up.
- 2.3.17 Contractor shall be required to utilize licensed electricians for all new installations of electrical distribution systems as governed by State, County, and City codes. Required permits shall be Contractor's responsibility.
- 2.3.18 Should the need arise to penetrate a roof or to modify an existing roof opening for the installation of ductwork, *Contractor is to coordinate* this activity with FMD for the purposes of roof warranty concerns with the roofing contractor. *Failure to follow this request may result in Contractor accepting responsibility regarding warranty claims against roof leaks and subsequent internal building/contents damage from water leaks.* FMD Customer Service number: 602-506-3277.

2.4 SPECIFICALLY DEFINED MAINTENANCE INSPECTIONS:

Each inspection must be recorded on a log that is approved by the Maricopa County Sheriff's Office Food Services Division.

2.4.1 Vogt Ice Machine:

2.4.1.1 Quarterly Preventive Maintenance Inspection:

- 2.4.1.1.1 Check water filters.
- 2.4.1.1.2 Check date on H2O filters.
- 2.4.1.1.3 Check general operating conditions.
- 2.4.1.1.4 Check evaporator and condenser coil sections/proper pressures.
- 2.4.1.1.5 Check for refrigerant leaks.
- 2.4.1.1.6 Inspect and tighten electrical connections.
- 2.4.1.1.7 Lubricate and adjust all bearings, motors and linkages as required.
- 2.4.1.1.8 Inspect condensate drain pan, drain line & flush if necessary, check float assembly.

2.4.1.1.9 Security equipment panels.

2.4.1.1.10 Check all safety controls.

2.4.1.1.11 Clean self-contained equipment condensers.

2.4.1.2 Annual Preventive Maintenance Inspection:

2.4.1.2.1 Check date on H²O filters.

2.4.1.2.2 Wash out bin, clean & sanitize.

2.4.1.2.3 Inspect equipment operating pressures, temperatures and safety cutouts.

2.4.1.2.4 Inspect and calibrate all operating controls (temp and pressure controls).

2.4.1.2.5 Check thermostatic expansion valve for proper superheat.

2.4.1.2.6 Check operation of thermostat & bin stat.

2.4.1.2.7 Clean condenser coils.

2.4.1.2.8 Clean & sanitize with brush (evaporator).

2.4.1.2.9 Secure all panels.

2.4.1.2.10 Clean condenser fan blades and guards.

2.4.1.2.11 Check high and low pressure controls (cut-in and out settings).

2.4.1.2.12 Check compressor valves (pump down capability).

2.4.1.2.13 Clean evaporator drains, remove water troth, clean and sanitize.

2.4.1.2.14 Check fan rotation (airflow).

2.4.1.2.15 Check freon levels (torch receivers).

2.4.1.2.16 Clean all equipment condensers.

2.4.1.2.17 Check and clean diaphragm on water solenoid.

2.4.1.2.18 Remove pump and clean and sanitize.

2.4.1.2.19 Remove all internal tubes.

2.4.1.2.20 Water distributor, water curtain clean and sanitize.

2.4.1.2.21 Run system through two (2) cycles and discard ice.

2.4.2 Rack Systems (inside equipment only):

2.4.2.1 Quarterly Preventive Maintenance Service:

2.4.2.1.1 Check general operating conditions.

- 2.4.2.1.2 Check evaporator and condenser coil sections/proper pressures.
- 2.4.2.1.3 Check for refrigerant leaks.
- 2.4.2.1.4 Inspect and tighten electrical connections.
- 2.4.2.1.5 Lubricate and adjust all bearings, motors, and linkages as required.
- 2.4.2.1.6 Inspect condensate drain pan, drain line & flush if necessary.
- 2.4.2.1.7 Secure equipment panels.
- 2.4.2.1.8 Check all safety controls.
- 2.4.2.1.9 Clean self-contained equipment condensers.

2.4.2.2 Annual Preventive Maintenance Service:

- 2.4.2.2.1 Check evaporators for ice formation and for cleanliness.
- 2.4.2.2.2 Check evaporator and condenser fan motors operating conditions.
- 2.4.2.2.3 Inspect equipment operating pressures, temperatures and safety cutouts.
- 2.4.2.2.4 Inspection and calibrate all operating controls (temp and pressure controls).
- 2.4.2.2.5 Check thermostatic expansion valve for proper superheat.
- 2.4.2.2.6 Check operation of thermostat.
- 2.4.2.2.7 Clean condenser coils.
- 2.4.2.2.8 Secure all panels.
- 2.4.2.2.9 Clean evaporator and condenser fan blades and guards.
- 2.4.2.2.10 Check high and low pressure controls (cut-in and out settings).
- 2.4.2.2.11 Check compressor valves (pump down capability).
- 2.4.2.2.12 Check time clock and reset to correct time of day, verify that it is functioning properly.
- 2.4.2.2.13 Clean evaporator drains.
- 2.4.2.2.14 Check fan rotation (airflow).
- 2.4.2.2.15 Check Freon levels (torch receivers).
- 2.4.2.2.16 Check box temperatures.
- 2.4.2.2.17 Clean all equipment condensers.

