

SERIAL 13047 S TRASH REMOVAL SERVICES

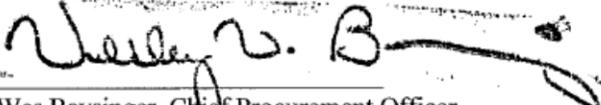
DATE OF LAST REVISION: March 31, 2016 CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TRASH REMOVAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 19, 2013 (Eff. 07/01/13)**.

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

LA/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management
Cynthia Robinson, Department of Transportation

(Please remove Serial 06092-S from your contract notebooks)

**ALLIED WASTE TRANSPORTATION INC DBA REPUBLIC SERVICES, 4811 W LOWER BUCKEYE RD
PHOENIX AZ 85043**

COMPANY NAME: Republic Services
 DOING BUSINESS AS (DBA) NAME: Republic Services
 MAILING ADDRESS: 4811 West Lower Buckeye Road Phoenix, AZ 85043
 REMIT TO ADDRESS: PO Box 78829 Phoenix, AZ 85062
 TELEPHONE NUMBER: 602-237-2078
 FACSIMILE NUMBER: 602-237-2641
 WEB SITE: www.republicservices.com
 REPRESENTATIVE NAME: Chris Coyle
 REPRESENTATIVE TELEPHONE NUMBER: 602-442-7285
 REPRESENTATIVE E-MAIL: ccoyle@republicservices.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO **0** REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

NET 30 DAYS

Front Load Matrix, Per Month Charges - Local						
Title	1X Week	2X Week	3X Week	4X Week	5X Week	Non-Scheduled
Size 3-Yard	\$39.00	\$65.00	\$93.00	\$119.00	\$147.00	\$45.00
Size 4-Yard	\$39.00	\$78.00	\$117.00	\$156.00	\$195.00	\$50.00
Size 6-Yard	\$59.00	\$117.00	\$176.00	\$234.00	\$293.00	\$60.00
Size 8-Yard	\$78.00	\$156.00	\$234.00	\$312.00	\$390.00	\$70.00

Front Load Matrix, Per Month Charges - Distant							
Title	1X Week	2X Week	3X Week	4X Week	5X Week	Non-Scheduled	
Size 3-Yard (Matrix for Outside the 25 Mile Area)	\$64.00	\$127.00	\$191.00	\$255.00	\$318.00	\$85.00	
Size 4-Yard (Matrix for Outside the 25 Mile Area)	\$85.00	\$170.00	\$255.00	\$339.00	\$424.00	\$85.00	
Size 6-Yard (Matrix for Outside the 25 Mile Area)	\$127.00	\$255.00	\$382.00	\$509.00	\$637.00	\$85.00	
Size 8-Yard (Matrix for Outside the 25 Mile Area)	\$170.00	\$339.00	\$509.00	\$679.00	\$849.00	\$85.00	

Maricopa County Site Locations				
Title	Unit	Qty	UofM	Bidder Notes
	Price			
MCSO – Avondale Substation - Site # 309	\$59.00	1	month	
MCDOT - Buckeye Yard - Site # 406	\$59.00	1	month	

