

SERIAL 13049 C UNIFORMS - PURCHASE

DATE OF LAST REVISION: September 08, 2016

CONTRACT END DATE: July 31, 2017

CONTRACT PERIOD THROUGH JULY 31, ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **UNIFORMS - PURCHASE**

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 **July 25, 2013 (Eff. 08/01/13)**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/at
Attach

Copy to: Office of Procurement Services
Don Jeffery, Facilities Management

(Please remove Serial 07052-C from your contract notebooks)

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

COMPANY NAME: 030530 Uniforms LLC
 DOING BUSINESS AS (DBA) NAME: Ace Uniforms of Phoenix
 MAILING ADDRESS: 1506 E. McDowell Road Phoenix, Arizona 85006
 REMIT TO ADDRESS: same
 TELEPHONE NUMBER: 602-258-7029
 FACSIMILE NUMBER: 602-257-0467
 WEB SITE: www.aceuniforms.com
 REPRESENTATIVE NAME: Don Larson
 REPRESENTATIVE TELEPHONE NUMBER: 602-258-7029
 REPRESENTATIVE E-MAIL: don@acephx.com

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

NET 30 DAYS

CATALOG DISCOUNT PRICING			
Manufacturer/Vendor Name	Catalog Date at Time of Issuance (DO NOT LIST "CURRENT")	Discount % Offered from Catalog	% Mark-Up from Catalog (USE ONLY IF LISTED CATALOG PRICE IS COST TO VENDOR)
San Mar	2013	20% 10% (Eff. 08/01/16)	
Edwards	2013	20% 10% (Eff. 08/01/16)	
5.11	Summer 2013	15% 10% (Eff. 08/01/16)	

CUSTOMIZED SERVICE		PRICE OFFERED (INCLUDE UNIT)
Embroidery		\$6.00 Seal and Title
Silk Screen Print Stencil	N/A	\$5.00
Silk Screen Print (one color)		
Silk Screen Print (two colors)		\$6.25
Silk Screen Print (three colors)		\$9.50
Iron-On Patches	N/A	

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

****EFFECTIVE 09/08/16****

Embroidery: County Seal Full Color County Seal and Title (1 Line under Seal) County Seal and Title (1 line) & Name Facilities Management O&M Division (2 lines)		<p style="text-align: right;">\$7 each</p> <p style="text-align: right;">\$8.50 each</p> <p style="text-align: right;">\$12.99 each</p> <p style="text-align: right;">\$7.00 each</p>
Screening: County Seal one (1) color MCSO Star, Distribution (ached above star)		<p style="text-align: right;">\$5.00 each</p> <p style="text-align: right;">\$10.00 each</p>

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

<i>Item</i>	<i>Item #</i>	<i>Manufacturer/ Vendor</i>	<i>Price Offered (Inclusive Of all fees)</i>	<i>Offered Item #</i>	<i>Offered Item</i>	<i>Offered Manufacturer/Vendor</i>
Belt	6050-020	Ace	\$10.99	6050-10		
Cap, Ball - Otto	83-470-00	Ace	\$3.99	83-470-00		
Cap, Ball Flex-Fit	#6477 LP	Ace	\$12.99	6477		
Cap, Black Flex-Fit with embroidery, S/M and L/XL	6477	Ace	\$16.99	6477		
Jacket, Fecheimer Soft Shell, Black w/Embroidery	54100	Ace	\$89.99	54101		
Pant, Polyester/Rayon/Lycra, with Black Braid on Sides, in Heather Grey	39404	Ace	\$72.00	39404	size 30-42	size 44-50 \$79.20
Pant, Tactical Squad 100% Polyester, Black sizes 28-44	7002BE	Ace	\$24.99	7002BE		
Pant, Tactical Squad 100% Polyester, Black sizes 46-50	7002BE	Ace	\$29.99	7002BE		
Pant, TDU, Black	74003	Ace	xs-2xl \$39.99	74003		size 3xl-4xl \$48.99
Pants , Painter's	1953	Ace	\$24.99	1953		
Pants, 100% Poly	700Z HE	Ace	\$24.99	7002HE	size 30-42	size 44-50 \$29.99
Pants, Propper Ripstop BDU	52013820	Ace	\$27.25	F520138200		
Pants, Wrangler	13 MWZKL	Ace	\$34.99	13MWZKL		
Patch, Marshall's Shoulder			\$1.99			
Pin, Premier American Flag	P42075	Ace	\$3.99	P42075		
Polo, Pique with Pocket	K 420 P	Ace	\$19.18	K420P		
Shirt, 100% Cotton, White	SC 30 WH	Ace	\$24.45	SC30WH		
Shirt, Long Sleeve Khaki, 100% Cotten	SC 30 KH	Ace	\$19.99	SC30KH		
Shirt, LS Button	S 608 PA	Ace	\$17.58	S608PA		
Shirt, LS Button, Poly/Cotton, Light Tan	SP 14 LT	Ace	\$11.23	SP14LT	size s-xl	2xl-3xl \$12.35
Shirt, Security Long-Sleeve, Horace Sentinel	SP56MB	Ace	\$24.99	SP56MB		
Shirt, Short Sleeve Button, Poly/Cotton, Light Tan	SP 24 LT	Ace	\$9.99	SP24LT	size s-xl	2xl-3xl \$11.99
Shirt, Tactical Long Sleeve 5.11 in Black	72175	Ace	\$44.99	72175		
Shirt, Tactical LS Squad, sizes 30-42	7002BE	Ace	\$24.99	7002BE		
Shirt, Tactical LS Squad, sizes 44-50	7002BE	Ace	\$29.99	7002BE		

