

SERIAL 16104 S PUBLICATION OF PUBLIC LEGAL NOTICES AND ADVERTISING

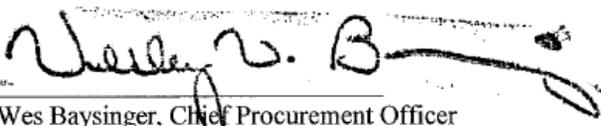
DATE OF LAST REVISION: April 28, 2016 CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **PUBLICATION OF PUBLIC LEGAL NOTICES AND ADVERTISING**

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 **April 28, 2016 (Eff. 05/01/16)**.

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

PR/mm
Attach

Copy to: Office of Procurement Services
 Arthur Trujillo, Maricopa County Treasurer

(Please remove Serial 15012-S from your contract notebooks)

PHOENIX NEWSPAPERS INC. DBA: ARIZONA BUSINESS GAZETTE, 200 E. VAN BUREN STREET, PHOENIX, AZ 85004

Attachment A

COMPANY NAME: **ARIZONA BUSINESS GAZETTE**
 DOING BUSINESS AS (DBA) NAME:
 MAILING ADDRESS: **200 E. VAN BUREN STREET PHOENIX, AZ 85004**
 REMIT TO ADDRESS: **200 E. VAN BUREN STREET PHOENIX,AZ 85004**
 TELEPHONE NUMBER: **602-444-7315**
 FACSIMILE NUMBER: **602-444-5901**
 WEB SITE: **AZCENTRAL.COM & ABGNEWS.COM**
 REPRESENTATIVE NAME: **Manuel Vargas or Brian Billings**
 REPRESENTATIVE TELEPHONE NUMBER: **602-444-7315**
 REPRESENTATIVE E-MAIL: **legal.advertising@pni.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"/>
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NET 10 DAYS

<u>Legal Advertising, Per Column Inch</u>					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
FIRST INSERTION	\$0.49	1	each	SEE SECTION 2.0 FOR ADDITIONAL DESCRIPTION	BASED ON \$___ PER LINE x__ lines to inch: Based on \$0.035 per line x 14 lines to inch Based on \$0.035 per line x 14 lines to inch = \$0.49 per Column Inch
SUBSEQUENT INSERTIONS	\$0.49	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	BASED ON \$___ PER LINE x__ lines to inch: Based on \$0.035 per line x 14 lines to inch Based on \$0.035 per line x 14 lines to inch = \$0.49 per Column Inch
<u>DISPLAY ADVERTISING PER COLUMN INCH</u>					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
FIRST INSERTION	\$0.49	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	Based on \$0.035 per line x 14 lines to inch = \$0.49 per Column Inch
Subsequent Insertion(s)	\$0.49	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	Based on \$0.035 per line x 14 lines to inch = \$0.49 per Column Inch

PHOENIX NEWSPAPERS INC. DBA: ARIZONA BUSINESS GAZETTE, 200 E. VAN BUREN STREET, PHOENIX, AZ 85004

<u>Additional Discounts From Base Bid For:</u>					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
Camera-Ready Copy	0.00%	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	No discount given for camera ready ads
Computer Tape Format	0.00%	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	
FLOPPY DISC FORMAT	0.00%	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	
E-MAIL	0.00%	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	E-mail is the preferred method to submit your legal/public notice
<u>Discount for Non-Legal Advertising in News Section</u>					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
Discount for Non-Legal Advertising in News Section	30.00%	1	each	REFER TO SECTION 2.0 FOR DESCRIPTION	30% discount is given for non-legal advertising in the News section of the Arizona Business Gazette.
<u>PRINT SIZES</u>					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
ADVERTSING COLUMN WIDTH		1	each	ADVERTSING COLUMN WIDTH	LEGAL : 1 column = .950 DISPLAY (10 PT) : 1 column = .950 1 column = .95" 2 column = 1.956" 3 column = 2.961" 4 column = 3.967" 5 column = 4.972" 6 column = 5.978" 7 column = 6.983" 8 column = 7.989" 9 column = 8.994" 10 column = 10"
Number of Characters per Printed Line		1	each	Number of Characters per Printed Line	LEGAL : 36 DISPLAY (10 PT) : 13 LEGAL: 36 characters per printed line DISPLAY (10PT): 13 characters per printed line