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Estrella Mountain Regional Park - Site # 801	\$531.00	1	month	Nov-Apr 9-6yd-1x \$531/month May-Oct 5-6yd-1x \$295/month
Cave Creek Mountain Regional Park - Site # 1101	\$273.00	1	month	Nov-Apr 7-3yd-1x \$273/month May-Oct 3-3yd-1x \$117/month
MCDOT - Administration - Site # 1401	\$234.00	1	month	
Flood Control - Administration - Site # 1402	\$176.00	1	month	
Flood Control - Operations - Site # 1404	\$78.00	1	month	
MCDOT - Highway Operations - Site # 1405	\$117.00	1	month	
MCDOT - Procurement & Distribution Center - Site # 1408	\$176.00	1	month	
MCDOT - Traffic Operations - Site # 1409	\$65.00	1	month	
FMD – Operations & Maintenance Bldg. - Site # 1414	\$145.00	1	month	Nov-Apr 7-3yd-1x \$273/month May-Oct 3-3yd-1x \$117/month
Parks Construction and Trails Division - Site # 1415	\$59.00	1	month	
Animal Control Center - Site # 1417	\$234.00	1	month	
Equipment Services/MCSO - Durango - Site # 1501	\$293.00	1	month	
Telecommunications - Site # 1511	\$65.00	1	month	
Juvenile - Durango Complex - Site # 1704	\$879.00	1	month	
Durango Juvenile Detention - Site # 1713	\$90.00	1	month	\$90.00 per Haul \$34.00 per ton
Juvenile – Durango Court Center - Site # 1715	\$586.00	1	month	
MCSO - Property Management - Site # 1910	\$117.00	1	month	
Juvenile Administration - Site # 1916	\$176.00	1	month	
Cafeteria - Durango - Site # 1918	\$293.00	1	month	
MCSO Investigations - Site # 1920	\$117.00	1	month	
MCSO - Training Academy - Site # 1951	\$293.00	1	month	**Service Reduction** **Monday Service Only**
Juvenile Warehouse - Site # 1962	\$78.00	1	month	
Juvenile - Residential Treatment Center - Site # 1965	\$117.00	1	month	
Equipment Services - NW - Site # 2006	\$59.00	1	month	
MCSO - Surprise Substation - Site # 2021	\$78.00	1	month	
MCSO – Shooting Range – Site # 2022 26900 West Buckeye Hills Drive, Buckeye, AZ 85326	\$100.00	1	month	**Service as Requested** 2-4YD 1-6YD
MCDOT NW Maintenance Facility - Site # 2025	\$59.00	1	month	
Superior Court - NW Facility - Site # 2029	\$156.00	1	month	
Superior Court – NW Regional - Site # 2033	\$156.00	1	month	
Adult Probation - Site # 2310	\$234.00	1	month	
Guadalupe WIC - Site # 2406	\$39.00	1	month	
Justice Court - West Mesa - Site # 2801	\$59.00	1	month	
Adult Probation - Site # 2814	\$117.00	1	month	
Equipment Services - Mesa Service Station - Site # 2852	\$39.00	1	month	

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MCSO - Mesa Substation - Site # 2853	\$586.00	1	month	
Juvenile - SE Complex - Site # 2856	\$702.00	1	month	1-6yd-7x \$409/month 1-6yd-5x \$293/month total: \$702/month
PNI Warehouse - Site # 2874	\$145.00	1	month	\$145.00 per haul \$36.00 per ton
Maricopa County FMD (Hurley Building) Site # 2875 227 East Javalina Avenue Mesa, AZ 85201	\$30.00	1	month	One (1) Front Loader with lock bar and without casters. 1XM
Facilities Management - Site # 3311	\$117.00	1	month	
Jackson St. Customer Service Center - Site # 3315	\$156.00	1	month	
Forensic Science - Site # 3317	\$65.00	1	month	
South Court Tower - Site # 3325	\$90.00	1	month	\$90.00 per Haul \$34.00 per ton
Superior Court - OCH - Site # 3401	\$176.00	1	month	
Emergency Management - Site # 3801	\$39.00	1	month	
Adult Probation - Site # 3817	\$234.00	1	month	
Public Health Clinic - Site # 3846	\$293.00	1	month	
N. E. Justice Court - Site # 3853	\$586.00	1	month	
Agricultural Extension Co-op - Site # 3913	\$59.00	1	month	
Adult Probation - Southport - Site # 3933	\$39.00	1	month	
Homeless Outreach Clinic - Site # 4051	\$117.00	1	month	
Chambers Building - Site # 4052	\$117.00	1	month	
Downtown Justice Center - Site # 4053	\$90.00	1	month	\$90.00 per Haul \$34.00 per ton
Flood Control - NW Yard - Site # 4136	\$59.00	1	month	
Security Building - Site # 4157	\$585.00	1	month	
Adult Probation - Site # 4166	\$176.00	1	month	
Environmental Services Scottsdale - Site # 4602	\$59.00	1	month	
Scottsdale Adult Probation - Site # 4608	\$59.00	1	month	
MCDOT New River Maintenance Facility - Site # 4808	\$59.00	1	month	
Animal Control Center - Site # 5105	\$156.00	1	month	
Usery Mountain Regional Park - Site # 5502	\$429.00	1	month	Nov-May 11-3yd-1x \$429/month Jun-Oct 5-3yd-1x \$195/month **Service Change** Nov-Apr (11-3YD 1XTH) May-Oct (5-3YD 1XTH)
White Tank Mountain Regional Park - Site # 5701	\$468.00	1	month	Nov-Apr 4-6yd-2x \$468/month May-Oct 3-6yd-1x \$177/month
White Tanks Library - Site # 5719	\$59.00	1	month	
Office of Procurement Services/MCSO Warehouse - Site # 6202	\$293.00	1	month	
Elections Department - Site # 6205	\$78.00	1	month	