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Shirt, Tactical LS, Deluxe Fecheimer in Heather Grey	45W6981	Ace	\$59.99	45W6981	size 14-17.5	size 18-19.5 \$69.99
Shroud, Badge			0.2			
Tags, Name	S-9	Ace	\$8.99	S-9		
Tee Shirt, with Pocket	PC 61 P	Ace	\$7.90	PC61P		
Tie, Black Clip-on, 18 - 20"	45015	Ace	\$6.99	45015		

****** ADDITIONAL PRICING ADDED EFFECTIVE 7/30/2013******

FLYING CROSS-SILVER TAN
Tropic Weaves, Permanent Press, Two Front Pockets with Button,
65% Dacron Polyester / 35% Cotton

Size	Long Sleeve #19W6604	Short Sleeve #69R6604
Small (14 - 14 1/2)	\$47.99	\$41.99
Medium (15 - 15 1/2)	\$47.99	\$41.99
Large (16 - 16 1/2)	\$47.99	\$41.99
XL (17 - 17 1/2)	\$47.99	\$41.99
2XL (18 - 18 1/2)	\$57.99	\$49.99
3XL (19 - 19 1/2)	\$57.99	\$49.99
4XL (20 - 20 1/2)	\$63.99	\$54.99

*******ADDITIONAL PRICING ADDED EFFECTIVE 10/02/2013*******

<u>Item / Clothing Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Price</u>
Sam Brown Leather Duty Belt	Gould and Goodrich	B59FL4R	\$61.76
Sam Brown Shoulder Strap Silver Hardware	Gould and Goodrich	B99	\$49.87
D-Rings / Sliding D	Gould and Goodrich	B99D	\$13.57
Wonder Button	Premier	P10014	\$4.99
Leather Keepers Silver Snaps	Gould and Goodrich	B76	\$3.09
Leather Keepers Silver Snaps	Triple K	#233	\$3.75
Leather Baton Holder	Gould and Goodrich	B560-26	\$24.54

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

Leather Baton Holder	Triple K	#436	\$20.99
Leather OC Holder with Silver Snap	Gould and Goodrich	B681-4	\$26.96
Leather OC Holder with Silver Snap	Triple K	#215	\$25.99
Leather Hand Cuff Case With Silver Button	Gould and Goodrich	B580	\$28.84
Leather Hand Cuff Case With Silver Button	Triple K	#29	\$28.99
Black Strong Recessed Badge Clip Round	Strong Leather	811HO-669	\$17.99
Sergeant Patch / SGT Chevrons	Premier	243SGT	\$4.99 per Pair
Trainer Patch / Custom Training Patch	Hero's Pride	X170914A	\$5.99 per Pair with a 50 Pair Minimum

