

SERIAL 15024 C NIGHT VISION EQUIPMENT

DATE OF LAST REVISION: August 25, 2015 CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **NIGHT VISION EQUIPMENT**

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 18, 2015**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
 Sue Malinowsky, MCSO

AVIATION SPECIALTIES UNLIMITED, INC., 4632 W. AERONCA ST. , BOISE, ID 83705

COMPANY NAME: Aviation Specialties Unlimited, Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 4632 W. Aeronca St., Boise, ID 83705
 REMIT TO ADDRESS: _____
 TELEPHONE NUMBER: 208-426-8117
 FACSIMILE NUMBER: 208-426-8975
 WEB SITE: asu-nvg.com
 REPRESENTATIVE NAME: Kevin Radigan
 REPRESENTATIVE TELEPHONE NUMBER: 208-383-5504
 REPRESENTATIVE E-MAIL: kradigan@asu-nvg.com

YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

NET 30 DAYS

Title	Unit Price	UofM	Bidder Notes
Night Vision Goggle - Aviation	\$10,489.00	each	Model Number: 9S1001-BUGA1 - L-3 Model AN/AVS-9 (M949)
	Eff. 08/25/15		Available Color(s): Black
	\$11,546.00		Price Differential for Different Colors: N/A
			Lead Time (and any differential for various color options): 60 Days ARO
			Manufacturer's Specification Sheet: Attached
			List of all INCLUDED Accessories: M949 System, P/N 245081-005 051 Configured With: (2) Infinity Image Intensifier Tubes (2) Class B Objective Lens (1) Helmet Mount (1) Low Profile Battery Pack (1) Low Profile Battery Pack Mounting Kit (1) Shipping & Storage Case (1) Carrying Case (1) Lens Caps Assembly (1) Lens Paper (1) Neck Cord (2) Battery Cartridges (1) Operators Manual
			List of all OPTIONAL Accessories: N/A
			Recommended Service Cycle: 180 Days (FAA Mandated)
			Service Location(s): 4632 West Aeronca St, Boise, ID 83705
			Availability of Local Service/Certification Representatives: N/A
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
			Standard Manufacturer Warranty (please provide duration and copy): 1 Year
			New Goggles come with the first year certifications

AVIATION SPECIALTIES UNLIMITED, INC., 4632 W. AERONCA ST. , BOISE, ID 83705

FAA Certification Inspections	\$200.00	each	Recommended Service Cycle: 180 Days
			Service Location(s): 4632 West Aeronca St, Boise, ID 83705
			Availability of Local Service/Certification Representatives: N/A
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
			New goggles include 1 year free certifications
Hourly labor rate for non-warranty work	\$70.00	hour	Service Location(s): 4632 West Aeronca St, Boise, ID 83705
			Availability of Local Service/Certification Representatives: N/A
			Acceptance of inclusion of return shipping costs for all maintenance and repair: N/A

NIGP CODE 68052, 68065

Terms: NET 30

Vendor Number: 2011000238 0

Certificates of Insurance Required

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

MOROVISION NIGHT VISION, 14 MONARCH BAY PLAZA #431, MONARCH BEACH, CA 92629

COMPANY NAME: Morovision Night Vision
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 14 Monarch Bay Plaza #431, Monarch Beach, CA 92629
 REMIT TO ADDRESS: 14 Monarch Bay Plaza #431, Monarch Beach, CA 92629
 TELEPHONE NUMBER: 949-581-9988
 FACSIMILE NUMBER: 949-581-1133
 WEB SITE: www.morovision.com
 REPRESENTATIVE NAME: Michael Wolfsen
 REPRESENTATIVE TELEPHONE NUMBER: 949-581-9988
 REPRESENTATIVE E-MAIL: mwolfsen@morovision.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 type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

Title	Unit Price	UofM	Bidder Notes
Thermal Vision - Lake Patrol	\$5,164.00	each	Model Number: MVP-PVS14TM32-F17
			Available Color(s): Black
			Price Differential for Different Colors: NA
			Lead Time (and any differential for various color options): 30-60 Days ARO
			Manufacturer's Specification Sheet: http://morovision.com/shop/pvs-14-tm-thermal-monocular/
			List of all INCLUDED Accessories: Includes: System, Lens Cap, Lens Tissue, Ops Manual, Warranty Card, Demist Shield, Head Mount, Helmet/Head Mount Adapter (J-Arm), Hard Case and (1) CR123 Battery.
			List of all OPTIONAL Accessories: NA
			Recommended Service Cycle: NA
			Service Location(s): NA
			Availability of Local Service/Certification Representatives: NA
Acceptance of inclusion of return shipping costs for all maintenance and repair: NA			
Standard Manufacturer Warranty (please provide duration and copy): 1 Year			