PHOENIX NEWSPAPERS INC. DBA: ARIZONA BUSINESS GAZETTE, 200 E. VAN BUREN STREET, PHOENIX, AZ 85004

Total Number of Characters per column Inch		1	each	Total Number of Characters per column Inch	LEGAL : 504 DISPLAY (10 PT): 182 LEGAL: 504 total number of characters per column inch (14 lines x 36 characters per printed line = 504 total number of characters per column inch. DISPLAY: 182 total number of characters per column inch (14 lines x 13 characters per printed line = 182 total number of characters per column inch.
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TOTAL COST TO PUBLISH EXCERPTS BASED ON 1ST INSERTION COST					
Title	Unit Price	Qty	UofM	Description	Bidder Notes
Exhibit 2 - Notice of Auction of Surplus Land Weekly Publication	\$10.36	1	each	One (1) Insertion	\$ with % Discount: 0 NOTICE OF AUCTION OF SURPLUS LAND LINES=296 total cost to publish 1st insertion = \$10.36 Subsequent insertions=\$10.36
Exhibit 3 - Treasurer's Delinquent Tax List Weekly Publication	\$3.78	1	each	One (1) Insertion	\$ with % Discount: 0 TREASURER'S DELINQUENT TAX LIST LINES: 108 total cost to publish 1st insertions = \$3.78 Subsequent insertions=\$3.78
Exhibit 4 - Truth in Taxation Hearin - Notice of Tax Increase Weekly Publication	\$180.00	1	each	One (1) Insertion	\$ with % Discount: 0 TRUTH IN TAXATION HEARING ROP AD (OUTSIDE OF THE LEGAL SECTION) total cost to publish 1st insertion = \$180.00 Subsequent insertions=\$180.00
Exhibit 5 - Notice of Call For Bid Weekly Publication	\$1.96	1	each	Two (2) Insertions	\$ with % Discount: 0 NOTICE OF CALL TO BIDS LINES: 56 total Total cost to publish: \$1.96 Subsequent insertions: \$1.96
Exhibit 6 - Public Notice Weekly Publication	\$2.20	1	each	two (2) insertions	\$ with % Discount: 0 PUBLIC NOTICE LINES: 63 Total cost to publish: \$2.20 Subsequent insertions: \$2.20

PHOENIX NEWSPAPERS INC. DBA: ARIZONA BUSINESS GAZETTE, 200 E. VAN BUREN STREET,
PHOENIX, AZ 85004

Amount of Time Prior to Press-Time copy for other Legal Advertising must be picked-up for Publication *

With Notice **14 hours/Monday at 3pm**

No Notice **Same**

PRICING SHEET: NIGP CODE 91571

Vendor Number: 2011000500 0

Certificates of Insurance Required

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

PUBLICATION OF PUBLIC LEGAL NOTICES AND ADVERTISING

1.0 INTENT:

This Invitation for Bid is intended to award a firm, fixed-price, requirements-type contract for publication of public legal notices and advertising for Maricopa County. This Contract will be for a term of one (1) year commencing on the date of award.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.8 and 3.9, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Printing and/or publishing of all public legal notices and advertising requiring publication such as election proclamations, legal notices regarding statutory matters of the Board of Supervisors, resolutions, summons, notices of sale, delinquent tax lists, special notices, call for bids, bids for construction and equipment, and the publishing of all matters as required to be published by the Board of Supervisors under the laws of the State of Arizona provided to Contractor for such printing and/or publishing.
- 2.1.2 The term "Newspaper" shall mean a newspaper printed and published in Maricopa County, State of Arizona, which for at least one (1) year, has been admitted to the United States Mail as second class matter, as set forth and meeting the requirements of Arizona Revised Statutes, Sections §§11-255, 39-202, 39-203, 39-204, 39-205 and 39-221.
- 2.1.3 The term "Printing" shall mean reproducing in newspaper-form and style, any legal publication or advertisement requiring public notice.
- 2.1.4 The term "Publishing" shall mean the production and distribution by a newspaper containing public legal notices and/or advertising requiring notice to the general public by the County Board of Supervisors within Maricopa County.
- 2.1.5 **Each Respondent shall file with their bid, an affidavit showing that their newspaper has been established and published within Maricopa County, State of Arizona, for a period of at least one (1) year prior to the filing of such affidavit and has been admitted to the United States mail as second-class matter for at least one (1) year.**
- 2.1.6 Respondents shall state the day of week of publication, press time deadline and the number of hours prior to press time copy will be accepted with and without notice. Copy for legal publication and advertising for the Board of Supervisors shall be picked up by the Contractor. Copy for the tentative annual budget will be available by 12:00 noon on the Tuesday prior to the first week of publication.
- 2.1.7 The size of type shall be not less than five (5) or more than six (6) point type, set solid (no leading). This is to apply whether letterpress, offset, computer tape or disc format is used. The variance in type size shall not be greater than 5% over or under the specified size range. **Continuous wrap for text must be applied in all publication and advertising matter, unless otherwise specified.**
- 2.1.8 Legal notices from the Board of Supervisors, the tentative annual budget and other legal publication and advertising will be furnished to Contractor in hard copy. The delinquent tax rolls and the warrant register will be furnished, camera-ready, from computer print-out. If available, any or all of the above may be furnished by the Contractor via a

