

SERIAL 11117 C EMPLOYEE FITNESS CENTER EQUIPMENT

DATE OF LAST REVISION: May 9, 2016

CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2014-2015~~ 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **EMPLOYEE FITNESS CENTER 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 **December 08, 2011**.

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

SA/at
Attach

Copy to: Office of Procurement Services
 Chris Bradley, EBHX
 Amie Bristol, MCSO

ADVANCED EXERCISE EQUIPMENT, INC. 861 SOUTHPARK DRIVE #100, LITTLETON, CO 80120

COMPANY NAME: Advanced Healthstyles Fitness Equipment Inc.
 DOING BUSINESS AS (DBA) NAME: Advanced Exercise Equipment
 MAILING ADDRESS: 861 SouthPark Drive, #100, Littleton, CO 80120
 REMIT TO ADDRESS: 861 SouthPark Drive, #100, Littleton, CO 80120
 TELEPHONE NUMBER: 303-996-0048
 FACSIMILE NUMBER: 303-996-0063
 WEB SITE: www.advancedexercise.com
 REPRESENTATIVE NAME: Bob Dicandia
 REPRESENTATIVE TELEPHONE NUMBER: 602-550-5032
 REPRESENTATIVE E-MAIL: bdicandia@advancedexercise.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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Leg Extension / Leg Curl (Combo Machine)	\$2,277.00	1	each	Life Fitness Optima Series Leg Extension / Leg Curl
Lat Pull Down / Low Row Machine (Multi-Lat / Combo Machine)	\$2,003.00	1	each	Life Fitness Optima Series Lat Pulldown / Low Row
Chest Press (Multi-Press / Combo Machine)	\$2,143.00	1	each	Life Fitness Optima Series Multi-Press
MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Upright Exercise Bike	\$2,246.00	1	each	Life Fitness Integrity Series Upright Lifecycle Bike
Weight Bench (Adjustable / Free Weight Bench)	\$728.00	1	each	Life Fitness Optima Series Adjustable Bench
Abdominal / Sit Up Bench	\$687.00	1	each	Life Fitness Signature Series Adjustable Decline/Ab Crunch

ADVANCED EXERCISE EQUIPMENT, INC. 861 SOUTHPARK DRIVE #100, LITTLETON, CO 80120

ADDITIONAL PRODUCTS & SERVICES				
Title	Unit Price	Qty	UofM	Bidder Notes
Flooring (Modular, Rubber, Dura Flex, Interlocking Tiles, etc.)			square foot	Yes, our company can supply flooring. We would recommend 4'x6' interlocking tiles which would be at a rate of \$49/tile.
Installation of Flooring		1	square foot	Yes, our company can install the flooring. The installation rate is \$1.00/square foot.
Moving of Exercise Equipment from one location to another		1	hour	Yes, our company can uninstall exercise equipment and re-install the exercise equipment at another location. The labor rate is \$75/hour.

MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE

Title	Unit Price	UofM	Description
Leg Press Machine	\$2,455.00	each	Supplier Product Code = OSLP
Leg Extension / Leg Curl (Combo Machine)	\$2,077.00	each	Supplier Product Code = OSLEC
Lat Pull Down / Low Row Machine (Multi-Lat / Combo Machine)	\$1,798.00	each	Supplier Product Code = OSLR
Abdominal / Lower Back Machine (Combo Machine)	\$1,405.00	each	Supplier Product Code = CT-AB
Chest Press (Multi-Press / Combo Machine)	\$1,938.00	each	Supplier Product Code = OSMP
Thigh Machine / Hip Machine (Inner & Outer)	\$2,212.00	each	Supplier Product Code = OSHAD
QUARTERLY PREVENTATIVE MAINTENANCE & REPAIR OF NEW EQUIPMENT	\$350.00	quarterly	Supplier Product Code = OSLP

MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE

Title	Unit Price	UofM	Description
Treadmill (Minimum 4.0 HP)	\$3,155.00	each	Supplier Product Code = OST
Elliptical (Self Generating)	\$2,776.00	each	Supplier Product Code = OSX
Recumbent Exercise Bike	\$1,640.00	each	Supplier Product Code = OSR
Upright Exercise Bike	\$1,514.00	each	Supplier Product Code = OSC
Weight Bench (Adjustable / Free Weight Bench)	\$565.00	each	Supplier Product Code = OSADJ
Abdominal / Sit Up Bench	\$612.00	each	Supplier Product Code = SADB
Smith Press Machine with accompanying weight plates (Counter-Balanced)	\$1,734.00	each	Supplier Product Code = OSSM

ADVANCED EXERCISE EQUIPMENT, INC. 861 SOUTHPARK DRIVE #100, LITTLETON, CO 80120

QUARTERLY PREVENTATIVE MAINTENANCE & REPAIR OF NEW EQUIPMENT	\$350.00	quarterly	Supplier Product Code = PM
MARICOPA COUNTY ADMINISTRATION BUILDING FITNESS CENTER			
Title	Unit Price	UofM	Description
QUARTERLY PREVENTATIVE MAINTENANCE & REPAIR OF EXISTING EQUIPMENT	\$350.00	quarterly	Supplier Product Code = PM
MARICOPA COUNTY SHERIFF'S OFFICE TRAINING CENTER			
Title	Unit Price	UofM	Description
QUARTERLY PREVENTATIVE MAINTENANCE & REPAIR OF EXISTING EQUIPMENT	\$350.00	quarterly	Supplier Product Code = PM

