

SERIAL 16073 C CONVEYOR TUNNEL WASHER

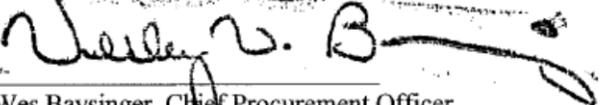
DATE OF LAST REVISION: February 25, 2016 CONTRACT END DATE: February 24, 2018

CONTRACT PERIOD THROUGH FEBRUARY 1, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CONVEYOR TUNNEL WASHER**

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 **February 25, 2016**.

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/jl
Attach

Copy to: Office of Procurement Services
 Sue Malinowsky, MCSO

KRONWALD ENTERPRISES, INC. DBA: WESTERN FOODSERVICE EQUIPMENT & DESIGN, 201 N. COMANCHE DR., CHANDLER, AZ 85224

COMPANY NAME: Kronwald Enterprises, Inc.
 DOING BUSINESS AS (DBA) NAME: Western Foodservice Equipment & Design
 MAILING ADDRESS: 201 N. Comanche Dr., Chandler, AZ 85224
 REMIT TO ADDRESS: 201 N. Comanche Dr., Chandler, AZ 85224
 TELEPHONE NUMBER: 480-731-9140
 FACSIMILE NUMBER: 480-699-9734
 WEB SITE: westernfoodservice.com
 REPRESENTATIVE NAME: David Kronwald
 REPRESENTATIVE TELEPHONE NUMBER: 4807319140
 REPRESENTATIVE E-MAIL: david@westernfoodservice.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 type="checkbox"/>	

NET 15 DAYS

Title	Unit Price	UofM	Description	Bidder Notes
Removal and Disposal	\$6,730.00	each	Total cost for removal and disposal of the designated equipment	Removal and disposal based on work being done during normal business hours Monday through Friday.
Conveyor Tunnel Washer	\$252,683.00	each	Total cost of all equipment and hardware. Please also provide a detailed cost breakdown for your proposed equipment.	Champion Tunnel Washer: \$234,400.00 Sales Tax: \$18,283.00 Total: \$252,683.00
Installation Cost	\$12,659.00	each	Total cost of installation inclusive of all labor and rental equipment necessary for installation. Please provide a detailed breakdown of installation costs .	Installation is based on all work being done during normal business hours Monday through Friday.
Training	\$0.00	each	Total training cost. Please provide the total number of hours of training that you are proposing.	Training is included in Tunnel Washer price.
Supplemental Labor	\$95.00	hour	Hourly labor rate for maintenance calls	Hourly rate per service tech.
Parts Discount	20.00%	each	Discount offered from list price for all parts and accessories related to the Laundry Moving System.	20% off Champion's list price.

KRONWALD ENTERPRISES, INC. DBA: WESTERN FOODSERVICE EQUIPMENT & DESIGN, 201 N. COMANCHE DR., CHANDLER, AZ 85224

Champion Warranty

Champion Industries Inc., 3765 Champion Blvd, Winston-Salem, North Carolina 27105.

Champion provides a two year, parts and labor warranty on the Tunnel Washer, Model WRBO-2500-2L.

Warranty issues will be covered by Champion through its service provider for Maricopa County, Arizona, Service Solutions Group, 4832 S. 35th Street, Phoenix, Arizona 85040.

PRICING SHEET: NIGP CODE	16529
Terms:	NET 15
Vendor Number:	2011001301 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 24, 2018.

CONVEYOR TUNNEL WASHER

1.0 INTENT:

The intent of this solicitation is to establish a contract for the purchase and installation of quantity one (1), two lane conveyor tunnel tub/tray washer for use by the MCSO Food Services Division. This tub/tray wash equipment will replace existing equipment. The successful awardee shall be responsible to remove all the existing equipment. The awardee shall furnish and install all new equipment. All Equipment must be installed and invoiced prior to June 30, 2016.

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:

Champion Model: **WRBO-2500-2L**

No substitutions shall be considered.

Description: **Two Lane Conveyor Tunnel Tub/Tray Washer**

Standard Features

- Stainless Steel Construction
- Sanitary Sloped Roof Design
- Recirculating Wash & Rinse Tanks
- Wash and Rinse Tank Heating
- Fresh Water Sanitizing Rinse Section
- High Pressure Blow-Off Module
- Load Tabling
- Stainless Steel Hoods with Steam Exhaust Fans
- Removable Filter Baskets
- Removable Side Panels
- Stainless Steel Nozzles
- Low Water Protection
- Variable Speed Drive with Ball Detent Slip Clutch
- Automatic Fill and Water Level Controls
- Powered Adjustable Hold Down Mechanism
- TEFC Motors for Pumps, Exhaust Fans and Pressure Blower
- Stainless Steel Belt and Chain with Corrosion Resistant Bearings
- NEMA 4X Control Panel with Square D Components
- Commissioning and Demonstration after installation

