

**SERIAL 11043 C KITCHEN EQUIPMENT MAINTENANCE REPAIR PARTS AND
SUPPLIES**

DATE OF LAST REVISION: March 18, 2015

CONTRACT END DATE: September 30, 2017

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

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **KITCHEN EQUIPMENT MAINTENANCE REPAIR PARTS AND
SUPPLIES**

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 **September 28, 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
 Amie Bristol, Sheriff's Office

(Please remove Serial 05011-C from your contract notebooks)

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC., 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

COMPANY NAME:	<u>Heritage Food Service Equipment, Inc</u>
DOING BUSINESS AS (DBA) NAME:	
MAILING ADDRESS:	<u>5130 Executive Blvd Fort Wayne In 46808</u>
REMIT TO ADDRESS:	<u>PO BOX 8710 Fort Wayne In 46898</u>
TELEPHONE NUMBER:	<u>800-458-5593</u>
FACSIMILE NUMBER:	<u>800-800-4981</u>
WEB SITE:	<u>www.hfse.com</u>
REPRESENTATIVE NAME:	<u>Tari Kovets</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>800-458-5593 ext 7919</u>
REPRESENTATIVE E-MAIL:	<u>Tarik@hfse.com</u>

	<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"/>
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FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) N/A% OF TOTAL BID AMOUNT

NET 15 DAYS

PRICING FOR OEM REPLACEMENT PARTS ONLY

Heritage Food Service Equipment, INC. Replacement Parts for Commercial Kitchen Equipment		
www.hfse.com		
<u>Manufacturer</u>	<u>HFSE DISCOUNT FROM M.S.R.P.</u>	<u>Website</u>
ACCUTEMP	38.5%	www.accutemp.com
ALTO SHAAM	38.5%	www.alto-shaam.com
AMERICAN METAL WARE	38.5%	www.grindmaster.com
AMERICAN RANGE	38.5%	www.americanrange.com
ANETS	38.5%	www.anetsberger.com
APW/WYOTT	38.5%	www.apwwyott.com
ANTUNES	38.5%	www.ajantunes.com
ATLAS METAL	38.5%	www.atlasfoodserv.com

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC, 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

BAKERS PRIDE	38.5%	www.bakerspride.com
BALLY	38.5%	www.ballyrefboxes.com
BARBEQUE KING	25.5%	www.bkideas.com
BERKEL	25.5%	www.berkel.com
BEVERAGE AIR	38.5%	www.beverage-air.com
BLAKESLEE *	25.5%	www.blakesleeinc.com
BLODGETT *	38.5%	www.blodgett.com
BLOOMFIELD	38.5%	www.wellsbloomfield.com
BUNN-O-MATIC	38.5%	www.bunnomatic.com
BUS BOY	38.5%	www.nemcofoodequip.com
CAMBRO	38.5%	www.cambro.com
CARTER HOFFMAN	38.5%	www.carter-hoffmann.com
CECILWARE	38.5%	www.cecilware.com
CHAMPION	38.5%	www.championindustries.com
CLEVELAND *	38.5%	www.clevelandrange.com
CMA DISHMACHINE	25.5%	www.cmadishmachines.com
COMSTOCK CASTLE	25.5%	www.castlestove.com
COOPER THERMOMETERS	38.5%	www.cooperinstrument.com
CORNELIUS	38.5%	www.cornelius.com
CRATHCO	38.5%	www.grindmaster.com
CRESCOR	38.5%	www.crescor.com
CRIMSCO	25.5%	www.crimsko.com
CUNO	38.5%	www.cuno.com
CUTLER	25.5%	www.HFSE.com
DEAN	38.5%	www.frymaster.com
DELFIELD	38.5%	www.delfield.com
DITO DEAN	38.5%	www.electroluxusa.com/welcome
DORMONT HOSES	40.5%	www.dormont.com
DOYON	38.5%	www.doyon.com
DUKE	38.5%	www.dukemfg.com
EAGLE	25.5%	www.eaglegrp.com
EDLUND	38.5%	www.edlundco.com
EMBERGLO	5.5%	www.emberglo.com
EPCO/USECO	38.5%	

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC, 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