ADDITIONAL PRODUCTS & SERVICES				
Title	Unit Price	UofM	Description	Bidder Notes
Flooring (Modular, Rubber, Dura Flex, Interlocking Tiles, etc.)		square foot	Supplier Product Code = NWR	dozens of styles, colors and sizes
Installation of Flooring		square foot	Supplier Product Code = NWR-INST	
Moving of Exercise Equipment from one location to another		hour	Supplier Product Code = EQ-INST	
Labor Rate for any additional work outside the scope of work	\$69.00	hour	Supplier Product Code = EQ-LAB	

CATALOGED ITEMS - STRENGTH TRAINING EQUIPMENT			
Title	Unit Price	UofM	Description
Various Strength Training Equipment	25.00%	each	Supplier Product Code = EQ-STR
Special Shipping and Handling / Freight Charges	\$348.00	flat rate	Supplier Product Code = STR-FRT
CATALOGED ITEMS - CARDIO FITNESS EQUIPMENT			
Title	Unit Price	UofM	Description
Various Cardio Fitness Equipment	25.00%	each	Supplier Product Code = EQ-CAR

ADVANCED EXERCISE EQUIPMENT, INC. 861 SOUTHPARK DRIVE #100, LITTLETON, CO 80120

Special Shipping and Handling / Freight Charges	\$280.00	flat rate	Supplier Product Code = CAR-FRT
CATALOGED ITEMS - ANY OTHER EQUIPMENT			
Title	Unit Price	UofM	Description
Any Other Equipment	25.00%	each	Supplier Product Code = EQ-MISC
Special Shipping and Handling / Freight Charges	\$75.00	flat rate	Supplier Product Code = MISC-FRT
MARICOPA COUNTY FORENSIC SCIENCE BUILDING FITNESS CENTER			
Title	Unit Price	UofM	Description
Maintenance and Repair of Existing Equipment	\$350.00	quarterly	Supplier Product Code = PM
MARICOPA COUNTY ENVIRONMENTAL SERVICES / AIR QUALITY FITNESS CENTER			
Title	Unit Price	UofM	Description
Maintenance and Repair of Existing Equipment	\$350.00	quarterly	Supplier Product Code = PM

****EFFECTIVE 04/22/16****

MARICOPA COUNTY SHERIFF'S OFFICE HEADQUARTERS BUILDING			
<i>Title</i>	<i>Unit Price</i>	<i>UofM</i>	<i>Description</i>
<i>Quarterly Preventative Maintenance & Repair Of Existing Equipment</i>	<i>\$185.00</i>	<i>quarterly</i>	<i>Supplier Product Code = PM Quarterly Preventative Maintenance by Excel Fitness Repair</i>

PRICING SHEET: NIGP CODES: 80505, 80594 **80534, 80557, 93111, 94836**

Vendor Number: 2011001430 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2014 2015 2016.**

ADVANTAGE FITNESS PRODUCTS, LLC, 1738 BERKELEY STREET, SANTA MONICA, CA 90404

COMPANY NAME: Fitness Ventures International
 DOING BUSINESS AS (DBA) NAME: Advantage Fitness Products, LLC
 MAILING ADDRESS: Corporate Headquarters, 1738 Berkeley Street, Santa Monica, CA 90404
 REMIT TO ADDRESS: Same as above
 TELEPHONE NUMBER: 888-895-0547
 FACSIMILE NUMBER: 425-696-4541
 WEB SITE: www.afproducts.com
 REPRESENTATIVE NAME: Rie Brown-Gordon Stirling
 REPRESENTATIVE TELEPHONE NUMBER: 602-330-8529 415-568-8321
 REPRESENTATIVE E-MAIL: rbrown@afproducts.com gstirling@afproducts.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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Leg Press Machine	\$2,310.00	1	each	Instinct Leg Press/Calf Raise; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System,Please see the attached spec sheet. Delivery and Install costs are included in the total price.
Leg Extension / Leg Curl (Combo Machine)	\$2,045.00	1	each	Instinct Leg Extension/Seated leg Curl; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System,Please see the attached spec sheet. Delivery and Install costs are included in the total price.
Lat Pull Down / Low Row Machine (Multi-Lat / Combo Machine)	\$2,045.00	1	each	Instinct Lat Pulldown/Row; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System,Please see the attached spec sheet. Delivery and Install costs are included in the total price.
Abdominal / Lower Back Machine (Combo Machine)	\$2,045.00	1	each	Instinct Lower Back Extension/Abdominal Curl; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System,Please see the attached spec sheet. Delivery and Install costs are included in the total price.

ADVANTAGE FITNESS PRODUCTS, LLC, 1738 BERKELEY STREET, SANTA MONICA, CA 90404

Chest Press (Multi-Press / Combo Machine)	\$2,045.00	1	each	Instinct Multi-Press; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System, Please see the attached spec sheet. Delivery and Install costs are included in the total price.
Thigh Machine / Hip Machine (Inner & Outer)	\$2,045.00	1	each	Instinct Inner/Outer Thigh Machine; Kevlar Belt Drive System, Pinless Stack w/Lock N Load Weight Selection System, Please see the attached spec sheet. Delivery and Install costs are included in the total price.
Quarterly Preventative Maintenance & Repair Of New Equipment	\$75.00	1	quarterly	Quarterly Preventive Maintenance by Farmer's Fitness Service and Repair.

MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE

Title	Unit Price	Qty	UofM	Bidder Notes
Treadmill (Minimum 4.0 HP)	\$3,810.00	1	each	S-Series Club Treadmill, Waxless Deck system, 5 HP AC motor with 5 Year Warranty on Motor and Motor Control Board (Parts and Labor), AFP Platinum Commercial Warranty 3 Years ALL parts and 3 Years Labor Bumper to Bumper warranty included. Please see the attached spec sheet.
Elliptical (Self Generating)	\$3,025.00	1	each	S-Series Total Body Elliptical Cross Trainer, Self Generating, Polar and Contact Heart Rate, Programs, Personal Fans. Life Time Frame warranty and AFP Platinum Commercial Warranty 3 Years ALL Parts and 3 Years Labor, Bumper to Bumper warranty included. Spec Sheet Attached.
Recumbent Exercise Bike	\$2,140.00	1	each	S-Series Recumbent Bike, Self Generating, Polar and Contact Heart Rate, Programs, Personal Fans, Adjustable Armrests. Life Time Frame warranty and AFP Platinum Commercial Warranty 3 Years ALL Parts and 3 Years Labor, Bumper to Bumper warranty included. Spec Sheet Attached.
Upright Exercise Bike	\$2,040.00	1	each	S-Series Upright Bike, Self Generating, Polar and Contact Heart Rate, Programs, Personal Fans. Life Time Frame warranty and AFP Platinum Commercial Warranty 3 Years ALL Parts and 3 Years Labor, Bumper to Bumper warranty included. Spec Sheet Attached Includes Delivery and Installation in price.
Weight Bench (Adjustable / Free Weight Bench)	\$725.00	1	each	Instinct Commercial Multi-Adjustable Bench. Includes Delivery and Installation in price.
Abdominal / Sit Up Bench	\$725.00	1	each	Instinct Decline/Adjustable Abdominal Bench.
				Includes Delivery and Installation in price.
Smith Press Machine with accompanying weight plates (Counter-Balanced)	\$2,850.00	1	each	Inspiration Counter Balanced Smith Machine Weight Plates included:
				2 X 45lb Rubber Grip Plates
				2 X 35lb Rubber Grip Plates
				2 X 25lb Rubber Grip Plates
				2 X 10lb Rubber Grip Plates
2 X 5lb Rubber Grip Plates				

ADVANTAGE FITNESS PRODUCTS, LLC, 1738 BERKELEY STREET, SANTA MONICA, CA 90404

				2 X 2.5lb Rubber Grip Plates
				Includes Delivery and Installation in price.
Quarterly Preventative Maintenance & Repair Of New Equipment	\$95.00	1	quarterly	Quarterly Preventative Maintenance Farmer's Fitness Service and Repair

MARICOPA COUNTY ADMINISTRATION BUILDING FITNESS CENTER

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$175.00	1	quarterly	Quarterly Preventative Maintenance by Farmer's Fitness Service and Repair

MARICOPA COUNTY SHERIFF'S OFFICE TRAINING CENTER

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$175.00	1	quarterly	Quarterly Preventative Maintenance by Farmer's Fitness Service and Repair

****EFFECTIVE 04/22/16****

MARICOPA COUNTY SHERIFF'S OFFICE HEADQUARTERS BUILDING

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$299.00	1	quarterly	Quarterly Preventative Maintenance by Farmer's Fitness Repair & Services

ADDITIONAL PRODUCTS & SERVICES

Title	Unit Price	Qty	UofM	Bidder Notes
Flooring (Modular, Rubber, Dura Flex, Interlocking Tiles, etc.)		1	square foot	Interlocking Rubber Flooring With Color \$7.50 SQ FT Includes Shipping
Installation of Flooring		1	square foot	2 X Installers \$75.00 per hour per technician \$150.00 Per Hour For Rubber Flooring Installation
Moving of Exercise Equipment from one location to another		1	hour	\$75.00 Per Hour Per Technician

*****ADDED 12/05/2014*****

ADDITIONAL PRODUCTS FOR THE MCSO TRAINING CENTER

Title	Unit Price	Qty	UofM	Bidder Notes
E-Series Total Body Trainer Model # STARE-TBT S/N # SO1000637	\$6,545.00	1	Each	Personal Cooling Fans, Soft Trac Pedals
E-Series Plus Club Treadmill Model # STARE-TRX S/N # SO1000637	\$8,495.00	1	Each	Personal Fans, Aluminum Frame, Waxless, 5HP, 20% Elevation

ADVANTAGE FITNESS PRODUCTS, LLC, 1738 BERKELEY STREET, SANTA MONICA, CA 90404

PRICING SHEET: NIGP CODES: 80505, 80594

Vendor Number: 2011001431 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2014 2015 2016.**

FITLOGISTIX, 857 EAST CEDAR DRIVE, CHANDLER, AZ 85249

COMPANY NAME: FitLogistix LLC
 DOING BUSINESS AS (DBA) NAME: FitLogistix LLC
 MAILING ADDRESS: 857 East Cedar Drive Chandler, AZ 85249
 REMIT TO ADDRESS: 857 East Cedar Drive Chandler, AZ 85249
 TELEPHONE NUMBER: 480 273-4353
 FACSIMILE NUMBER: 480 718-7863
 WEB SITE: www.fitlogistix.com
 REPRESENTATIVE NAME: Danielle Evans
 REPRESENTATIVE TELEPHONE NUMBER: 480 273-4353
 REPRESENTATIVE E-MAIL: dani@fitlogistix.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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE

Title	Unit Price	Qty	UofM	Bidder Notes
Leg Extension / Leg Curl (Combo Machine)	\$1,995.00 -	1-	each-	-Easy to use gas shock assisted adjustable back pad accommodates varying leg lengths -Self-aligning roller pad automatically adjusts to reduce potential stress of the ankle joints -Multiple range of motion adjustments for both exercises
Lat Pull Down / Low Row Machine (Multi-Lat / Combo Machine)	\$1,745.00 -	1-	each-	-Telescoping chest and back pad with integrated thigh hold-down provides proper positioning and support for pulldown and mid row exercises -Dual position hand grips for mid row exercises -Includes ultra lite aluminum lat bar for lat pulldown exercises
Chest Press (Multi Press / Combo Machine)	\$1,745.00 -	1-	each-	-Multiple seat and press arm positions for vertical chest, incline and shoulder press exercises -One handed rotational user support angle adjustment for quick back pad adjustments
Thigh Machine / Hip Machine (Inner & Outer)	\$1,745.00 -	1-	each-	-Adjustable angle back pad to accommodate varying body sizes -Thigh pads swivel for each exercise position -Two foot support positions to provide lower body stability -Exercise arms can be adjusted from the user position

FITLOGISTIX, 857 EAST CEDAR DRIVE, CHANDLER, AZ 85249

Quarterly Preventative Maintenance & Repair Of New Equipment	\$45.00	1	quarterly	
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MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE

Title	Unit Price	Qty	UofM	Bidder Notes
Elliptical (Self-Generating)	\$3,355.00	1	each	Standard 3 Year Parts and Labor Warranty
Recumbent Exercise Bike	\$2,180.00	1	each	Standard 3 Year Parts and Labor Warranty Step Thru Entry
Upright Exercise Bike	\$1,845.00	1	each	Standard 3 Year Parts and Labor Warranty Step Through
Abdominal / Sit Up Bench	\$550.00	1	each	-
Quarterly Preventative Maintenance & Repair Of New Equipment	\$50.00	1	quarterly	

MARICOPA COUNTY ADMINISTRATION BUILDING FITNESS CENTER

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$80.00	1	quarterly	

MARICOPA COUNTY SHERIFF'S OFFICE TRAINING CENTER

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$145.00	1	quarterly	

****EFFECTIVE 04/22/16****

MARICOPA COUNTY SHERIFF'S OFFICE HEADQUARTERS BUILDING

Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of Existing Equipment	\$90.00	1	quarterly	

ADDITIONAL PRODUCTS & SERVICES

Title	Unit Price	Qty	UofM	Bidder Notes
Moving of Exercise Equipment from one location to another		1	hour	100.00 Per Hour for movement of additional equipment.
Labor Rate for any additional work outside the scope of work	\$50.00	1	hour	

FITLOGISTIX, 857 EAST CEDAR DRIVE, CHANDLER, AZ 85249

****ADDED ON 1/15/2015****

MARICOPA COUNTY FITNESS EQUIPMENT				
Title	Unit Price	Qty	UofM	Bidder Notes
Cardio: Leg Press	\$299.38	1	Each	Manufacturer = Paramount Model Number = FW-7800
Cardio: Upright Cycle	\$1,645.00	1	Each	Manufacturer = Matrix Model Number = U3X
Cardio: Recumbent Cycle	\$1,945.00	1	Each	Manufacturer = Matrix Model Number = R3X
Cardio: Elliptical	\$2,995.00	1	Each	Manufacturer = Matrix Model Number = E3X
Strength: Inner / Outer Thigh 170lb Standard	\$1,525.00	1	Each	Manufacturer = Paramount Model Number = FS-52
Strength: Lat / Row 170lb Standard	\$1,525.00	1	Each	Manufacturer = Paramount Model Number = FS-53
Strength: Multi Press, 170lb Standard	\$1,500.00	1	Each	Manufacturer = Paramount Model Number = FS-54R
Strength: Leg Extension / Seated Leg Curl 170lb Standard	\$1,775.00	1	Each	Manufacturer = Paramount Model Number = FS-50
Strength: Ab / Low Back	\$1,425.00	1	Each	Manufacturer = Paramount Model Number = FS-52
Strength: Flat / Incline / Decline Bench	\$525.00	1	Each	Manufacturer = Paramount Model Number = XFW-6700
Strength: Abdominal Crunch Bench	\$474.00	1	Each	Manufacturer = Paramount Model Number = FS-21

ADDED 05/01/2016

MARICOPA COUNTY FITNESS EQUIPMENT				
Title	Unit Price	Qty	UofM	Bidder Notes
Cardio: Treadmill	\$2,790.00	1	Each	Manufacturer = Matrix Model Number = T1x
Cardio: Treadmill	\$3,310.00	1	Each	Manufacturer = Matrix Model Number = T3x
Cardio: Treadmill	\$4,560.00	1	Each	Manufacturer = Matrix Model Number = T5x