NIGP CODE: 68052, 68065
 Terms: NET 30
 Vendor Number: 2011006081 0
 Certificates of Insurance: Required
 Contract Period: To cover the period ending **June 30, 2016**

N-VISION OPTICS, 220 RESERVOIR ST STE 26, NEEDHAM, MA 02494

COMPANY NAME: N-Vision Optics
 DOING BUSINESS AS (DBA) NAME: N-Vision Optics
 MAILING ADDRESS: 220 RESERVOIR ST STE 26, NEEDHAM, MA 02494
 REMIT TO ADDRESS: 220 RESERVOIR ST STE 26, NEEDHAM, MA 02494
 TELEPHONE NUMBER: 7815058360
 FACSIMILE NUMBER: _____
 WEB SITE: www.nvisionoptics.com
 REPRESENTATIVE NAME: Olga Rivkin
 REPRESENTATIVE TELEPHONE NUMBER: 7815058360
 REPRESENTATIVE E-MAIL: olga@nvisionoptics.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"/> NET 30 DAYS			

Title	Unit Price	UofM	Bidder Notes
Night Vision Goggle - SID	\$6,850.00	each	Model Number: SENTINEL-OMNI VIII
			Available Color(s): black
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): delivery by June 30, 2015
			Manufacturer's Specification Sheet: enclosed
			List of all INCLUDED Accessories: Per enclosed spec sheet
			List of all OPTIONAL Accessories: helmet mount, facemask, 3x afocal attachment lens, 5x afocal attachment lens, shipping/storage case
			Recommended Service Cycle: every 2 years
			Service Location(s): MA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
Night Vision Goggle - SWAT	\$6,850.00	each	Standard Manufacturer Warranty (please provide duration and copy): 12 months
			Available Color(s): black
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): delivery by June 30, 2015
			Manufacturer's Specification Sheet: enclosed
			List of all INCLUDED Accessories: Tube Data Sheet, Soft Carry Case, Operator's Manual, Neck Cord, Lens Caps (X2), Eye Cups (X2), Demist Shields (X2), Sacrificial Windows (X2), Tissue, One Lithium CR123 Battery, Dovetail Mounting Adapter, Ball Detent Mounting Adapter.

N-VISION OPTICS, 220 RESERVOIR ST STE 26, NEEDHAM, MA 02494

			List of all OPTIONAL Accessories: helmet mount, facemask, hard carry case, 3x afocal attachment lens, 5x afocal attachment lens
			Recommended Service Cycle: yearly
			Service Location(s): MA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: yes
			Standard Manufacturer Warranty (please provide duration and copy): 12 months
Night Vision Goggle - Patrol	\$6,850.00	each	Model Number: SENTINEL-OMNI VIII
			Available Color(s): black
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): delivery by June 30, 2015
			Manufacturer's Specification Sheet: enclosed
			List of all INCLUDED Accessories: per enclosed spec sheet
			List of all OPTIONAL Accessories: helmet mount, facemask, 3x afocal attachment lens, 5x afocal attachment lens, hard shipping storage case
			Recommended Service Cycle: every 2 years
			Service Location(s): MA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
			Standard Manufacturer Warranty (please provide duration and copy): 12 months
Hourly labor rate for non-warranty work	\$30.00	hour	Service Location(s): Needham, MA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: yes
Product Preventative Maintenance Cost (per inspection)	\$30.00	each	Model Number: all
			Recommended Service Cycle: every 2 years
			Service Location(s): Needham, MA
			Availability of Local Service/Certification Representatives: na
			Acceptance of inclusion of return shipping costs for all maintenance and repair: yes
			price per unit
Extended Warranty (per year)	1.00%	each	Model Number: all
			Available Color(s): black
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): n/a
			Manufacturer's Specification Sheet: n/a
			List of all INCLUDED Accessories: n/a
			List of all OPTIONAL Accessories: n/a
			Recommended Service Cycle: n/a
			Service Location(s): n/a
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: n/a
			Manufacturer Catalog Date (Please attach digital copy): n/a