EVERPURE	38.5%	www.everpure.com
FARBERWARE	38.5%	www.farberware.com
FAST	38.5%	www.fastinc.com
FISHER	38.5%	www.fisher-mfg.com
FOOD WARMING EQUIPMENT	38.5%	www.fweco.com
FRYMASTER *	38.5%	www.frymaster.com
GARLAND	38.5%	www.garland-group.com
GLASTENDER	38.5%	www.glastender.com
GLOBE	38.5%	www.globeslicers.com
GROEN *	38.5%	www.unifiedbrands.net
HAMILTON BEACH	38.5%	www.hamiltonbeach.com
HATCO	38.5%	www.hatcocorp.com
HENNY PENNY	25.5%	www.hennypenny.com
HOLMAN	38.5%	www.star-mfg.com
HOSHIZAKI	20.5%	www.hoshizakiamerica.com
ICE-O-MATIC	25.5%	www.iceomatic.com
IMPERIAL	38.5%	www.imperialrange.com
INSINKERATOR	38.5%	www.insinkerator.com
INTERMETRO	38.5%	www.metro.com
JACKSON	38.5%	www.jacksonmsc.com
JADE	38.5%	www.jaderange.com
JET SPRAY	38.5%	www.cornelius.com
KASON *	38.5%	www.kasonind.com
KEATING	Please call for pricing.	www.keatingofchicago.com
KOLDRAFT	38.5%	www.kold-draft.com
LAKESIDE	38.5%	www.elakeside.com
LANG	38.5%	www.langworld.com
LE-JO	38.5%	www.lejoenterprises.com
LEGION	38.5%	www.legionindustries.com
LINCOLN	38.5%	www.lincolnfp.com
MAGIKITCH'N	38.5%	www.magikitchn.com
MAGNESOL	25.5%	www.dallasgrp.com
MANITOWOC	38.5%	www.manitowoc.com

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC, 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

MARKET FORGE	38.5%	www.mfii.com
MASTER-BILT	25.5%	www.master-bilt.com
MASTER DISPOSER	38.5%	www.masterdisposers.com
MARSHALL AIR	25.5%	www.marshallair.com
MERCO	38.5%	www.merco.org
MIDDLEBY-MARSHALL	25.5%	www.middleby.com
MCCALL/KOLPAK	38.5%	www.mccallrefrigeration.com , www.kolpak.com
MOFFAT	38.5%	www.moffat.com
MONTAGUE	38.5%	www.montaguecompany.com
MOYER DIEBEL	38.5%	www.moyerdiebel.com
NEMCO	38.5%	www.nemcofoodequip.com
NIECO	38.5%	www.nieco.com
NORLAKE	38.5%	www.norlake.com
NORRIS	38.5%	www.silverking.com
NU-VU	38.5%	www.nu-vu.com
PERLICK	38.5%	www.perlick.com
PITCO	38.5%	www.pitco.com
PRECISION	38.5%	www.atlasfoodserv.com
PRINCE CASTLE	38.5%	www.princecastle.com
RANDELL	38.5%	www.unifiedbrands.net
RANKIN DELUXE	38.5%	www.rankindelux.com
RATIONAL *	38.5%	www.rational-online.com
RED GOAT	38.5%	www.redgoat.com
REMCOR	38.5%	www.imiremcors.com
ROBOT COUPE	25.5%	www.robotcoupeusa.com
ROUNDUP	38.5%	www.ajantunes.com
SALVAJOR	38.5%	www.salvajor.com
SANI SERVE	25.5%	www.saniserv.com
SAVORY	38.5%	www.mercosavory.com
SCOTSMAN	38.5%	www.scotsman-ice.com
SECO	38.5%	www.dukemfg.com
SERVER	38.5%	www.server-products.com
SERVOLIFT	25.5%	www.piperonline.net

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC, 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