Additional Pricing effective 11/21/2013

<u>Item / Clothing Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Sizes</u>	<u>Price</u>
Hat: Ball Cap with Patch - Brown	Flex Fit	# 6477	S / M / L / XL	\$12.99
Jacket: Slash Front Pocket, Pencil Pocket on Left Sleeve, Heavy Duty Brass Zipper Front Closer, Adjustable Button at Wristband – 65% Poly / 35% Cotton - Brown	RedKap	JT22BN	Regular Length – Small - 6XL Long Sizes – Small – Long - 6XL Long	\$29.99 <u>\$31.99 (Eff. 09/08/16)</u> / Small, Medium, 5XL, 6XL are Special Order – Allow 6 – 8 Weeks
Jacket: Lined Eisenhower – Dark Navy	Dickies	TJ15DN	Same as Above	\$38.99
Jacket: Painter's Jacket - White	Dickies	JC58	M - 2XL	\$44.99
Shirts: Heavyweight 6.1 Ounce – 100% Cotton T-Shirt with Pocket Short Sleeve - Sand		PC61P	Small – 4XL <u>(Eff. 09/08/16)</u> S – XL 2XL 3XL 4XL	\$7.99 <u>(Eff. 09/08/16)</u> <u>\$5.99</u> <u>\$8.19</u> <u>\$8.39</u> <u>\$8.60</u>
Shirts: Heavyweight 6.1 Ounce – 100% Cotton T-Shirt with Pocket Short Sleeve – Sand ONLY (Added on 09/08/2016)		<u>PC61PT (TALL)</u>	<u>(Eff. 09/08/16)</u> L-XL 2XL 3XL 4XL	<u>(Eff. 09/08/16)</u> <u>\$6.99</u> <u>\$9.49</u> <u>\$9.79</u> <u>\$10.15</u>

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Shirts: Heavyweight 6.1 Ounce – 100% Cotton T-Shirt with Pocket Long Sleeve - Sand		PC61LSP	Small – 4XL <i>(Eff. 09/08/16)</i> <u>S-XL</u> <u>2XL</u> <u>3XL</u> <u>4XL</u>	\$10.99 <i>(Eff. 09/08/16)</i> <u>\$7.20</u> <u>\$9.29</u> <u>\$9.59</u> <u>\$9.67</u>
Shirts: Heavyweight 6.1 Ounce – 100% Cotton T-Shirt with Pocket Long Sleeve – Sand ONLY- TALL (Added on 09/08/2016)		PC61LSPT (TALL)	<i>Eff. 09/08/16</i> <u>L-XL</u> <u>2XL</u> <u>3XL</u> <u>4XL</u>	<i>Eff. 09/08/16</i> <u>\$7.99</u> <u>\$10.99</u> <u>\$11.69</u> <u>\$12.99</u>
Shirts: Poly / Cotton Long Sleeve Button – Tan		SP14LT	Small – 3XL	\$11.23
Shirts: Poly / Cotton Short Sleeve Button – Tan		SP24LT	Small – 3XL	\$9.99
Shirts: Polo Shirt with Pocket – 50% Poly / 50% Cotton – Khaki	RedKap	SK82KH	Small – 5XL	\$16.99
Shirts: Polo Shirt with Pocket – 100% Cotton - Stone	Port Authority	K420P	XS – 6XL	\$19.18
Shirts: Men’s 100% Cotton – Pre-Cure durable Short Sleeve - Khaki		SC40KH	Small – 3XL	\$17.89
Shirts: Men’s 100% Cotton – Pre-Cure durable Long Sleeve - Khaki		SC30KH	Small – 3XL	\$19.99
Shirts: Painters Shirt 100% Cotton Short Sleeve - White		SC40WH	Small – 3XL	\$22.95 <i>(Eff. 09/08/16)</i> <u>\$22.99</u>
Shirts: Painters Shirt 100% Cotton Long Sleeve - White		SC30WH	Small – 3XL	\$24.45 <i>(Eff. 09/08/16)</i> <u>\$24.99</u>
Shirts: Long Sleeve Oxford - 60% Cotton / 40% Poly – Blue 001	Edwards	# 1077	Small – 4ZL	\$17.52
Shirts: Polo Shirt with Pocket – 50% Cotton / 50% Poly – Navy	RedKap	SK82NV	X-Small – XL 5XL <u>2X-5X</u>	\$16.99 <i>(Eff. 09/08/16)</i> <u>\$19.99</u>
Shirts: Easy Care – 55% Cotton / 45% Poly Long Sleeve – Navy, Burgundy	Port Authority	Men’s = S608 Women’s = L608	XS – 6XL also Tall <i>(Eff. 09/08/16)</i> <u>XS-XL also Tall</u> <u>2X-5X</u>	\$17.58 <i>(Eff. 09/08/16)</i> <u>\$17.99</u> <u>\$19.99</u>