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San Tan Regional Park - Site # 6701	\$65.00	1	month	**Service Change** Nov-Apr (1-3YD 2XMF) May Oct (1-3YD 1XM)
McDowell Mountain Regional Park - Site # 7027	\$472.00	1	month	Nov-Apr 8-6yx-1x \$472/ week month May-Oct 4-6yd-1 2x/month \$156/month
Dry run or relocations charge	\$75.00	1	per visit	
Lock Bars	\$10.00	1	each	If needed, cost per can per month
Temporary service, front-load rates	\$100.00	1	project	

Maricopa County Site Locations: Compactor Container Hauling	Unit Price	QTY	UOFM	Bidder Notes
Chandler Consolidated J.C. - Site # 1216	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Estrella Jail - Site # 1403	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Durango Jail - Site # 1601	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Towers Jail - Site # 1612	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Juvenile Detection - Site # 1713	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO General Investigation - Site # 1901	\$371.00	1	each	1-6yd-5x \$293/month 1-4yd-2x \$78/month Total \$371/month
Property & Evidence - Site # 1952	\$59.00	1	each	
Lower Buckeye Jail - Site # 1961	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Food Factory - Site # 1962	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Inmate Canteen - Site # 1962	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Laundry - Site # 1963	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Central Plant - Site # 1964	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
SE Public Facility - Site # 2855	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
MCSO - Madison Street Jail - Site # 3309	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
Madison Street Jail (ECB) - Site # 3309	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
County Administration Bldg. - Site # 3310	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
- 4th Avenue Jail - Site # 3316	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
Downtown Court Tower - Site # 3325	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
- One West Madison - Site # 4039	\$90.00	1	each	\$90.00 per Haul \$34.00 per ton
Downtown Justice Courts - Site # 4053	\$90.00	1	each	

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Sunday Haul Rate	\$150.00	1	each	\$150.00 per haul \$34.00 per ton
Dump Fee (landfill charge)	\$34.00	1	each	
Steam Clean Compactor Container	\$125.00	1	each	

Open Top Roll-Off (20/40 YD)				
Title	Unit Price	Qty	UofM	Bidder Notes
Delivery and pickup charge for new account	\$100.00	1	project	
Pull charges: Monday - Friday	\$145.00	1	each	
Pull charges: Weekend - Holiday	\$150.00	1	each	
Rental fee:	\$300.00	1	month	\$300.00 rental fee ONLY applies if open top sits longer than 30 days at site with no activity
Dump fees	\$36.00	1	ton	

PRICING SHEET: NIGP CODE 91027

Terms: NET 30

Vendor Number: 2011001497 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016 2017.**

TRASH REMOVAL SERVICES

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for provision of and scheduled trash removal services by emptying of front-load, open-top, roll-off and trash compactor unit containers, including hauling and dumping of same on a scheduled basis.

Note: Other County departments may use this contract for trash removal service. Facilities Management is not responsible for contract administration for services requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.24 and 2.25, 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 SCOPE OF SERVICES:

2.1 Contractor shall provide the County with front-load units as listed in Attachment A, PRICING. All containers shall have appropriate lids, and shall be flat bottomed. In addition, all containers shall be neat, clean, painted, and shall be presentable in appearance. Lids may be metal or plastic.

2.2 Some units will require locking devices. Pricing for locking devices for front load units will be line item priced. The Contractor shall be notified in the post award conference, which units are to have locking devices. The padlock(s) will be the responsibility of the County.

2.3 Some units must have caster-type wheels. These units are identified in Attachment A, PRICING.

2.4 There may be times when County agencies will require front load units or open top roll-off units on a "temporary" basis. Temporary means short-term. It shall be the Contractor's responsibility to provide either front-load units or open-top roll-off units for such requests. Delivery and final pick-up charges will be billed to the County agency for such temporary service.