SILVER KING	15.5%	www.silverking.com
SKYDYNE	Please call for pricing	www.skydyne.com
SOUTHBEND	38.5%	www.southbendnc.com
STANLEY KNIGHT	25.5%	www.HFSE.com
STAR	38.5%	www.star-mfg.com
STERO *	38.5%	www.stero.com
T&S BRASS & BRONZE	38.5%	www.tsbrass.com
TOASTMASTER	25.5%	www.toastmastercorp.com
TOMLINSON	38.5%	www.tomlinsonind.com
TRAULSEN	38.5%	www.traulsen.com
TRUE REFRIG	38.5%	www.truemfg.com
UNIVEX	38.5%	www.univexcorp.com
US RANGE	38.5%	www.garland-group.com
USECO	38.5%	
VARIMIXER *	38.5%	www.varimixer.com
VICTORY	38.5%	www.victory-refrig.com
VITAMIX	38.5%	www.vitamix.com
VOGT	5.5%	www.vogtice.com
VOLLRATH STEAM	38.5%	www.vollrathco.com
VULCAN HART	15.5%	www.vulcanhart.com
WARING	38.5%	www.waringproducts.com
WASTE KING	38.5%	www.wasteking.com
WELLS	38.5%	www.wellsbloomfield.com
WILBUR CURTIS	38.5%	www.wilburcurtis.com
WILDER	38.5%	www.nu-vu.com
WIN HOLT	38.5%	www.winholt.com
WINSTON	38.5%	www.winstonind.com
WITTCO	25.5%	www.wittco.com
WOLF	15.5%	www.wolfrange.com
WORLD DRYER	38.5%	www.worlddryer.com
WYOTT	38.5%	www.apwwyott.com
*Short Discount items will be discounted at 15% off MSRP.		
Updated 5-20-2011		

HERITAGE FOOD SERVICE GROUP, PO BOX 8710, EQUIPMENT INC, 5130 EXECUTIVE BLVD., FORT WAYNE, IN 46898

PRICING SHEET: NIGP CODE 93130

Vendor Number: ~~2011001244-0~~ **2011005883 0**

Certificates of Insurance Required

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

3WIRE GROUP INC, 21 NORTHERN AVENUE, PLATTSBURGH, NY 12903

COMPANY NAME: 3Wire Group Inc
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 101 Broadway St. West Suite 300 Osseo MN. 55369
 REMIT TO ADDRESS: 3Wire Group Inc
NW7964 5740 P.O. Box 1450
Minneapolis MN 55485 7964 5740
 TELEPHONE NUMBER: 800 634 5005
 FACSIMILE NUMBER: 800 782 5424
 WEB SITE: www.3Wire.com
 REPRESENTATIVE NAME: Mark Ficociello
 REPRESENTATIVE TELEPHONE NUMBER: 800 634 5005 ext. 340
 REPRESENTATIVE E MAIL: Mark.ficociello@3wire.com

-
 -
 WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

YES	NO	REBATE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	-

-
 WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

YES	NO	REBATE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	-

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) 0% OF TOTAL BID AMOUNT

NET 30 DAYS

MANUFACTURE	DISCOUNT
AccuTemp	36.00%
AJ Antunes	36.00%
Alto Shaam	36.00%
Amana/Litton	36.00%
American Dish Service	36.00%
American Metal Ware	36.00%
American Range	36.00%
Anets	36.00%
APW Wyott	36.00%
Atlas Metal	36.00%
Avtee	36.00%
Bakers Pride	36.00%
Bally	36.00%
Belleco	36.00%
Berkel Slicer	36.00%
Beverage Air	36.00%
Bevles	36.00%
BK Industries	36.00%

3WIRE GROUP INC, 21 NORTHERN AVENUE, PLATTSBURGH, NY 12903

Blakeslee	26.00%
Blodgett	36.00%
Bloomfield	36.00%
Bunn O Matie	36.00%
Carter Hoffmann	36.00%
Cecilware	36.00%
Champion	36.00%
Cleveland	36.00%
CMA Dishmachines	36.00%
Cornelius	36.00%
Crathco	36.00%
Cres Cor	36.00%
Cuno Filters	36.00%
Dean Industries*	36.00%
Delfield	36.00%
Dinex	36.00%
Dito Dean	36.00%
Dormont Hoses	36.00%
Doughpro	36.00%
Duke	36.00%
Eagle	36.00%
Edlund	36.00%
Everpure	36.00%
Feteo	36.00%
Fisher Mfg.	36.00%
Food Warming Equip.	36.00%
Frymaster	36.00%
Garland	36.00%
Glastender	36.00%
Globe Slicer	36.00%
Grindmaster	36.00%
Groen	36.00%
Hamilton Beach	36.00%
Hateo	36.00%
Holman Toaster	36.00%
Imperial	36.00%
Insinger	36.00%
Intermetro Industries	36.00%
Jade Range	36.00%
Jackson/Meiko	36.00%
Jet Spray	36.00%
Kolpak	36.00%
Lakeside	36.00%