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

Shirts: Easy Care – 55% Cotton / 45% Poly Long Sleeve – Navy, Burgundy	Port Authority	Men’s = S508 Women’s = L508	XS—6XL also Tall <u>(Eff. 09/08/16)</u> <u>XS-XL also Tall</u> <u>2X-5X</u>	\$17.58 <u>(Eff. 09/08/16)</u> <u>\$17.99</u> <u>\$19.99</u>
Belt: 1-1/2” Leather - Black	Hickory Creek	# 1005-01		\$12.99
Pants: 100 % Cotton Denim Work Pant - Brown	Wrangler	13MWZKL	Waist / Inseam	\$34.99
Pants: Poly / Cotton Work Pant – Brown	Dickies	LP812DW	Waist / Inseam	\$19.99
<u>Pants: Poly / Cotton Work Pant – Brown</u>	<u>Dickies</u>	<u>LP812DW</u>	<u>(Eff. 09/08/16)</u> <u>30-42</u> <u>44-50</u>	<u>(Eff. 09/08/16)</u> <u>\$19.99</u> <u>\$20.99</u>
Pants: Painters Pants - White	Dickies	# 1953	Waist / Inseam	\$24.99
Pants: Ripstop Poly / Cotton – Brown	Propper BDU’s	F520138200	Waist / Inseam	\$27.25
Pants: Poly / Cotton Work Pant – Khaki	Dickies	LP812KH	Waist / Inseam	\$19.99
<u>Pants: Poly / Cotton Work Pant - Khaki</u>	<u>Dickies</u>	<u>LP812KH</u>	<u>(Eff. 09/08/16)</u> <u>30-42</u> <u>44-60</u>	<u>(Eff. 09/08/16)</u> <u>\$19.99</u> <u>\$20.99</u>
Pants: Ripstop Poly / Cotton – Khaki	Propper BDU’s	F520138250	Waist / Inseam	\$27.25
<u>Pants: Ripstop Poly / Cotton - Khaki</u>	<u>Propper BDU’s</u>	<u>F520138250</u>	<u>(Eff. 09/08/16)</u> <u>Waist / Inseam</u> <u>XS-4X</u>	<u>(Eff. 09/08/16)</u> <u>\$27.25</u>
Pants: 100% Cotton Denim Work Pant - Tan	Wrangler	13MWZTN	Waist / Inseam <u>28-42</u>	\$34.99
<u>Pants: 100% Cotton Denim Work Pant- Tan</u>	<u>Wrangler</u>	<u>13MWZTN</u>	<u>(Eff. 09/08/16)</u> <u>44-48</u>	<u>(Eff. 09/08/16)</u> <u>\$41.99</u>
Pants: 100% Poly Pant – Heather Grey		# 7002 HE	Waist / Inseam	\$24.99

Add New Items as of 04/24/14

Shirts
TLS600T Port Authority Tall Long Sleeve Button 100% Cotton <u>Khaki</u> Sizes: S-XL \$24.99, 2XL-3XL \$27.49, 4XL \$30.49
S500T Port Authority Short Sleeve Button 100% Cotton Twill <u>Khaki</u> Sizes: S-XL \$21.99, 2XL-3XL \$23.99, 4XL \$26.99
S600T Port Authority Long Sleeve Button 100% Cotton Twill <u>Khaki</u> Sizes: S-XL \$21.99, 2XL-3XL \$23.99, 4XL \$26.99