2.5 The Contractor will not be required to pick-up any refuse or garbage not placed in the containers (bagged or not). However, any refuse dropped during unloading onto the Contractor's truck must be picked up by the driver.

2.6 Prices are based on a per container basis for each pull so that additional units may be added or deleted, and frequency of pulls may be changed during the Contract period as necessary. A matrix pricing chart is provided in Attachment A, PRICING, to be filled-in by the Contractor.

2.7 Contractor shall provide all necessary labor and repair parts, and/or exchange units, to assure that all equipment remains in good operating condition at all times. Contractor shall also provide an alternative method of trash removal in the event Contractor's designated equipment is inoperable for more than six (6) hours.

2.8 The Contractor shall make necessary repairs to the units, or while executing pick-up and/or delivery, in such a manner that does not damage County property. In the event damage occurs to County property, or any adjacent property by reason of any repairs or pick-ups and/or delivery performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such repair(s) shall be deducted from the monies due the Contractor.

2.9 SCHEDULED SERVICE:

2.9.1 If the Contractor closes business due to a holiday, and the County's scheduled service day falls on the holiday, the Contractor shall service the site one (1) day prior or one (1)

day after the holiday. The County shall have final decision on any conflicts that arise concerning this matter.

- 2.9.2 The Contractor shall adhere to the schedule and shall complete all scheduled pick-ups unless circumstances occur which are beyond the control of the Contractor. Scheduled pick-ups, which are missed, shall be rescheduled the following business day as a priority. Any scheduled pick-ups not completed shall cause the invoice to be short-paid on a pro-rated amount of the monthly rate. Additionally, when a missed pick-up causes the trash bin to overflow, the driver shall be required to pick up any trash that has been stockpiled around the trash bin. Failure to do this will require the driver to return and pick-up any loose or bagged trash at no additional cost to the County. This shall be the only exception requiring a driver to pickup up extra trash that is stockpiled around the bin.
 - 2.9.3 Contractor Schedules Versus County Schedules. In Attachment A, PRICING, the days of the week are posted for scheduled pickups. If the Contractor believes a more efficient scheduling can be arranged to better serve his customer base (based on other customers he may have in the geographical area), he must do so in writing to the Contract Administrator of this Contract. If approved, the scheduling will be changed, via a written amendment.
 - 2.9.4 Charges for areas over the 25 mile limit. An imaginary circular boundary with Facilities Management, 401 West Jefferson Street Phoenix, Arizona, as the center point, and within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area for this Contract. Sites outside this boundary shall use the matrix below to compute charges.
 - 2.9.5 Contractors shall not change the service schedule without prior approval of the County.
 - 2.9.6 The County operates on a twenty-four/seven schedule. The Contractor is expected to provide services based on this requirement. Normal County business hours are 6:00 AM – 6:00 PM. After-hours are from 6:00 PM – 6:00 AM. All other times are considered weekend and holiday hours. Some County agencies may require the Contractor to schedule pick-up times before or after hours.
 - 2.9.7 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants.
- 2.10 SCHEDULED SERVICE FOR OPEN-TOP ROLL-OFF CONTAINERS:
- 2.10.1 A delivery charge will be established for all new accounts added to this Contract. If and when the account is cancelled, there shall be a pickup charge.
 - 2.10.2 Each open top roll-off shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the unit is pulled onto the Contractor's truck for dumping purposes. There will be an additional charge when a unit is picked-up due to cancellation of services.
 - 2.10.3 Minimum weight: three (3) tons, if more, additional charges per ton based on prevailing landfill rates.
 - 2.10.4 Unit must be pulled a minimum of one (1) time per month while in possession of the County department. If Contractor is not called-out to pull at least one (1) time per month, the monthly rental fee rate will be charged in place of the pull rate. This must be delineated on the Contractor's invoice as a NO-PULL RATE.
 - 2.10.5 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these shall be billed at the prevailing landfill rates. These rates may be escalated yearly if adequate documentation is provided.