Design & Operation

Designed for continuous operation with a variable speed drive and digital readout to modify and monitor speed for varying soil conditions. A STAINLESS STEEL chain transports containers and a heavy duty STAINLESS STEEL belt transports lids through 150° F. recirculating wash and a 160° F. recirculating rinse chambers, then a 180° F. final fresh water sanitizing rinse section. After being sanitized, they proceed into a high pressure blow off module with eighteen (18) air knives. Dwell zones and anti-splash curtains are provided at the entrance and exit ends to help prevent overspray from reaching the operators. A dwell zone is also provided between the wash and rinse chambers to help minimize cross contamination of detergent water and rinse water. The final sanitizing rinse water, by design, automatically flows back into the recirculating rinse tank to freshen it. If desired, you can manage the overflow of all or any portion of this water back into the recirculating wash tank. A powered, toggle switch operated, adjustable hold down mechanism along with the top blow off knives to enhance drying effectiveness is provided in the container lane and fixed product guides are provided in the lid lane to keep items in place and prevent jamming.

Booster heaters maintain proper operating temperatures. The foot print of this machine cannot be longer than 40 feet or wider than 9 feet.

General Construction

Housing needs to be constructed of stainless steel. Wash, rinse and final rinse tank all to be constructed of stainless steel.

Upper housing will be constructed of #14 and #16 gauge 300 Series STAINLESS STEEL with a #3 finish. Wash tank to be constructed of #12 gauge 300 Series STAINLESS STEEL also with a #3 finish. Base frame constructed 3" STAINLESS STEEL square tubing and 3" x 3" x 1/4" structural STAINLESS STEEL angle. All seams are TIG or MIG welded. Seams, where needed for watertight construction and at tank base frame, are continuously welded. All other seams are stitch welded for strength. All welds are cleaned inside, cleaned and buffed outside.

Recirculating Wash and Rinse Tanks

Recirculating wash and rinse tanks heated by steam coil, thermostatically controlled, low water protected, complete with 1" NPT automatic fill system, 1 1/2" NPT overflow connection, 1" NPT valve controlled overflow from rinse tank to wash tank, 3" gate drain valves, thermometers and pressure gauges. 390 gallon wash tank and 275 gallon rinse tank capacities sloped to drain.

Wash Pump

Close coupled centrifugal wash pump, bronze fitted with cast iron casing. Complete with 20 H.P. TEFC motor, 460 volt, 3 phase, 60 cycle; and, rated for 326 gallons per minute, at 60 PSI.

Rinse Pump

Close coupled centrifugal rinse pump, bronze fitted with cast iron casing. Complete with 5 H.P. TEFC motor, 460 volt, 3 phase, 60 cycle; and, rated for 132 gallons per minute at 40 PSI.

Final Sanitizing Rinse Section

Fresh water rinse section delivers 1.76 gallons per minute at 20 PSI flow. 180° F. sanitizing water supplied to unit by booster heater.

Nozzles and Piping

Interior recirculated wash, rinse and sanitizing rinse sections constructed of STAINLESS STEEL piping, removable end caps, fittings and "V" jet nozzles.

Filtration

Removable filter screens located above water line that can be cleaned during service without having to drain wash and rinse tanks.

Conveyor

One (1) strand of 1 1/2" pitch STAINLESS STEEL conveyor roller chain in the container lane and one (1) 8" wide #304 STAINLESS STEEL 1" x 1" heavy duty flat wire belt in the lid lane complete with A.C. variable speed inverter with ball detent clutch to prevent belt damage in case of jamming. 1/2 H.P. TENV helical worm gear motor, 460 volt, 3 phase, 60 cycle, corrosion resistant bearings, STAINLESS STEEL take up frames, supports, UHMW belt sprockets, chain tracks and wear strips.

Blow Off Module

One (1) high pressure blower, with extended drying tunnel, variable frequency, mild steel painted housing with aluminum wheel, with 15 H.P. TEFC motor, 460 volt, 3 phase, 60 cycle. Complete with #14 gauge STAINLESS STEEL ductwork and tear drop air knives to pressurize air and increase ambient temperature by approximately 30°F.

Steam Extraction

Two (2) 12" diameter fans, mild steel painted, mounted on hoods at entrance and exit of washer to exhaust excess steam. 1 1/2 H.P. TEFC motors, 460 volt, 3 phase, 60 cycle, 3450 RPM rated for 1570 CFM each, at .54" static pressure.

Electrical Panels and Controls

Electrical control panel is UL listed, NEMA 4X STAINLESS STEEL with Square "D" components and panel disconnect switch with safety lockout. Complete with motor starters, 120 volt control circuit with Power On switch, conveyor speed dial with foot per minute digital display, wash and rinse tank low water lights, Start and Stop Buttons plus Run Indicator Lights. Emergency stop button, clutch trip indicator light and conveyor start/stop buttons on entrance end. Emergency stop button and conveyor stop button on exit end. Washer will be factory wired in hard aluminum conduit and tested prior to shipment.