N-VISION OPTICS, 220 RESERVOIR ST STE 26, NEEDHAM, MA 02494

			List of offered catalogs for discount: n/a
			extended warranty is 1% per year per unit

NIGP CODE: 68052, 68065

Terms: NET 30

Vendor Number: W000013492 X

Certificates of Insurance Required

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

NIGHTOPS TACTICAL INC., PO BOX 280, ROSEVILLE, CA 95661

COMPANY NAME: NightOps Tactical Inc.
 DOING BUSINESS AS (DBA) NAME: NightOps Tactical Inc.
 MAILING ADDRESS: PO Box 280, Roseville, CA 95661
 REMIT TO ADDRESS: PO Box 280, Roseville, CA 95667
 TELEPHONE NUMBER: 916-791-6360
 FACSIMILE NUMBER: 916-791-6361
 WEB SITE: nightopstactical.com
 REPRESENTATIVE NAME: Matt Johnson
 REPRESENTATIVE TELEPHONE NUMBER: 9167916360
 REPRESENTATIVE E-MAIL: mjohnson@nightopstactical.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"/> NET 30 DAYS			

Title	Unit Price	UofM	Bidder Notes
Night Vision Scope (Rifle Mounted)	\$7,099.00	each	Model Number: FLIR AN/PVS 27
			Available Color(s): Black
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): 60 days ARO
			Manufacturer's Specification Sheet: yes
			List of all INCLUDED Accessories: perator's Manual, Flip Up Lens Cap, Soft Carry Case, Light Bridge Cover, Lens Cleaning Kit, Two (2) AA Batteries, Rear Lens Cap
			List of all OPTIONAL Accessories: hard case
			Recommended Service Cycle: annual
			Service Location(s): Roseville, CA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: yes
Standard Manufacturer Warranty (please provide duration and copy): 2 Year Comprehensive			
Night Vision Helmet Mounting Bracket	\$425.00	each	Model Number: Wilcox L4 G24 Helmet Mount - TAN
			Available Color(s): Black or Tan
			Price Differential for Different Colors: 0
			Lead Time (and any differential for various color options): 60 days ARO
			Manufacturer's Specification Sheet: n/a
			List of all INCLUDED Accessories: n/a
			List of all OPTIONAL Accessories: n/a
			Recommended Service Cycle: n/a
Service Location(s): Roseville, CA			

NIGHTOPS TACTICAL INC., PO BOX 280, ROSEVILLE, CA 95661

			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
			Standard Manufacturer Warranty (please provide duration and copy): lifetime
Night Vision Goggle - Lake Patrol	\$5,799.00	each	Model Number: PVS-14 Goggle Kit
			Available Color(s): black or tan
			Price Differential for Different Colors: \$50 per unit for tan
			Lead Time (and any differential for various color options): 60 days aro
			Manufacturer's Specification Sheet: yes
			List of all INCLUDED Accessories: Dual mount, Headmounts (2), Transfer Arms(2), Demist Shields (2), Sacrificial Windows (2), Lanyards (2), Objective Lens Caps (2), Eyepiece Lens Caps (2), Eyecups (2), Batteries (4), Ops Manual
			List of all OPTIONAL Accessories: 3x lens, hard case, back light filters,
			Recommended Service Cycle: Annual
			Service Location(s): Roseville, CA
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes
			Standard Manufacturer Warranty (please provide duration and copy): Five Year Comprehensive
			Hourly labor rate for non-warranty work
Availability of Local Service/Certification Representatives: n/a			
Acceptance of inclusion of return shipping costs for all maintenance and repair: Yes			
Product Preventative Maintenance Cost (per inspection)	\$120.00	each	Model Number: Annual Maintenance
			Recommended Service Cycle: annual
			Service Location(s): Roseville, CA
			Availability of Local Service/Certification Representatives: n/a
Extended Warranty (per year)	8.00%	each	Model Number: Extended Warranty
			Available Color(s): n/a
			Price Differential for Different Colors: n/a
			Lead Time (and any differential for various color options): n/a
			Manufacturer's Specification Sheet: n/a
			List of all INCLUDED Accessories: n/a
			List of all OPTIONAL Accessories: n/a
			Recommended Service Cycle: n/a
			Service Location(s): n/a
			Availability of Local Service/Certification Representatives: n/a
			Acceptance of inclusion of return shipping costs for all maintenance and repair: yes
			Manufacturer Catalog Date (Please attach digital copy): yes
List of offered catalogs for discount: yes			