FITLOGISTIX, 857 EAST CEDAR DRIVE, CHANDLER, AZ 85249

Cardio: Elliptical	\$2,598.00	1	Each	Manufacturer = Matrix Model Number = E1x
Cardio: Elliptical	\$3,330.00	1	Each	Manufacturer = Matrix Model Number = E3x
Cardio: Recumbent Cycle	\$2,113.00	1	Each	Manufacturer = Matrix Model Number = R3x
Cardio: Upright Cycle	\$1,793.00	1	Each	Manufacturer = Matrix Model Number = U3x
Cardio: Rower	\$1,410.00	1	Each	Manufacturer = Matrix Model Number = Rower
Strength: Adjustable Bench	\$475.00	1	Each	Manufacturer = Batca Model Number = FZ-6
Strength: Urethane Dumbbell Set (10 Pairs) w/Vert Rack	\$733.00	1	Each	Manufacturer = Hampton Model Number = CP-DBU-V10
Strength: Total Body Trainer	\$2,395.00	1	Each	Manufacturer = Matrix Model Number = VY-6099
Strength: Functional Trainer 2:1	\$2,395.00	1	Each	Manufacturer = Matrix Model Number = VY-6044

PRICING SHEET: NIGP CODES: 80505, 80594 **80534, 80557, 93111, 94836**

Vendor Number: 2011001434 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2014 2015 2016.**

FOUNDATION FITNESS, 1732 NW QUIMBY SUITE 250, PORTLAND, OR 97209

COMPANY NAME: Foundation Fitness
 DOING BUSINESS AS (DBA) NAME: Foundation Fitness
 MAILING ADDRESS: 1732 NW Quimby Suite 250, Portland, OR 97209
 REMIT TO ADDRESS: 1906 Grant Ave Unit E, Redondo Beach, CA 90278
 TELEPHONE NUMBER: 310-944-4457
 FACSIMILE NUMBER: 310-634-0335
 WEB SITE: www.foundationfitness.net
 REPRESENTATIVE NAME: Michelle Mills
 REPRESENTATIVE TELEPHONE NUMBER: 310-944-4457
 REPRESENTATIVE E-MAIL: mmills@foundationfitness.net

	<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"/>	n/a
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) n/a OF TOTAL BID AMOUNT

1% 10 DAYS NET 30 DAYS

MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Recumbent Exercise Bike	\$2,077.00	1	each	Free Motion Commercial Recumbent Bike.
Upright Exercise Bike	\$2,077.00	1	each	Free Motion Commercial Upright Bike
ADDITIONAL PRODUCTS & SERVICES				
Title	Unit Price	Qty	UofM	Bidder Notes
Flooring (Modular, Rubber, Dura Flex, Interlocking Tiles, etc.)		1	square foot	by the Dinoflex Group
Installation of Flooring		1	square foot	If Dinoflex Tiles are chosen, the county can put the flooring tiles down themselves without paying extra for installation. Installation is an option as well. Pricing to be determined when needed.

FOUNDATION FITNESS, 1906 GRANT AVE UNIT E, REDONDO BEACH, CA 90278

PRICING SHEET: NIGP CODES: 80505, 80594

Vendor Number: 2011001448 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2014 2015 2016.**

AAA EQUIPMENT REPAIR INC, 1829 S HORNE # 3, MESA, AZ 85204

COMPANY NAME: AAA Equipment Repair Inc
 DOING BUSINESS AS (DBA) NAME: AAA Equipment Repair Inc
 MAILING ADDRESS: 1829 S Horne # 3
 REMIT TO ADDRESS: 1829 S Horne # 3
 TELEPHONE NUMBER: 480-357-3166
 FACSIMILE NUMBER: 480-357-3188
 WEB SITE: www.aaa-fitness.com
 REPRESENTATIVE NAME: Scott Jaime
 REPRESENTATIVE TELEPHONE NUMBER: 480-357-3166 / 480-689-3761 Cell Phone
 REPRESENTATIVE E-MAIL: help@aaa-fitness.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"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) 0% OF TOTAL BID AMOUNT

NET 30 DAYS

MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of New Equipment	\$0.00	1	quarterly	this bid is combined & listed on the cardio & free weight zone preventative maintenance area.
MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE				
Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of New Equipment	\$75.00	1	quarterly	This bid includes the circuit training zone equipment.
MARICOPA COUNTY ADMINISTRATION BUILDING FITNESS CENTER				
Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of New Equipment	\$145.00	1	quarterly	Includes cardio & strength

AAA EQUIPMENT REPAIR INC, 1829 S HORNE # 3, MESA, AZ 85204

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MARICOPA COUNTY SHERIFF'S OFFICE TRAINING CENTER				
Title	Unit Price	Qty	UofM	Bidder Notes
Quarterly Preventative Maintenance & Repair Of New Equipment	\$225.00 -	1	quarterly	Includes cardio & strength

PRICING SHEET: NIGP CODES: 80505, 80594 80534, 80557, 93111, 94836

Vendor Number: _____ 2011000788-0

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending December 31, 2014-2015.

REMOVED EFF. 01/01/2016

EMPLOYEE FITNESS CENTER EQUIPMENT

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a Multiple Awarded contract for the purchase and maintenance of gym equipment located at various Maricopa County Departments throughout the Metropolitan area. Maricopa County intends to award contractors that are capable of providing preventative maintenance for their products as well as existing and future exercise equipment at each location.