ACE UNIFORMS OF PHOENIX, 1506 E. MCDOWELL ROAD, PHOENIX, AZ 85006

Pants
\$39.99 3W060DB Wrangler Brown 100% Cotton Cargo Pocket pant - waist 30-42 \$39.99, 44-54 \$42.99 (Eff. 09/08/16) \$47.99.
\$34.99 13MWZTN Wrangler Tan 100% Cotton Denim work pant

Add New Item as of 05/21/14

VTX1000 Series men’s cargo pocket pants Cotton Spandex Desert Tan \$44.95
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Add New Item as 01/19/16 (Eff. 01/01/16)

64386-Stryke Pant Women Size 0-20, Regular and Long Lengths - \$63.74
74369-Stryke Pant Men Size 28-44, Lengths 30, 32, 34, 36 - \$63.74
74369-Stryke Pant Men Size 46-54, Unhemmed - \$68.84

Added New Items as of (Eff. 09/08/2016)

VXT8000KH- VERTEX Khaki, 28-54 \$44.95
PLJ8BD – Pants (Brown Duck, 11.5 oz. 88% cotton 12% nylon Flame Resistant) 30-42 \$64.79, 44-48 \$77.68, 50-54 \$87.47
SLU8KH L/S- Uniform Shirt, Khaki (6 oz. 88% cotton 12% nylon, Flame Resistant) S-XL \$57.99, 2XL-3XL \$69.99, Long L-2XL \$75.99
SLU3KH L/S- Uniform Shirts (Women’s) Khaki, S-XL \$58.99, 2XL \$69.99
SC40 RED KAP S/S – (100% Cotton) Tan, Khaki, Lt. Blue S-XL \$17.99, 2XL-4XL \$19.99
SC40 RED KAP S/S – (Long body shorts & Sleeves, 100% Cotton) Tan, Khaki, Lt. Blue S-XL \$19.99, 2XL-4XL \$22.99
SC30 RED KAP S/S - Tan, Khaki, Lt. Blue S-XL \$19.99, 2XL-4XL \$23.99, 5XL \$24.99
SC30 RED KAP S/S – (Long Body Shirts & Sleeves) Tan, Khaki, Lt. Blue S-XL \$23.99, 2XL-4XL \$27.99, 5XL \$27.99

PRICING SHEET: NIGP CODE 08015, 20034, 20086, 20088, 20130, 20137

Vendor Number: 2011000619 0

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2016 2017.**

ARIZONA TAC GEAR LLC, 6015 S EL MIRAGE ROAD, TOLLESON, AZ 85353

COMPANY NAME: Arizona Tac Gear LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 6015 S El Mirage Rd Tolleson, AZ 85353
 REMIT TO ADDRESS: 6015 S El Mirage Rd Tolleson, AZ 85353
 TELEPHONE NUMBER: 6235180862
 FACSIMILE NUMBER: _____
 WEB SITE: arizonatacgear.com
 REPRESENTATIVE NAME: Phillip Kittelson
 REPRESENTATIVE TELEPHONE NUMBER: 6235180862
 REPRESENTATIVE E MAIL: phillip.kittelson@arizonatacgear.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

CATALOG DISCOUNT PRICING			
Manufacturer/Vendor Name	Catalog Date at Time of Issuance (DO NOT LIST "CURRENT")	Discount % Offered from Catalog	% Mark Up from Catalog (USE ONLY IF LISTED CATALOG PRICE IS COST TO VENDOR)
5.11 Tactical	Spring 2013	15%	-
Tru-Spec by Atlenco	2013	15%	-

PRICING SHEET: NIGP CODE 20085

PRICING SHEET: NIGP CODE 08015, 20034, 20086, 20088, 20130, 20137

Vendor Number: _____ 2011003343-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending July 31, 2016.