NIGHTOPS TACTICAL INC., PO BOX 280, ROSEVILLE, CA 95661

NIGP CODE: 68052, 68065
Terms: NET 30
Vendor Number: 2011006085 0
Certificates of Insurance Required
Contract Period: To cover the period ending **June 30, 2016.**

NIGHT VISION DEPOT, INC. PO BOX 3415, ALLENTOWN, PA 18106

COMPANY NAME: Night Vision Depot, Inc
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: PO BOX 3415, Allentown, Pa 18106
 REMIT TO ADDRESS: 542 Kemmerer Lane, Allentown, PA 18104
 TELEPHONE NUMBER: 610-395-9743
 FACSIMILE NUMBER: 610-395-9744
 WEB SITE: www.nvdepot.com
 REPRESENTATIVE NAME: John Lesniak
 REPRESENTATIVE TELEPHONE NUMBER: 610-395-9743
 REPRESENTATIVE E-MAIL: john.lesniak@nvdepot.com

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

NET 30 DAYS

Title	Unit Price	UofM	Bidder Notes
Night Vision Scope (Rifle Mounted)	\$9,195	7/each	Supplier Product Code: AN/PVS-27
			Supplier Notes: Model Number: AN/PVS-27
			Available Color(s): BLACK
			Price Differential for Different Colors: N/A
			Lead Time (and any differential for various color options): 60 - 90 DAYS
			Manufacturer's Specification Sheet: YES
			List of all INCLUDED Accessories: SPEC SHEET
			List of all OPTIONAL Accessories: SPEC SHEET
			Recommended Service Cycle: OPERATORS MANUAL
			Service Location(s): BILLERICA MA
			Availability of Local Service/Certification Representatives: YES
			Acceptance of inclusion of return shipping costs for all maintenance and repair: NO
Standard Manufacturer Warranty (please provide duration and copy): 2 YEARS			

NIGP CODE: 68052, 68065
 Terms: NET 30
 Vendor Number: 2011006334 0
 Certificates of Insurance: Required
 Contract Period: To cover the period ending **June 30, 2016.**

ADDED: AUGUST 03, 2015

SUREFIRE LLC, 18300 MOUNT BALDY CIRCLE, FOUNTAIN VALLEY, CA 92708

COMPANY NAME: Surefire LLC
 DOING BUSINESS AS (DBA) NAME: SureFire LLC
 MAILING ADDRESS: 18300 Mount Baldy Circle, Fountain Valley, CA 92708
 REMIT TO ADDRESS: 18300 Mount Baldy Circle, Fountain Valley, CA 92708
 TELEPHONE NUMBER: 714-545-9444
 FACSIMILE NUMBER: 714-545-9537
 WEB SITE: www.surefire.com
 REPRESENTATIVE NAME: Andrew Wright
 REPRESENTATIVE TELEPHONE NUMBER: 714-545-9444 ext. 2133
 REPRESENTATIVE E-MAIL: awright@surefire.com

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

Title	Unit Price	UofM	Bidder Notes
Weapon Light	\$700.00	each	Model Number: X400V-A-IRC
			Available Color(s): BLACK
			Price Differential for Different Colors: NA
			Lead Time (and any differential for various color options): 30 DAYS ARO
			Manufacturer's Specification Sheet: SEE ATTACHED PIS
			List of all INCLUDED Accessories: SEE ATTACHED PIS
			List of all OPTIONAL Accessories: SEE ATTACHED PIS
			Recommended Service Cycle: Lifetime warranty
			Service Location(s): Fountain Valley, CA
			Availability of Local Service/Certification Representatives: NEGATIVE
			Acceptance of inclusion of return shipping costs for all maintenance and repair: NEGATIVE
Standard Manufacturer Warranty (please provide duration and copy): DETAILS AVAILABLE UPON REQUEST			
Infrared Laser	\$700.00	each	Model Number: X400V-A-IRC
			Available Color(s): BLACK
			Price Differential for Different Colors: NA
			Lead Time (and any differential for various color options): 30 DAYS ARO
			Manufacturer's Specification Sheet: SEE ATTACHED PIS
			List of all INCLUDED Accessories: SEE ATTACHED PIS
			List of all OPTIONAL Accessories: SEE ATTACHED PIS
			Recommended Service Cycle: Lifetime warranty
			Service Location(s): Fountain Valley, CA
			Availability of Local Service/Certification Representatives: NEGATIVE