Any Maricopa County Using Agency that desires to use this contract for equipment purchases shall first obtain written approval from the BHCP Department for approval of their desired exercise equipment.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.18 and 2.19, 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:

******ALL EQUIPMENT FOR THE FITNESS CENTERS WILL BE USED MORE THAN SIX (6) HOURS A DAY. ALL FITNESS CENTERS ARE 24 HOURS / 7 DAYS A WEEK AND 365 DAYS A YEAR******

2.1 MARICOPA COUNTY FITNESS CENTER / CIRCUIT TRAINING ZONE:

******PLEASE NOTE THAT THIS TRAINING ROOM IS 369 SQUARE FEET (10'5" WIDE X 38'5" LENGTH) PLEASE SUBMIT YOUR EQUIPMENT ACCORDINGLY FOR THE SIX (6) MACHINES LISTED BELOW******

2.1.1 New Strength Training Equipment / Maintenance and Repair of New Equipment (Quarterly Basis)

- 2.1.1.1 Leg Press Machine
- 2.1.1.2 Leg Extension / Leg Curl (Combo Machine)
- 2.1.1.3 Lat Pull Down / Low Row Machine (Multi-Lat / Combo Machine)
- 2.1.1.4 Abdominal / Lower Back Machine (Combo Machine)
- 2.1.1.5 Chest Press (Multi-Press / Combo Machine)
- 2.1.1.6 Thigh Machine / Hip Machine (Inner & Outer)

2.2 MARICOPA COUNTY FITNESS CENTER / CARDIO AND FREE WEIGHT ZONE:

******PLEASE NOTE THAT THE FOLLOWING ITEMS ALL NEED TO BE COMMERCIAL GRADE, STANDARD/BASIC EQUIPMENT, NO UPGRADED COMPONENTS/ENTERTAINMENT FEATURES ARE DESIRED******

2.2.1 New Cardio Fitness Equipment and Free Weights / Maintenance and Repair of New Equipment (Quarterly Basis)

- 2.2.1.1 Treadmill (Minimum 4.0 HP)
- 2.2.1.2 Elliptical (Self Generating)
- 2.2.1.3 Recumbent Exercise Bike
- 2.2.1.4 Upright Exercise Bike
- 2.2.1.5 Weight Bench (Adjustable / Free Weight Bench)
- 2.2.1.6 Abdominal / Sit Up Bench
- 2.2.1.7 Smith Press Machine with accompanying weight plates (Counter-Balanced)

2.3 **EXISTING EQUIPMENT**

2.3.1 **MARICOPA COUNTY ADMINISTRATION BUILDING FITNESS CENTER**

2.3.1.1 **Maintenance and Repair of Existing Equipment (Quarterly Basis)**

- 2.3.1.1.1 Gravitron 2000 AT Stair Master
- 2.3.1.1.2 Tectrix – Climbmax Stair Climber
- 2.3.1.1.3 Elliptical Machine (PrecorUSA- EFX544)
- 2.3.1.1.4 Seated Preacher Curl (Maxicam)
- 2.3.1.1.5 Multi-Hip (Paramount)
- 2.3.1.1.6 Treadmill (Life Fitness CLST)
- 2.3.1.1.7 Elliptical Cross Trainer (Life Fitness CLSX)
- 2.3.1.1.8 Recumbent Lifecycle Bike (Life Fitness CLSR)
- 2.3.1.1.9 Upright Lifecycle Bike (Life Fitness CLSC)
- 2.3.1.1.10 Indoor Rower (CNCPT2 DPM3)
- 2.3.1.1.11 Multi Press (Life Fitness FSMP)
- 2.3.1.1.12 Lateral Pulldown / Low Row (Life Fitness FSLR)
- 2.3.1.1.13 Leg Curl / Extension (Life Fitness FSLCE)
- 2.3.1.1.14 Leg Press / Calf Raise (Life Fitness FSLPC)
- 2.3.1.1.15 Smith Press (Cybex)
- 2.3.1.1.16 Bench Press (Paramount PFM82 Bench)
- 2.3.1.1.17 Flat / Incline Bench (Maxicam)
- 2.3.1.1.18 Decline / Ab (Paramount PFW-7400)
- 2.3.1.1.19 Upright Seat (Maxicam)

2.3.2 **MARICOPA COUNTY SHERIFF'S OFFICE TRAINING CENTER**

2.3.2.1 **Maintenance and Repair of Existing Equipment (Quarterly Basis)**

- 2.3.2.1.1 Concept 2 Indoor Rower (Qty 2)
- 2.3.2.1.2 Power Max Squat Rack (Qty 2)
- 2.3.2.1.3 Power Max Squat Stand (Qty 2)
- 2.3.2.1.4 Power Max GHD Back Extension
- 2.3.2.1.5 Kettle Bells w/rack
- 2.3.2.1.6 Stands (jump on to)
- 2.3.2.1.7 Power Rings (Qty 8)
- 2.3.2.1.8 Weight Lifting Bars
- 2.3.2.1.9 Tuff Stuff Seated Row Machine
- 2.3.2.1.10 Tuff Stuff Lat Pull Down Machine
- 2.3.2.1.11 Tuff Stuff Shoulder Press
- 2.3.2.1.12 Tuff Stuff Rear Delt / Peck Fly
- 2.3.2.1.13 Tuff Stuff Incline Chest Press
- 2.3.2.1.14 Tuff Stuff Chest Press
- 2.3.2.1.15 Tuff Stuff Leg Extension/Curl Machine (Qty 2)
- 2.3.2.1.16 Tuff Stuff Dip Machine
- 2.3.2.1.17 Tuff Stuff Back Extension Machine
- 2.3.2.1.18 Tuff Stuff Sit Up Bench
- 2.3.2.1.19 Tuff Stuff Squat Machine
- 2.3.2.1.20 Tuff Stuff Bench Press
- 2.3.2.1.21 Tuff Stuff Leg Press
- 2.3.2.1.22 Tuff Stuff Smith Machine
- 2.3.2.1.23 Tuff Stuff Shoulder Press
- 2.3.2.1.24 Tuff Stuff Crossover Machine
- 2.3.2.1.25 Tuff Stuff Preacher's Bench
- 2.3.2.1.26 Tuff Stuff Benches (Qty 3)
- 2.3.2.1.27 Tuff Stuff Squat Cage
- 2.3.2.1.28 Stair Master Stair Stepper (Qty 2)