Capacity

Assuming the items will clean at the speeds listed below, the following quantities will be processed: One lane of plastic tubs (24 1/4" x 16 1/4" x 11") 240 pieces per hour at 10 FPM or plastic tubs (24 1/4" x 16 1/4" x 7 1/2") 240 pieces/hour at 10 FPM and one lane of plastic tub lids (16 1/2" x 24 1/2" x 1 3/4") 240 pieces/hour.

Items of similar size and shape may be processed through this machine. Please check with Champion to confirm feasibility. The conveyor belt speed is adjustable from 1 to 15 FPM for varying soil conditions.

Dimensions

Washer Cabinet Dimensions: 5' - 0" wide x 20' - 6" long x 7' - 2" high
Blow-Off Cabinet Dimensions: 5' - 0" wide x 8' - 9" long x 7' - 2" high
Overall Dimensions: 7' - 6" wide x 38' long x 11' - 5" high

Utilities

Water Inlet: (1) 1 1/2" NPT 120° F., (1) 3/4" NPT 120° F. Drain: (1) 3" NPT, (1) 2" NPT
Overflow: (2) 1 1/2" NPT
Steam Inlet: (1) 2" NPT
Steam Condensate: (3) 3/4" NPT

Electrical:

480 volt: 3 phase, 60 cycle, 83 running amps, 110 amp service breaker

Steam Consumption:

900 lbs. per hour for steam coil
70 lbs. per hour for final rinse booster heater

To include the following options:

Steam booster for final sanitizing rinse
Adjustable Stainless steel legs for leveling machine
Fiber optic sensor to shut off final rinse
Control Panel Disconnect Switch with Safety Lockout and Circuit Breaker
15 H.P. Pressure Blower Variable Frequency with extended/sound deadening drying tunnel
Prison Package consisting of locking access panel and tank cover with hasp, locking cover over control panel and E-stops, tamper proof screws, removable locking cover under cabinet next to wash and rinse tanks to protect pumps, and locking cover over hold down mechanism actuator.

3.0 PURCHASING REQUIREMENTS:

3.1 SHIPPING DOCUMENTS:

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

- 3.1.1 Contract Serial number.
- 3.1.2 Contractor's name and address.
- 3.1.3 Using Agency name and address.
- 3.1.4 Using Agency purchase order number.
- 3.1.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.2 SHIPPING TERMS:

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

3.3 OPERATING MANUALS:

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

3.4 INSTALLATION:

Disconnect and remove existing equipment. Dispose of all debris and place existing equipment at the MCSO designated location. Offload new equipment and stage on site

All existing connections to building utilities shall remain the same. Proposals by any respondent shall include equivalent connections compared to existing equipment, or be compatible with existing connections. Proposals or products not meeting this requirement may be deemed non-responsive.

Contractor will provide aerial lifts, ladders and any equipment that may be required to complete the scope of work. MCSO policy will not allow vendors use of any MCSO equipment.

3.5 ACCEPTANCE:

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

3.6 TRAINING:

The Contractor shall train County personnel in the use and care of the equipment. All training to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 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.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twenty-four (24) months and commence upon acceptance by County.

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

3.7.2.2 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.

3.8 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency. Contractor to provide local service techs that can respond within 4 hours of a service call.

3.9 FACTORY AUTHORIZED SERVICE AVAILABILITY:

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

3.10 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.

3.11 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

All vendor personnel who enter a MCSO facility that contains Sheriff's inmates are required to complete the Maricopa County Sheriff's Office Acknowledgement of Prison Rape Elimination Act (PREA) (Exhibit 3) and may be required to attend PREA related training at the discretion of MCSO. Additionally, all personnel will be required to pass a background check conducted by MCSO prior to the performance of services.

3.12 INVOICES AND PAYMENTS:

3.12.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.12.2 All Invoices shall be emailed to MCSSOAccountsPayable@mail.maricopa.gov or mailed to MCSO Finance/Accounts Payable – 550 West Jackson Street, Phoenix, AZ 85003.

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

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

3.12.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.12.6 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.

3.13 APPLICABLE TAXES:

3.13.1 **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.

3.13.2 **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.

3.13.3 **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.

3.14 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.

3.15 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.

3.16 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.

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 two (2) years.

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 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 (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 annual anniversary. 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 and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, 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 **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 \$1,000,000 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 or use or maintenance of the Premises under this Contract.

4.5.10 **Workers' Compensation.**

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.5.11 **Certificates of Insurance.**

4.5.11.1 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.

4.5.11.2 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.

4.5.11.3 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.

4.5.12 **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.

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 subparagraph 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://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> 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 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 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.

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.

4.22.2 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.

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.