SUREFIRE LLC, 18300 MOUNT BALDY CIRCLE, FOUNTAIN VALLEY, CA 92708

			Acceptance of inclusion of return shipping costs for all maintenance and repair: NEGATIVE
			Standard Manufacturer Warranty (please provide duration and copy): DETAILS AVAILABLE UPON REQUEST

NIGP CODE: 68052, 68065

Terms: NET 30

Vendor Number: 2011006123 0

Certificates of Insurance Required

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

NIGHT VISION EQUIPMENT

1.0 INTENT:

Maricopa County is seeking to award to one or many vendors that supply Night Vision Equipment for use by law enforcement agencies. The successful awardee(s) shall be responsible for the provision of equipment, scheduled maintenance, certification and repair of the awarded products throughout the term of the agreement. Maricopa County reserves the right to award this contract in whole or in part to more than one Contractor in order to ensure the needs of the County are met.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.23 and 3.24, 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:

There are currently five (5) divisions within the Maricopa County Sheriff's Office with specific night vision equipment requirements. There are commonalities between each division, but they are listed separately in order to ensure clarity of requirements. Where applicable, certain specifications have been marked as no-substitution. The inclusion of that designation is due to both regulatory requirements for the division and for the maintenance of continuity of deployed equipment. In the event that a respondent would like to issue a "like or equal" product to a particular requirement, the respondent is required to provide detailed information indicating the equivalency of the product to the stated requirement. It is the sole right of the County to determine the acceptability of any "like or equal" product submissions.

2.1 SPECIAL INVESTIGATION DIVISION/HIDTA TASK FORCE:

- 2.1.1 Night vision goggle
- 2.1.2 ANVIS-9 style with Ball Detent Mounting System
 - 2.1.2.1 Must be compatible with Wilcox helmet mount #56500G02-B-F4949, AN/AVS-9-F-4949
- 2.1.3 Binocular
- 2.1.4 Color preference is Tan with armor coating and corrosion resistant
- 2.1.5 Intensifier Tubes:
 - 2.1.5.1 Generation3 Omni VIII L-3 Mx10160 Infinity – no exceptions
 - 2.1.5.2 Focus 10" to infinity
 - 2.1.5.3 Thin Filmed
 - 2.1.5.4 US Manufacturer only – no exceptions
- 2.1.6 Automatic Brightness Control
- 2.1.7 Must comply with Military Standard 810F specifications
- 2.1.8 Ruggedized
- 2.1.9 Waterproof to 66 feet
- 2.1.10 Operate on one (1) CR123 battery or external ANVIS Battery Pack (AA/CR123)
- 2.1.11 Battery Life of Approximately 30 Hours at Room Temp with standard CR 123 Battery
- 2.1.12 Weight – Less than 24 oz
- 2.1.13 Operating Temperature of -40°F to 113°F
- 2.1.14 Field of View - 40°
- 2.1.15 Magnification – 1X
- 2.1.16 Gate - Auto

2.2 SWAT DIVISION:

2.2.1 Night Vision Goggle

- 2.2.1.1 Must mount with Wilcox L4 G24 Mount by including dovetail and ball detent adapter
- 2.2.1.2 Binocular
- 2.2.1.3 Color preference is Flat Dark Earth with armor coating and corrosion resistance
- 2.2.1.4 Intensifier Tubes:
 - 2.2.1.4.1 Generation3 Omni VIII L-3 Mx10160 Infinity – no exceptions
 - 2.2.1.4.2 Focus 10” to infinity
 - 2.2.1.4.3 Signal noise ratio 25:1
 - 2.2.1.4.4 Maximum Halo of 1.0
 - 2.2.1.4.5 Thin filmed
 - 2.2.1.4.6 US Manufacturer only – no exceptions
- 2.2.1.5 Automatic Brightness Control
- 2.2.1.6 Must comply with Military Standard 810F specifications
- 2.2.1.7 Ruggedized
- 2.2.1.8 Waterproof to 66 feet
- 2.2.1.9 Operate on one (1) CR123 battery or external ANVIS Battery Pack (AA/CR123)
- 2.2.1.10 Battery Life of Approximately 30 Hours at Room Temp with standard CR 123 Battery
- 2.2.1.11 Weight – less than 24oz
- 2.2.1.12 Operating Temperature of -40°F to 113°F
- 2.2.1.13 Field of View - 40°
- 2.2.1.14 Magnification – 1X
- 2.2.1.15 Gate - Auto