3WIRE GROUP INC, 21 NORTHERN AVENUE, PLATTSBURGH, NY 12903

Lang	36.00%
Lincoln	36.00%
MagiKitch'n*	36.00%
Manitowoc	36.00%
Market Forge*	36.00%
Mereo	36.00%
MerryChef	36.00%
Metal Masters	36.00%
Montague	36.00%
Moyer Diebel	36.00%
Nemco	36.00%
NU VU	36.00%
Piteo	36.00%
Power Soak Metercraft*	36.00%
Randell	36.00%
Rankin-Delux	36.00%
Rational	36.00%
Red Goat Disposers	36.00%
RoundUp	36.00%
Salvajor	36.00%
Savory	36.00%
Seotsman	36.00%
Server Products	36.00%
Southbend	36.00%
Star	36.00%
Stero	36.00%
T & S Brass	36.00%
Traulsen	36.00%
TRUE	36.00%
Turbo Chef	36.00%
Victory	36.00%
Vita Mix	36.00%
Vollrath	36.00%
Vulcan Hart	21.00%
Waring	36.00%
Wells Mfg.Co.	36.00%
Wilbur-Curtis	36.00%

PRICING SHEET: NIGP CODE 93130

Vendor Number: _____ 2011001242-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending September 30, 2014-2017

REMOVE FROM CONTRACT EFF. 10/01/14

SERVICE SOLUTIONS GROUP LLC, 4832 S 35TH STREET, PHOENIX, AZ 85040

COMPANY NAME: Service Solutions Group LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 4832 S 35th St Phoenix, AZ 85040
 REMIT TO ADDRESS: 6000 Paysphere Circle Chicago, IL 60674
 TELEPHONE NUMBER: 602-234-2443
 FACSIMILE NUMBER: 602-507-6052
 WEB SITE: www.servicesg.com
 REPRESENTATIVE NAME: Don Coghill
 REPRESENTATIVE TELEPHONE NUMBER: 602-507-6046
 REPRESENTATIVE E-MAIL: don.coghill@servicesg.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO REBATE
 YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

NET 30 DAYS

REGULAR SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Bidder Notes
Cost Per Hour	\$84.00 \$89.00 (eff. 02/01/15)	1	hour	labor is billed in 1/4 hour increments after 1st hour on site.
Trip Charge	\$84.00 \$89.00 (eff. 02/01/15)	1	per visit	Trip Charge is per service request, unless technician is currently on site for other service request.
REGULAR HOUR EMERGENCY SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Bidder Notes
Cost Per Hour	\$105.00 \$111.25 (eff. 02/01/15)	1	hour	labor is billed in 1/4 hour increments after 1st hour on site.
Trip Charge	\$105.00 \$111.25 (eff. 02/01/15)	1	per visit	Emergency trip charge

AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Bidder Notes
Cost Per Hour	\$126.00 \$133.50 (eff. 02/01/15)	1	hour	labor is billed in 1/4 hour increments after 1st hour on site minimum.
Trip Charge	\$126.00 \$133.50 (eff. 02/01/15)	1	per visit	

AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Bidder Notes
Cost Per Hour	\$168.00 \$178.00 (eff. 02/01/15)	1	hour	Emergency charge for afterhours/weekends/holiday
Trip Charge	\$168.00 \$178.00 (eff. 02/01/15)	1	per visit	

MATERIAL COSTS

Title	Unit Price	Qty	UofM	Total Price	Bidder Notes
Published Catalog Description / Manufacturer		1	MF		All parts charged at manufacturers recommended list price minus 10%, except net and short discounted items. Actual catalogs unavailable,
Catalog Date		1	day		EPA charge for refrigeration service is \$50.00 Braze/weld charge for refrigeration service is \$35.00 (as applicable)
Price Column to be Used		1	application		
Discount	\$0.00	1	fee	\$0.00	Parts sold per manufacturers list price minus 10%, except net or short discounted items
Price Firm Through Date	\$0.00	1	day	\$0.00	Parts sold per manufacturers list price minus 10%, except net or short discounted items