2.10.6 Overweight Fines. These fines shall be paid by Contractor and as pass-through to the County without mark-up. Additionally, the Contractor must notify the Contract Administrator of FMD if overweight roll-offs are occurring

2.11 CLEANING AND MAINTENANCE OF FRONT-LOAD AND OPEN-TOP ROLL-OFF UNITS:

2.11.1 It shall be the Contractor's responsibility to keep the front-load units and open-top roll-offs in a neat, clean, and painted, and shall be presentable in appearance. Lids on front-load units must remain undamaged and functional.

2.11.2 If necessary, the units are to be cleaned inside and outside by Contractor as deemed necessary. If a unit is found to be dirty and the Contractor has not initiated and scheduled the unit to be cleaned, the cleaning must be performed if so directed by the County. Failure of Contractor to comply with a request to clean any unit, will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.

2.12 COMPACTOR CONTAINER HAULING/DUMPING:

Each compactor container shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the container is pulled onto the hauler's truck for dumping purposes.

2.13 OVERWEIGHT FINES:

2.13.1 These fines shall be paid by the Contractor as a pass-through to the County without mark-up. Additionally, the hauler must notify the Contract Administrator of FMD if overweight compactors are occurring.

2.13.2 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these to be billed at the prevailing landfill rates. These fees can be escalated yearly if documentation provided.

2.14 CLEANING OF COMPACTOR CONTAINERS:

2.14.1 The hauling contractor shall be responsible to schedule and coordinate the cleaning process of the compactor containers as he has the resources to transport the container to the cleaning facility. Compactor containers shall be steam cleaned inside and outside every six months, or if deemed sooner by the County. Compensation for such cleaning is line item priced on the Pricing Page. The cleaning cost shall include all transportation (to and from the cleaning site), labor, cleaning supplies, cleaning equipment, and all effort necessary to perform such service. This service to be billed separately from the monthly hauling invoice. Failure of Contractor to comply with a request to clean any container will result in the County having the container cleaned by another source and the cost of such deducted from any monies due the Contractor.

2.14.2 Behind compaction blade cleaning.

2.14.2.1 This area shall be a separate line item price, per compactor as it requires special disassembly of the face panels and actual mucking of the internal area. Contractor shall perform this service at least two (2) times per year. Scheduling shall be the responsibility of the compactor *owner*.

2.14.2.2 (NOTE: Scheduling of the compactor cleaning shall be the responsibility of the compactor *owner*, working in concert with the compactor *hauler*.)

2.15 SPECIAL UNITS:

2.15.1 Special Compactor at 1 West Jackson, east side unit:

2.15.1.1 Bidders are encouraged to visit this site and inspect the current compactor located at 1 West Jackson. This compactor is designed to grab and tip the County's 3-yard mobile dollies. The dolly bins are owned by Maricopa County.

2.15.2 Special Compactor at 1 West Jackson, west side unit:

2.15.2.1 The west side compactor at the dock is a standard 35-yard unit. This compactor container is filled via a tipper unit mounted to the dock. The County owns the tipper unit. Repairs to the tipper will be the responsibility of the compactor rental company. A line item hourly rate is established in Attachment A, PRICING. Should this unit require replacement, all contractors under this Contract shall have an opportunity to quote the replacement product.

2.15.3 County Administration Building:

2.15.3.1 As this site requires a low profile unit due to height restrictions when loading and unloading from truck, it is recommended each bidder inspect the site and unit.

2.15.4 MCSO Food Factory:

2.16 CHANGE IN SERVICES BY AUTHORIZED COUNTY PERSONNEL:

2.16.1 Due to the enormity of the County, and the budgeted dollars established for trash services, only the following County departments/staff are authorized to place phone requests to change services (i.e. increasing can size; add more cans; change location; change in days of week pickup; etc.). The following County departments fund their own trash services, and therefore it is imperative that all changes be coordinated through them. If the Contractor arbitrarily adds/deletes services without the knowledge of the below listed personnel, there may not be enough budgeted dollars to pay for the additional cost at the end of the fiscal year. Each Contractor runs the risk of *non-payment for services* if he changes any container size or pickup days without having authorization from the County personnel listed below. Hence, it is imperative that all changes be channeled through these staff members ONLY. Failure of Contractor to follow these requirements may cause Contractor to incur cost of said changes if unauthorized