2.2.2 Night Vision Scope (rifle mounted)

- 2.2.2.1 Flir an/pvs-27 muns
- 2.2.2.2 Must attach with badger ordinance rail system – no exceptions
- 2.2.2.3 MIL-STD 1913 rails with quick detach mount (to be placed in front of a night force nxs 5.5-22x scope)
- 2.2.2.4 Effective on all weapons up to .50 bmg semi-automatic and bolt action rifle recoil.
- 2.2.2.5 Intensifier tube:
 - 2.2.2.5.1 Generation3 US ITT Pinnacle– no exceptions
 - 2.2.2.5.2 Focus 15 meters to infinity
 - 2.2.2.5.3 Signal noise ratio 25:1
 - 2.2.2.5.4 Maximum halo of 1.0
- 2.2.2.6 Operate on (2) aa batteries
- 2.2.2.7 Weight – less than 51oz
- 2.2.2.8 Must provide facial identification in starlight with low contrast at a minimum of 100 meters.
- 2.2.2.9 Factory aligned to ½ moa or better and have repeatability to ½ moa or better
- 2.2.2.10 Selected contractor shall be responsible for rail and product installation
- 2.2.2.11 Field of view - 10°
- 2.2.2.12 Waterproof to 33 feet
- 2.2.2.13 Magnification - unity

2.2.3 Scope mounting rings

- 2.2.3.1 30mm tube diameter
- 2.2.3.2 Provided in pairs
- 2.2.3.3 1.265” in height
- 2.2.3.4 4 screws on each ring

- 2.2.4 Scope mounting rings
 - 2.2.4.1 30mm tube diameter
 - 2.2.4.2 Provided in pairs
 - 2.2.4.3 1.375" height
 - 2.2.4.4 6 screws on each ring
- 2.2.5 Weapon rail
 - 2.2.5.1 Bedded into for end of rifle stock
 - 2.2.5.2 Allow for accessory mounting at the 12-3-9 o'clock positions
 - 2.2.5.3 Minimum of 7" of rail space at 12 o'clock position
 - 2.2.5.4 Weight less than 8oz
- 2.2.6 Weapon rail
 - 2.2.6.1 Must attach to accuracy international chassis system with Remington 700 action barreled for a .338 lapua magnum – no exceptions
 - 2.2.6.2 Accessory rails at the 12-3-6 o'clock positions
 - 2.2.6.3 Capable of mounting the selected rifle mounted night vision
- 2.2.7 Weapon rail
 - 2.2.7.1 Must attach to a McMillan tac-50 rifle – no exceptions
 - 2.2.7.2 Accessory rails at the 12-3-9 o'clock positions
 - 2.2.7.3 Capable of mounting the selected rifle mounted night vision
- 2.2.8 Night vision helmet mounting bracket
 - 2.2.8.1 Wilcox l4 g24
 - 2.2.8.2 One handed operation
 - 2.2.8.3 Locks into place in the operational and stowed positions
 - 2.2.8.4 Able to break away under stress or lock into place
 - 2.2.8.5 Night vision height adjustable for .9" of total travel
 - 2.2.8.6 Night vision tilt adjustment
 - 2.2.8.7 Night vision fore/aft adjustment of 1.1" of total travel
 - 2.2.8.8 Weight less than 6oz
 - 2.2.8.9 Mount to night vision using dove tail attachment
 - 2.2.8.10 Mount to helmet using either standard 1 or 3 hole shroud or integrated shroud on helmet
 - 2.2.8.11 Color preference is brown/tan
- 2.2.9 Tactical Helmet
 - 2.2.9.1 OPS – Core FAST Base Jump Military Helmet
 - 2.2.9.2 EPP Impact Pads
 - 2.2.9.3 LDV closed cell foam
 - 2.2.9.3.1 Temperature, altitude and moisture resistant
 - 2.2.9.4 OCC dual liner
 - 2.2.9.5 Replaceable leather front, nape, and side pads on adjustable fit band
 - 2.2.9.6 Integrated Head-Loc chinstrap
 - 2.2.9.7 Impact Protection:
 - 2.2.9.7.1 CE EN 1385 and ASTM F1492
 - 2.2.9.7.2 US Army-ACH Specifications: Chinstrap retention & non Ballistic Protection
 - 2.2.9.7.3 *less than < 150Gs of force imparted to head with multiple impacts up to 10fps
 - 2.2.9.7.4 *less than < 200gs of force imparted to head with multiple impacts