- 2.3.2.1.29 True Stretch Stretching Cage
- 2.3.2.1.30 Medicine Balls
- 2.3.2.1.31 Kettle Bells w/rack
- 2.3.2.1.32 True Elliptical Strider (Qty 3)
- 2.3.2.1.33 True Incline Bike (Qty 3)
- 2.3.2.1.34 True Treadmill (Qty 3)
- 2.3.2.1.35 True Reclining Bike (Qty 3)

2.3.3 MARICOPA COUNTY FORENSIC SCIENCE BUILDING FITNESS CENTER

2.3.3.1 Maintenance and Repair of Existing Equipment (Quarterly Basis)

- 2.3.3.1.1 Star Trac S Series Treadmill (1)
- 2.3.3.1.2 Star Trac S Series Elliptical Trainer (1)

2.3.4 MARICOPA COUNTY ENVIRONMENTAL SERVICES / AIR QUALITY FITNESS CENTER

2.3.4.1 Maintenance and Repair of Existing Equipment (Quarterly Basis)

- 2.3.4.1.1 Star Trac S Series Treadmill (1)
- 2.3.4.1.2 Star Trac S Series Elliptical Trainer (1)
- 2.3.4.1.3 Rowing Machine R100 Primer Rower (1)

2.3.5 MARICOPA COUNTY SHERIFF'S OFFICE HEADQUARTERS BUILDING

2.3.5.1 Maintenance and Repair of Existing Equipment (Quarterly Basis)

- 2.3.5.1.1 Concept 2 Indoor Rower (Qty 2)
- 2.3.5.1.2 Cybex Treadmill 770T (Qty 1)
- 2.3.5.1.3 Octane Elliptical Pro4700 (Qty 1)
- 2.3.5.1.4 Cybex 625C/625R Cycle (Qty 2)
- 2.3.5.1.5 StairMaster SC5 Stair Climber (Qty 2)
- 2.3.5.1.6 Paramount Universal Gym MP 4.0 (Qty 2)
- 2.3.5.1.7 No Limits Timer (Qty 1)
- 2.3.5.1.8 Rogue AbMats (Qty 10)
- 2.3.5.1.9 Paramount Flat/Incline Benches (Qty 3)
- 2.3.5.1.10 10LB Rogue Hi-Temp Bumper (Qty 16)
- 2.3.5.1.11 15LB rogue Hi-Temp Bumper (Qty 4)
- 2.3.5.1.12 25LB Rogue Hi-Temp Bumper (Qty 16)
- 2.3.5.1.13 35LB Rogue Hi-Temp Bumper (Qty 4)
- 2.3.5.1.14 45LB Rogue Hi-Temp Bumper (Qty 16)
- 2.3.5.1.15 2.5LB Ader Black Steel Plates (Qty 6)
- 2.3.5.1.16 5LB Ader Black Steel Plates (Qty 6)
- 2.3.5.1.17 Rogue Weight bars (Qty 6)
- 2.3.5.1.18 Rogue Women's Weight Bars (Qty 2)
- 2.3.5.1.19 Rogue 9 Bar Holder (Qty 1)
- 2.3.5.1.20 Rogue HG Collars (Qty 8)
- 2.3.5.1.21 Rogue Wood Rings Set (Qty 5)
- 2.3.5.1.22 6LB Dynamax Ball (Qty 1)
- 2.3.5.1.23 10LB Dynamax Ball (Qty 1)
- 2.3.5.1.24 14LB Dynamax Ball (Qty 3)
- 2.3.5.1.25 20Lb Dynamax Ball (Qty 3)
- 2.3.5.1.26 Rogue 3 Tier Storage System (Qty 2)
- 2.3.5.1.27 York Rubber Hex Dumbbell 5LB (Qty 2)
- 2.3.5.1.28 York Rubber Hex Dumbbell 10LB (Qty 2)
- 2.3.5.1.29 York Rubber Hex Dumbbell 15LB (Qty 2)
- 2.3.5.1.30 York Rubber Hex Dumbbell 20LB (Qty 2)
- 2.3.5.1.31 York Rubber Hex Dumbbell 25LB (Qty 2)