2.4.3 Rack System (outside equipment only):

2.4.3.1 Quarterly Preventive Maintenance Service:

- 2.4.3.1.1 Check general operating conditions.
- 2.4.3.1.2 Check compressor oil level.
- 2.4.3.1.3 Check compressor motor mounts.
- 2.4.3.1.4 Check operation of flow.
- 2.4.3.1.5 Check compressor operating and safety controls.
- 2.4.3.1.6 Check compressor oil heater(s) for proper operation.
- 2.4.3.1.7 Inspect compressor motor starter(s)/contactor(s) for wear and pitting.
- 2.4.3.1.8 Inspect lubrication system.
- 2.4.3.1.9 Check moisture indicator(s) for excessive moisture.
- 2.4.3.1.10 Inspect the control center.
- 2.4.3.1.11 Tighten all electrical connections.
- 2.4.3.1.12 Check condition of relays and timers.
- 2.4.3.1.13 Read and record any and all alerts or alarms.
- 2.4.3.1.14 Cycle ambient controlled enclosure fans.
- 2.4.3.1.15 Read and record box temperatures on data log.
- 2.4.3.2 Annual Preventive Maintenance Service:
 - 2.4.3.2.1 Meg ohm test compressor motor windings and record readings.
 - 2.4.3.2.2 Tighten electrical terminals on compressor, contactors, starters, and relays.
 - 2.4.3.2.3 Check and calibrate compressor(s) operating and safety controls.
 - 2.4.3.2.4 Check condition of relays and timers.
 - 2.4.3.2.5 Take oil sample and have analyzed for moisture, acid and metallic content.
 - 2.4.3.2.6 Inspect relief valves and piping.
 - 2.4.3.2.7 Inspect oil level.
 - 2.4.3.2.8 Vacuum the cabinet to eliminate dust build-up.
 - 2.4.3.2.9 Check oil, discharge, and cooler pressure transducers.
 - 2.4.3.2.10 Change oil filter(s) per manufacturers specifications.
 - 2.4.3.2.11 Inspect entering and leaving condenser water temperature sensor(s).
 - 2.4.3.2.12 Cycle through on board Einstein system.
 - 2.4.3.2.13 Leak check overall system.

Each inspection must be recorded on a log that is approved by the Maricopa County Forensic Science Center.

2.4.4 Temperature Chart Recorders:

2.4.4.1 Twice a year preventative maintenance inspection:

2.4.4.1.1 Check (infrared) control panels for condition of motors.

2.4.4.1.2 Calibrate temperature readings with actual correct temperature inside refrigerator or freezer.

2.5 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report 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.

2.6 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.7 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.8 INVOICES AND PAYMENTS:

2.8.1 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
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.8.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.8.3 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).

2.8.4 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.

2.9 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.10 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.11 FUEL COST PRICE ADJUSTMENT:

2.10.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.10.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.10.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.10.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.10.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.10.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.10.7 The computation of the fuel surcharge amount shall be determined as follows:

2.10.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.10.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.10.7.3 The surcharge shall be added as a separate line item to the invoice.

2.12 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.

2.13 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.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) 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 thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 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.

3.4.2 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.

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

3.5 INSURANCE:

3.5.1 **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.**

3.5.2 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.

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

3.5.4 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.

3.5.5 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.

3.5.6 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.

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

3.5.8 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.

3.5.9 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.

3.5.10 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.

3.5.11 Workers' Compensation:

3.5.11.1 **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.**

3.5.11.2 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.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

3.5.12.1.2 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.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 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 minimum or maximum number of 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.

3.9.2 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.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 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.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to 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.

3.14 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.

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

3.15.2 **The County reserves the right of final approval on proposed staff for all Task Orders. 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.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract 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 project.

3.16.2 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.

3.17 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.

3.18 RETENTION OF RECORDS:

3.18.1 **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.**

3.18.2 **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.**

3.18.3 **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.**

3.19 VALIDITY:

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

3.20 RIGHTS IN DATA:

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.

3.21 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 County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 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:

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

3.22.1.2 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;

3.22.1.3 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

3.22.1.4 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.

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

3.22.3 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.

3.23 ALTERNATIVE DISPUTE RESOLUTION:

3.23.1 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:

3.23.1.1 Render a decision;

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

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

3.23.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.23.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.24.1 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.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 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.

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

3.25.1 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.

3.25.2 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.

3.26 CONTRACTOR LICENSE REQUIREMENT:

3.26.1 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 **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

3.26.2 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.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 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:

3.28.1 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,

3.28.2 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.