- 2.2.9.8 Night Vision Shroud
- 2.2.9.9 Color pattern of multicam

2.2.10 Weapon light

- 2.2.10.1 Surfire x400v irc
- 2.2.10.2 Mounts using mi-2td-1913 rails
- 2.2.10.3 White light and infrared led
 - 2.2.10.3.1 White light max output – 150 lumens
 - 2.2.10.3.2 White light run time – 1.8 hours per ANSI standards
 - 2.2.10.3.3 Ir light output – 120 mw
 - 2.2.10.3.4 Ir light runtime – 8 hours per ANSI standards

2.2.11 Infrared laser

- 2.2.11.1 Max output of less than .7 mw
- 2.2.11.2 Run time of 20 hours per ANSI standards
- 2.2.11.3 Batteries – 123a (x2)
- 2.2.11.4 Weight with batteries - less than 5 ounces

2.3 LAKE PATROL DIVISION:

2.3.1 Night Vision Goggle

- 2.3.1.1 NEPVS-14 Kit or equal
- 2.3.1.2 Dual Monocular / Segmented Binocular
- 2.3.1.3 Intensifier Tubes:
 - 2.3.1.3.1 Generation 3 Pinnacle
 - 2.3.1.3.2 Thin filmed
 - 2.3.1.3.3 Auto gated

2.3.2 Helmet Tactical Helmet

- 2.3.2.1 OPS – Core FAST Base Jump Military Helmet
- 2.3.2.2 EPP Impact Pads
- 2.3.2.3 LDV closed cell foam
 - 2.3.2.3.1 Temperature, altitude and moisture resistant
- 2.3.2.4 OCC dual liner
- 2.3.2.5 Replaceable leather front, nape, and side pads on adjustable fit band
- 2.3.2.6 Integrated Head-Loc chinstrap
- 2.3.2.7 Impact Protection:
 - 2.3.2.7.1 CE EN 1385 and ASTM F1492
 - 2.3.2.7.2 US Army-ACH Specifications: Chinstrap retention & non Ballistic Protection
 - 2.3.2.7.3 *less than < 150Gs of force imparted to head with multiple impacts up to 10fps
 - 2.3.2.7.4 *less than < 200gs of force imparted to head with multiple impacts
- 2.3.2.8 US Army – ACH Spec CO:/PD-05-04:2007
- 2.3.2.9 Must include AKA2 Helmet Mount Arm (PVS-15, PVS-18, PVS-21, NE-DTS/PO)

2.3.3 Thermal Vision

- 2.3.3.1 PVS-14TM or equal
- 2.3.3.2 Monocular
- 2.3.3.3 320x240 sensor
- 2.3.3.4 30Hz frame rate
- 2.3.3.5 1x 17mm magnification

2.4 PATROL DIVISION:

2.4.1 Night Vision Goggle

- 2.4.1.1 Must mount with Wilcox L4 G24 Mount by including dovetail and ball detent adapter
- 2.4.1.2 Binocular
- 2.4.1.3 Color preference is Flat Dark Earth with armor coating and corrosion resistance
- 2.4.1.4 US Manufacturer only – no exceptions
- 2.4.1.5 Intensifier Tubes:
 - 2.4.1.5.1 Generation3 Omni VIII L-3 Mx10160 Infinity – no exceptions
 - 2.4.1.5.2 Focus 10” to infinity
 - 2.4.1.5.3 Thin filmed
- 2.4.1.6 Automatic Brightness Control
- 2.4.1.7 Must comply with Military Standard 810F specifications
- 2.4.1.8 Ruggedized
- 2.4.1.9 Waterproof to 66 feet
- 2.4.1.10 Operate on one (1) CR123 battery or external ANVIS Battery Pack (AA/CR123)
- 2.4.1.11 Battery Life of Approximately 30 Hours at Room Temp with standard CR 123 Battery
- 2.4.1.12 Weight – less than 24oz
- 2.4.1.13 Operating Temperature of -40°F to 113°F
- 2.4.1.14 Field of View - 40°
- 2.4.1.15 Magnification – 1X
- 2.4.1.16 Gate - Auto
- 2.4.1.17 Weight – less than 24oz