computer tape or disc. All programming costs associated with computer tape or disc reproduction shall be borne by the Contractor.

- 2.1.9 It shall be the Contractor's responsibility to secure computer media (tapes) or other required information directly from the appropriate County department.
- 2.1.10 The proper formatting of computer media shall be the responsibility and cost of the Contractor. Most County departments are standardized on WORD 6.0 Software and IBM-Compatible Computers.
- 2.1.11 Pick up points generally shall be the County Downtown Administration Complex, Office of the Clerk of the Board and Office of the Clerk of the Court, Monday through Friday, by 3:30 p.m. **Pick-ups may be required from other County departments located throughout Maricopa County.**
- 2.1.12 Pick-ups scheduled for holidays shall be scheduled for the next County business day. When lengthy material is picked up by the Contractor, the Contractor shall review the material to ensure it is complete. The County shall be notified immediately by the Contractor of any problems with copy.
- 2.1.13 The Contractor shall furnish to the using County department, without additional cost, an affidavit of publication, within 10 days of publication, for each legal notice and/or advertisement published. Contractor shall supply their Internet address in their response to this bid. Contractor shall also furnish a spreadsheet to the Clerk of the Board indicating the public libraries (name, address, and city) where the minutes will be sent, including the regularly scheduled delivery date to each location.

2.2 BID REQUIREMENTS:

- 2.2.1 Bids submitted shall be on a per column inch basis, unless otherwise specified.
- 2.2.2 A separate price per column inch shall be bid for advertisements which are to be printed and published display advertising style, in larger than 10 point type.
- 2.2.3 Respondents shall also indicate a discount percentage from their base bid which would be applicable if the County would provide either camera ready copy, computer tape or disc format.
- 2.2.4 Bids shall be made for the price for the first insertion of each advertisement, and a separate price for each subsequent publication of the same advertisement, where there is a requirement for multiple publications in subsequent issues of the newspaper.
- 2.2.5 Excerpts of typical legal information to be published are attached as EXHIBIT 2 through EXHIBIT 6. For comparison of bids, Respondents shall state the cost of the attached excerpts based on the charge per column inch submitted.
Each Respondent shall reproduce these in paragraph/column form showing the type and style that will be used in printing and publishing if the Respondent is awarded this Contract. These reproductions shall be included with Respondent's bid.

3.0 PURCHASING REQUIREMENTS:

3.1 USAGE REPORT:

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

3.2 BACKGROUND CHECK:

Bidders/proposers need to be 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.

3.3 INVOICES AND PAYMENTS:

3.3.1 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 or
- 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
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **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.

3.4.2 **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.

3.4.3 **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.

3.5 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.

3.6 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.7 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.

3.8 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.

3.9 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.

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 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.

4.3 **INSURANCE:**

4.3.1 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.

4.3.2 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.

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

4.3.4 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.

4.3.5 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.

4.3.6 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.

4.3.7 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.

4.3.8 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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.

4.3.9 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.

4.3.10 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.

4.3.11 Certificates of Insurance:

4.3.11.1 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.

4.3.11.2 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.

4.3.11.3 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.

4.3.12 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, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.4 ORDERING AUTHORITY:

4.4.1 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.

4.5 REQUIREMENTS CONTRACT:

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.6 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.7 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

4.7.1 Cancel the stop-work order; or

4.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

4.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing,

accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

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 SUBCONTRACTING:

- 4.12.1 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.
- 4.12.2 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.

4.13 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.

4.14 ADDITIONS/DELETIONS OF SERVICE:

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

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:

4.18.1 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.

4.18.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any

employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

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 4.21.1 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.

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.