PRICING SHEET: NIGP CODE 93130

Vendor Number: 2011001245 0

Certificates of Insurance Required

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

ARIZONA BAKERY SALES & SERVICE, 4551 E. IVY ST., #101, MESA AZ 85205

COMPANY NAME:	<u>Shaw Family Enterprises</u>
DOING BUSINESS AS (DBA) NAME:	<u>Arizona Bakery Sales& Service</u>
MAILING ADDRESS:	<u>4551 E. Ivy St. Suite # 101, Mesa, AZ 85205</u>
REMIT TO ADDRESS:	<u>4551 E. Ivy St. Suite # 101 , Mesa, AZ 85205</u>
TELEPHONE NUMBER:	<u>480-968-7470</u>
FACSIMILE NUMBER:	<u>480-968-7488</u>
WEB SITE:	<u>www.abssimplythebest.com</u>
REPRESENTATIVE NAME:	<u>Shelia Shaw</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>480-968-7470</u>
REPRESENTATIVE E-MAIL:	<u>service@abssimplythebest.com</u>

	<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"/>
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FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **0% OF TOTAL BID AMOUNT**

NET 30 DAYS

REGULAR SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Description
Cost Per Hour	\$62.00	1	hour	Please see Section 2.0 through 2.4.10 for the specifications and locations.
Trip Charge	\$50.00	1	per visit	Please see Section 2.0 through 2.4.10 for the specifications and locations.
REGULAR HOUR EMERGENCY SERVICE RESPONS				
Title	Unit Price	Qty	UofM	Description
Cost Per Hour	\$62.00	1	hour	Please see Section 2.0 through 2.4.10 for the specifications and locations.
Trip Charge	\$50.00	1	per visit	Please see Section 2.0 through 2.4.10 for the specifications and locations.
AFTER HOURS, WEEKEND & HOLIDAY REGULAR SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Description
Cost Per Hour	\$93.00	1	hour	Please see Section 2.0 through 2.4.10 for the specifications and locations.
Trip Charge	\$75.00	1	per visit	Please see Section 2.0 through 2.4.10 for the specifications and locations.

ARIZONA BAKERY SALES & SERVICE, 4551 E. IVY ST., #101, MESA AZ 85205

AFTER HOURS, WEEKEND & HOLIDAY EMERGENCY SERVICE RESPONSE				
Title	Unit Price	Qty	UofM	Description
Cost Per Hour	\$93.00	1	hour	Please see Section 2.0 through 2.4.10 for the specifications and locations.
Trip Charge	\$75.00	1	per visit	Please see Section 2.0 through 2.4.10 for the specifications and locations.
MATERIAL COSTS				
Title	Unit Price	Qty	UofM	Bidder Notes
Discount	\$0.00	1	fee	You Get a 5% Discount on Any Invoices Paid Within Ten Days.

PRICING SHEET: NIGP CODE 93130

Vendor Number: 2011001373 0

Certificates of Insurance Required

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

KITCHEN EQUIPMENT MAINTENANCE REPAIR PARTS AND SUPPLIES

1.0 INTENT:

The intent of this Solicitation is to establish a requirements contract for kitchen equipment repair parts, supplies and labor. The respondents shall include any type of pricing schedule for repair parts and supplies. Catalogs with a percentage off are preferable, but any document that provides a method of determining a discount from list pricing will be acceptable. Repair parts and supplies can be defined as anything that can be used to repair kitchen equipment from nuts and bolts to heating elements and compressors. It is expected that this contract will have multiple vendors. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Office of Procurement Services.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.20 and 2.21, 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 SPECIFICATIONS:

- 2.1 Vendors shall provide repair/maintenance services and also provide repair parts and supplies.
- 2.2 Vendors shall provide product line information for a wide variety of parts, supplies and equipment.
- 2.3 Repair and Maintenance:
 - 2.3.1 REGULAR SERVICE for repairs shall be made available to the County between 7:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. All work performed after 5:00 PM and before 7:00 AM the next morning shall be considered EMERGENCY AFTER HOURS. Saturday, Sunday and holidays shall be considered WEEKEND & HOLIDAY hours. Trip charges, if any, shall be stated on, pricing page. Service shall be made available to the County 365 days per year, 24 hours per day. NO OVERTIME charges are allowed, only pricing as bid.
 - 2.3.2 Response time for all regular service work shall be within four (4) hours on-site after Contractor receives request from the MCSO-Jail Kitchen. 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.
- 2.4 Facility Locations included (but not limited to) as listed below:
 - 2.4.1 Food Factory
3150 W. Lower Buckeye Road, Suite A
Phoenix, AZ 85009
 - 2.4.2 Durango Jail
3225 W. Gibson Lane
Phoenix, AZ 85009
 - 2.4.3 Towers Jail
3127 W. Gibson Lane

Phoenix, AZ 85009

- 2.4.4 Estrella Jail
2939 W. Durango
Phoenix, AZ 85009
- 2.4.5 Madison Street Jail
225 W. Madison Street
Phoenix, AZ 85003
- 2.4.6 Durango Juvenile Court Center (Juvenile West)
3125 W. Durango
Phoenix, AZ 85009
- 2.4.7 S. E. Mesa (Juvenile East/Mesa Juvenile Court Center)
1840 S. Lewis Street
Mesa, AZ 85210
- 2.4.8 Avondale Jail
920 E. Van Buren
Avondale, AZ 85323
- 2.4.9 Lower Buckeye Jail (LBJ)
3250 W. Lower Buckeye Road
Phoenix, AZ 85009
- 2.4.10 4th Avenue Jail
201 S. 4th Avenue
Phoenix, AZ 85003

2.5 DELIVERY AND INSTALLATION:

- 2.5.1 The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.
- 2.5.2 Delivery shall be F.O.B. Destination Freight Prepaid within fifteen (15) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.6 EXPEDITED DELIVERY:

- 2.6.1 If the Using Agency determines that rush shipping 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 Using Agency.
- 2.6.2 The Using Agency 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 Using Agency shall advise the Contractor to proceed.
- 2.6.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.7 SHIPPING DOCUMENTS:

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

- 2.7.1 Contract Serial number.

- 2.7.2 Contractor's name and address.
- 2.7.3 Using Agency name and address.
- 2.7.4 Using Agency purchase order number.
- 2.7.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.8 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.9 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.10 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

Upon delivery and/or successful installation, the system(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.11 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.12 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of bid submission.

2.13 DISCONTINUED MATERIALS:

2.13.1 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:

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

2.13.1.2 Documentation that names the replacement material.

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

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

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

2.13.2 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.

2.14 **WARRANTY:**

2.14.1 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.

2.14.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.14.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.14.2.2 The Contractor agrees that he will, at his 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.

2.15 **MAINTENANCE:**

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.16 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.17 **INVOICES AND PAYMENTS:**

2.17.1 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

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

- 2.17.3 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.aspx).
- 2.17.4 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.
- 2.18 TAX:
- Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.
- 2.19 FUEL COST PRICE ADJUSTMENT:
- 2.19.1 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.
- 2.19.2 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.
- 2.19.3 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.
- 2.19.4 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, Vendor Information). 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).
- 2.19.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).

2.19.6 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/>

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

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

2.19.7.2 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.

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

2.20 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 state so** 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.

2.21 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 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its 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 Department 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 REQUIREMENTS

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 **Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 **Certificates of Insurance.**

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

3.5.13.2 **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 ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.2.1 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.

3.5.13.2.2 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.

3.5.14 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 REQUIREMENTS CONTRACT:

3.8.1 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.

3.8.2 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.

3.8.3 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.

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 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.

3.9.3 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 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 Contractor.

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, additionally 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:

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.

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

In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

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

3.19 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 shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future

claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 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.

3.21 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.

3.22 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.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 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:

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

3.24.1.2 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;

3.24.1.3 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

3.24.1.4 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.

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

3.24.3 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.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 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:

3.25.1.1 Render a decision;

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

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

3.25.2 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.

3.25.3 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.

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

3.25.1 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.

3.25.2 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.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~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 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.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 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.

3.27.2 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.

3.28 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.

3.29 **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.

3.30 **POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.