2.5 AVIATION DIVISION:

2.5.1 Night Vision Goggle

- 2.5.1.1 AN/AVS-9 (M949) or equal
- 2.5.1.2 Type of Mount–(part number 271073-ASU) to fit HGU-56/P Gentex Flight Helmet.
- 2.5.1.3 Binocular
- 2.5.1.4 Must be FAA approved for NVG operations – no exceptions
- 2.5.1.5 Optics:
 - 2.5.1.5.1 Class B
 - 2.5.1.5.2 1x magnification
 - 2.5.1.5.3 27mm Objective Lens
- 2.5.1.6 Intensifier Tubes:
 - 2.5.1.6.1 Generation3 L3 AI Infinity
 - 2.5.1.6.2 64 lp/mm resolution
 - 2.5.1.6.3 25.0:1 (min) Signal noise

2.5.2 FAA Certification Inspections:

- 2.5.2.1 Inspections performed every 180 days per FAA regulations

2.6 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 DELIVERY AND INSTALLATION:

- 3.1.1 Delivery is desired as soon as possible, but **REQUIRED** no later than **June 30th, 2015** based on the applicable purchase order issued by County division.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 0800 and 1500, Monday through Friday, except on State recognized holidays.
- 3.1.3 The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

3.2 EXPEDITED DELIVERY:

- 3.2.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 3.2.2 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.
- 3.2.3 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.

3.3 SHIPPING DOCUMENTS:

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

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

3.4 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination freight prepaid at location listed on the individual purchase orders.

3.5 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.6 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the

date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.7 TESTING:

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

3.8 ACCEPTANCE:

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

3.9 PRODUCT RETURNS:

In the event that an error was made on the part of the County on specification (part or whole) that is not reasonably discernable until receipt of the product, Contractor shall allow for the return of all items for refund of the full purchase price. County shall be responsible for any associated shipping costs for the return items.

3.10 TRAINING:

The Contractor shall provide, at no additional cost, a minimum of four (4) hours training per division to completely train County personnel in the use and care of the equipment. All training to take place on-site at Maricopa County.

3.11 WARRANTY:

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

3.11.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months, unless a longer period of warranty is provided by the manufacturer, and commence upon acceptance by County.

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

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

3.12 EXTENDED WARRANTY:

3.12.1 An extended warranty shall be provided for workmanship and materials for two (2) additional one year periods after the expiration of the initial warranty period with the same requirements of Section 3.11.

3.12.2 The Contractor shall indicate on the Price Sheet the annual cost for the additional warranty periods.

3.13 MAINTENANCE:

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

3.14 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.

3.15 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

3.16 ORDER CUTOFF INFORMATION:

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

3.17 INVOICES AND PAYMENTS:

3.17.1 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
- Total Amount Due

3.17.2 All invoices shall be emailed to mcsaccounts payable@mail.maricopa.gov (preferred) or mailed to MCSO Finance/Accounts Payable – 550 West Jackson Street, Phoenix, AZ 85003

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

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

3.17.5 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.

3.18 APPLICABLE TAXES:.

3.18.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.18.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.18.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.19 TAX: (SERVICES)

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.

3.20 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.21 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.

3.22 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.23 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.

3.24 VOLUNTARY EMPLOYEE DISCOUNTS

3.24.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.24.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) 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 (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. 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.

4.4 INDEMNIFICATION:

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

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

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.

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

4.5 INSURANCE.

4.5.1 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.

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

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

4.5.7 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.

4.5.8 **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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 Certificates of Insurance.

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

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

4.5.9.3 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.

4.5.10 Cancellation and Expiration Notice.

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

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is 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.

4.7.2 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 for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders 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.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.9 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:

- 4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.9.2 Make progress, so as to endanger performance of this contract; or
- 4.9.3 Perform any of the other provisions of this contract.
- 4.9.4 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.

4.10 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.

4.11 OFFSET FOR DAMAGES;

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

4.12 ADDITIONS/DELETIONS OF SERVICE:

- 4.12.1 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.

4.13 SUBCONTRACTING:

- 4.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 4.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.14 AMENDMENTS:

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

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

4.15.1 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.

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

4.15.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.16 VALIDITY:

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

4.17 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.

4.18 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
- 4.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.20.1.2 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;
 - 4.20.1.3 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
 - 4.20.1.4 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.
- 4.20.2 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.

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

- 4.21.1 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.
- 4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21.1 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. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.**
- 4.21.3 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor

employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

4.21.4 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

4.21.5 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

4.22 **CONTRACTOR LICENSE REQUIREMENT:**

4.22.1 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.

4.23 **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:

4.23.1 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,

4.23.2 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.

4.24 **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 in its offer 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 and the Arizona Public Records Law.