***EXPIRED 07/31/16**

GALLS, 1340 RUSSELL CAVE ROAD, LEXINGTON, KY 40505

COMPANY NAME: GALLS

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 1340 RUSSELL CAVE RD LEXINGTON, KY, 40514

REMIT TO ADDRESS: GALLS 24296 NETWORK PLACE
CHICAGO, ILL, 60673-1224

TELEPHONE NUMBER: 800-876-4242

FACSIMILE NUMBER: 877-914-2557

WEB SITE: WWW.GALLS.COM

REPRESENTATIVE NAME: TIM HICKEY

REPRESENTATIVE TELEPHONE NUMBER: / 800-876-4242 EXT. 2313

REPRESENTATIVE E-MAIL: HICKEY-TIM@GALLS.COM

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

NET 30 DAYS

CATALOG DISCOUNT PRICING			
Manufacturer/Vendor Name	Catalog Date at Time of Issuance (DO NOT LIST "CURRENT")	Discount % Offered from Catalog	% Mark-Up from Catalog (USE ONLY IF LISTED CATALOG PRICE IS COST TO VENDOR)
GALLS	SUMMER 2013 OR GALLS.COM	20%	
INTOXIMETER ITEMS		15%	

CUSTOMIZED SERVICE	PRICE OFFERED (INCLUDE UNIT)
Embroidery	\$5.00 EACH LEFT AND RIGHT CHEST
Silk Screen Print Stencil	
Silk Screen Print (one color)	
Silk Screen Print (two colors)	
Silk Screen Print (three colors)	
Iron-On Patches	FRONT OR BACK HEAT PRESS 20% OFF LIST

PRICING SHEET: NIGP CODE 08015, 20034, 20086, 20088, 20130, 20137

Vendor Number: 2011003441 0

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2016 2017**.

INTERNATIONAL CORPORATE APPAREL, 2909 N. EL BURRITO AVE., TUCSON, AZ 85705
 2015 W. Rurhauff Road, Suite 105 Tucson, AZ 85705 2015 W RURHAUFF RD SUITE 105, TUCSON, AZ 85705

COMPANY NAME: International Corporate Apparel

DOING BUSINESS AS (DBA) NAME: ICA

MAILING ADDRESS: 2909 N. EL BURRITO AVE., TUCSON, AZ 85705
2015 W. Rurhauff Road, Suite 105 Tucson, AZ 85705

REMIT TO ADDRESS: 2909 N. EL BURRITO AVE., TUCSON, AZ 85705
2015 W. Rurhauff Road, Suite 105 Tucson, AZ 85705

TELEPHONE NUMBER: 520-293-6790

FACSIMILE NUMBER: 520-293-6795

WEB SITE: www.ica-usa.com

REPRESENTATIVE NAME: Randy Durfee

REPRESENTATIVE TELEPHONE NUMBER: 520-293-6790 x 43 10

REPRESENTATIVE E-MAIL: Randy_Durfee@ica-usa.com

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

2% 10 DAYS NET 30 DAYS

CATALOG DISCOUNT PRICING			
Manufacturer/Vendor Name	Catalog Date at Time of Issuance (DO NOT LIST "CURRENT")	Discount % Offered from Catalog	% Mark-Up from Catalog (USE ONLY IF LISTED CATALOG PRICE IS COST TO VENDOR)
Alpha/ Broder	2013 catalogs	25% off MSRP	
Blue Generation	2013 catalogs	25% off MSRP	
Bedek & Rhodes	2013 catalogs	25% off MSRP	
VF Imagewar/ Red Kap	2013 catalogs	25% off MSRP	
VF Imagewar/ Bulwark	2013 catalogs	25% off MSRP	
Dickies Industrial Wear	2013 catalogs	25% off MSRP	
Landau	2013 catalogs	25% off MSRP	
Gildan/ Sanmar	2013 catalogs	25% off MSRP	
Port & Co. / Sanmar	2013 catalogs	25% off MSRP	
Sport tek/ Sanmar	2013 catalogs	25% off MSRP	
Eddie Bauer/ Sanmar	2013 catalogs	25% off MSRP	
Corner stone/ Sanmar	2013 catalogs	25% off MSRP	
Nike Golf / Sanmar	2013 catalogs	25% off MSRP	
Hanes / Sanmar	2013 catalogs	25% off MSRP	
Jerzees/ Sanmar	2013 catalogs	25% off MSRP	

INTERNATIONAL CORPORATE APPAREL, 2015 W RURHAFF RD SUITE 105, TUCSON, AZ 85705

Ogio / Sanmar	2013 catalogs	25% off MSRP	
Port Authority / Sanmar	2013 catalogs	25% off MSRP	
Ash city	2013 catalogs	25% off MSRP	
Edwards Garments	2013 catalogs	25% off MSRP	
Otto	2013 catalogs	25% off MSRP	
Superior Uniforms	2013 catalogs	25% off MSRP	
Thorgood boots	2013 catalogs	25% off MSRP	

SUPPLIER NOTES FOR OFFER
SUPPLIER NOTES FOR OFFER

Supplier: International Corporate Apparel

All Product can be found on our website.