2.16.2 For Facilities Management accounts only:

Tom Wilson 602-506-4894
Pete Gamboa 602-506-4174
Kevin Blair 602-506-7762
Benny Estrada 602-506-7713

2.16.3 For MCDOT accounts only:

Cynthia Robinson 602-506-8796

2.16.4 For Parks & Recreation accounts only:

Patty Sanford 602-506-4741

2.16.5 For Human Services accounts only:

Cal Davidson 602-506-2513

2.16.6 For MCSO accounts only:

Amie Bristol 602-876-3408

- 2.16.7 Each authorized person above may make phone request for service changes within their respective accounts only.
- 2.16.8 (Note to authorized County personnel: After making any changes, the authorized person MUST notify either the Office of Procurement Services procurement officer or the Contract Administrator of FMD, so formal contract changes can be completed.)

2.17 **CONTRACTOR QUALIFICATIONS AND REQUIRED SUBMITTALS:**

- 2.17.1 The County requires a minimum of three (3) consecutive years experience in the front-load/open-top and compactor hauling business in order to be qualified for this Contract. Contractor, **as well as any subcontractor**, shall, on letterhead, provide a statement of qualification including: (1) how many years its firm has been in the front-load/open-top and compactor hauling business; (2) the number of those years in business, in what city(ies)/state(s), and major accounts serviced; (3) an inventory list of hauling trucks, quantity/sizes of front-load inventory, and quantity/sizes of open-tops and; (4) a statement that the Contractor either has factory-trained repair service technicians on staff and maintains a parts inventory of repair parts and equipment sufficient to perform routine front-load and open-top repairs, or that Contractor has, in-place, maintenance agreement(s) with third-party service companies using factory-trained service technicians and maintains a parts inventory of repair parts and equipment sufficient to perform routine front-load and open-top repairs.
- 2.17.2 As part of the County's due diligence, these requirements will be verified by FMD via a formal inspection after bid submittals and prior to award of a contract.

2.18 **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.

2.19 **ACCEPTANCE:**

Inspection and acceptance of Contractor services will be performed by Contract Compliance Inspectors.

2.20 **INVOICES AND PAYMENTS:**

- 2.20.1 The Contractor shall submit one (1) legible copy 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

2.20.2 Contractor(s) of record must create new individual accounts for the following departments:

2.20.3 Facilities Management Sites:
Facilities Management Department
401 W. Jefferson St.
Phoenix, AZ, 85003

2.20.4 Parks and Recreation Department Sites:
Maricopa County Parks & Recreation Department
234 N Central, Suite 6400 6th Floor
Phoenix, AZ 85004

2.20.5 Maricopa County Department of Transportation Sites:
Maricopa County Department of Transportation
2222 N. 27th Ave.
Phoenix, AZ 85009

2.20.6 Human Services Department Sites:
234 N. Central Ave. #301
Phoenix, AZ 85004

2.20.7 Maricopa County Sheriff's Office Sites:
Accounts Payable
234 North Central Ave.
Phoenix, AZ 85004

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

2.20.9 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.20.10 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.

2.21 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.

2.22 DELIVERY:

It shall be the Contractor's responsibility to meet its contracted trash removal service requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to meet its contracted trash removal service requirements and any price differential will be charged against the Contractor.

2.23 FUEL COST PRICE ADJUSTMENT:

- 2.23.1 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.
- 2.23.2 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.
- 2.23.3 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.
- 2.23.4 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).
- 2.23.5 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.
- 2.23.6 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/>
- 2.23.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 2.23.7.1 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.
 - 2.23.7.2 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.
 - 2.23.7.3 The surcharge shall be added as a separate line item to the invoice.

2.24 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.

2.25 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 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.**

3.5.12.1.1 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.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

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:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

3.11.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**

3.11.2 **Make progress, so as to endanger performance of this contract; or**

3.11.3 **Perform any of the other provisions of this contract.**

3.11.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

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:

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

3.18.1 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.

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 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

3.23.1 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:

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

3.23.1.2 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;

3.23.1.3 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

3.23.1.4 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.

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

3.23.3 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:

3.24.1 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:

3.24.1.1 Render a decision;

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

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

3.24.2 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.

3.24.3 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 3.25.1 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 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.~~

~~3.26.2 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.