PRICING SHEET: NIGP CODE 08015, 20034, 20086, 20088, 20130, 20137

Vendor Number: 2011003446 0

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2016 2017.**

UNIFORMS - PURCHASE

1.0 INTENT:

Maricopa County intends to establish a multiple-awarded requirements contract with responsive and responsible uniform vendors for the purpose of purchasing uniforms and providing various customization services. *The scope of this contract shall not extend to the procurement of safety shoes.*

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.14 and 2.15, 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 DISCOUNT CATALOG PRICING FOR VARIOUS APPAREL:

Vendors shall provide catalog discount pricing (See Attachment D) for all uniform apparel and accessories. Items sought by the County include, but are not limited to: T-Shirts (long and short sleeve, with and without pockets), Polo/Golf Shirts (with and without pockets), Button-Down Shirts (with and without pockets), Blouses, Cargo Pants, Cargo Shorts, Jackets, Ball Caps, Bucket Caps, Hooded Sweatshirts, Lab Coats, Medical Scrubs (Male, Female, Unisex), Patches, and Belts.

2.2 CUSTOMIZATION SERVICES:

Vendors shall submit pricing (See Attachment D) for the following customization services if offered: Embroidery, Silk Screen Print Stencil, Silk Screen Print (one color), Silk Screen Print (two colors), Silk Screen Print (three colors), Iron-On Patches.

2.3 LINE ITEM PRICING:

Vendors who have a retail location in the Phoenix Metropolitan Area shall submit line item pricing for the apparel listed in Attachment D. Substantively equal products shall be considered. Vendors who do not have a retail location in the Phoenix Metropolitan Area *shall not* be considered for products listed under line item pricing.

2.4 EMPLOYEE PURCHASING

2.4.1 With the consent of both parties, the pricing under this contract shall be extended to County employees. Verification of County employment shall be either the physical or digital presentation of the employee's County Identification Badge, or other less restrictive procedures at the vendor's prerogative. The vendor may choose to limit employee purchases to items identified by the employee's department's CAPA.

2.5 USAGE REPORT:

The Contractor shall furnish the County a yearly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.6 DELIVERY:

Delivery shall be F.O.B. Destination Freight Prepaid within fourteen (14) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.7 EXPEDITED DELIVERY:

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 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.

2.8 SHIPPING DOCUMENTS:

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

- 2.8.1 Contract Serial number.
- 2.8.2 Contractor's name and address.
- 2.8.3 Using Agency name and address.
- 2.8.4 Using Agency purchase order number.
- 2.8.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.9 ACCEPTANCE:

Upon delivery and satisfactory inspection by the County, the items shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.10 WARRANTY:

- 2.10.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 2.10.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
 - 2.10.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - 2.10.2.2 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 apparel to be supplied complies with all applicable regulations.

2.11 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.12 INVOICES AND PAYMENTS:

2.12.1 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 (**Include catalog price and County price**)
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.12.3 It is preferred that ALL MCSO invoices be emailed to:

MCSO_Accounts_Payable@mco.maricopa.gov

Or mailed to:

MCSO Finance/Accounts Payable
234 N. Central Avenue, 7th Floor
Phoenix, AZ 85004

2.12.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.12.5 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.

2.13 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.

2.14 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.

2.15 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 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 or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

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 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).

3.8.2 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.

3.8.3 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 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.

3.8.4 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 Contractor.

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 County 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.**

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, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

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

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the

County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

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

- 3.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

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

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

3.19 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 Contract.

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

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date

specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 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.

3.25.2 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.

3.26 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:

3.26.1 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,

3.26.2 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.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 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.