- 2.3.5.1.32 York Rubber Hex Dumbbell 30LB (Qty 2)
- 2.3.5.1.33 York Rubber Hex Dumbbell 35LB (Qty 2)
- 2.3.5.1.34 York Rubber Hex Dumbbell 40LB (Qty 2)
- 2.3.5.1.35 York Rubber Hex Dumbbell 45LB (Qty 2)
- 2.3.5.1.36 York Rubber Hex Dumbbell 50LB (Qty 2)
- 2.3.5.1.37 York Rubber Hex Dumbbell 55LB (Qty 2)
- 2.3.5.1.38 York Rubber Hex Dumbbell 60LB (Qty 2)
- 2.3.5.1.39 York Rubber Hex Dumbbell 65LB (Qty 2)
- 2.3.5.1.40 York Rubber Hex Dumbbell 70LB (Qty 2)
- 2.3.5.1.41 York Rubber Hex Dumbbell 75LB (Qty 2)
- 2.3.5.1.42 York Rubber Hex Dumbbell 80LB (Qty 2)
- 2.3.5.1.43 York Rubber Hex Dumbbell 85LB (Qty 2)
- 2.3.5.1.44 Ader Premier Kettlebell 18LB (Qty 1)
- 2.3.5.1.45 Ader Premier Kettlebell 26LB (Qty 2)
- 2.3.5.1.46 Ader Premier Kettlebell 35LB (Qty 4)
- 2.3.5.1.47 Ader Premier Kettlebell 44LB (Qty 1)
- 2.3.5.1.48 Ader Premier Kettlebell 53LB (Qty 4)
- 2.3.5.1.49 Ader Premier Kettlebell 70LB (Qty 2)
- 2.3.5.1.50 Rogue GH-1 Abram GHD Econ Foot Pad (Qty 1)
- 2.3.5.1.51 Rogue W-20 Rack System (Qty 1)
- 2.3.5.1.52 Rogue Matador Dip Bar (Qty 2)
- 2.3.5.1.53 Rogue Wall Ball Targets (Qty 3)
- 2.3.5.1.54 Rogue Dirty South Bars (Qty 2)
- 2.3.5.1.55 Rogue Adjustable Bench (Qty 2)
- 2.3.5.1.56 Rogue Ultra Speed Cable Rope (Qty 8)
- 2.3.5.1.57 Rogue Games Box 20/24/30 (Qty 5)

2.4 **ADDITIONAL PRODUCTS & SERVICES:**

- 2.4.1.1 Additional Products & Services to be performed at a later date that ultimately depend upon the needs of the individual using agencies:
 - 2.4.1.2 Flooring (Modular, Rubber, Dura Flex, Interlocking Tiles, etc.)
 - 2.4.1.3 Installation of Flooring
 - 2.4.1.4 Moving of Exercise Equipment from one location to another

2.5 **FULL MAINTENANCE & REPAIR SERVICE SPECIFICATIONS:**

The Contractor shall provide a full maintenance and repair service on all new equipment purchased, all existing equipment and future equipment under this Contract.

2.5.1 **CARDIO EQUIPMENT:**

- 2.5.1.1 Once a month vacuum under cardio equipment.
- 2.5.1.2 Look for & inspect for worn or fraying belts on treadmills.
- 2.5.1.3 Look for & inspect equipment for loose parts or hardware.
- 2.5.1.4 Never spray cleaners directly onto upper electronic panel.
- 2.5.1.5 Never use rough towels or rags to clean or wipe down equipment.
- 2.5.1.6 Never use WD 40 or Silicone on belts and decks.

2.5.2 **STRENGTH EQUIPMENT:**

- 2.5.2.1 Lube all guide-rods with water based silicone, nothing else ever.
- 2.5.2.2 Look for & inspect for worn or fraying cables or Kevlar belts on all selectorized strength equipment.
- 2.5.2.3 Look for & inspect equipment for loose parts or hardware.
- 2.5.2.4 Look for loose connections to weight stacks.

- 2.5.2.5 Look for worn out cable attachment hooks or worn swivels on attachment handles.
- 2.5.2.6 Look for worn out rubber hand grips.
- 2.5.2.7 Never lube cables or pulleys.

2.5.3 **MISC EQUIPMENT:**

- 2.5.3.1 Look for worn or damaged bars and attachments.
- 2.5.3.2 Look for loose end bolts on Olympic bars.
- 2.5.3.3 Look for worn or chipped Olympic plates.
- 2.5.3.4 Look for loose end bolts or heads on dumbbells.
- 2.5.3.5 Look for badly chipped coatings on dumbbells.
- 2.5.3.6 Look for worn or leaking stability or BOSU balls

2.6 DELIVERY AND INSTALLATION:

- 2.6.1 Supplies or equipment shall be delivered between the hours of 8:00am and 5:00pm, Monday through Friday, except on State recognized holidays.
- 2.6.2 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.
- 2.6.3 Delivery shall be F.O.B. Destination Freight Prepaid within ten (10) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.7 EXPEDITED DELIVERY:

- 2.7.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.7.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.7.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.8 SHIPPING DOCUMENTS:

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

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

2.9 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:

Phoenix, Arizona 85003

2.10 OPERATING MANUALS:

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

2.11 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.12 ACCEPTANCE:

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

2.13 TRAINING:

The Contractor shall provide a minimum of eight (8) hours to completely train County personnel in the use and care of the equipment.

2.14 WARRANTY:

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

2.14.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

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

2.14.2.2 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.

2.15 AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local 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.

2.16 BRAND NAME:

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

2.17.3 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 (www.maricopa.gov/finance/vendors).

2.17.4 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.

2.18 TAX:

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

2.19 APPLICABLE TAXES:

2.19.1 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.

2.19.2 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.

2.19.3 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.

2.20 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful

Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.21 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

3.5 INSURANCE REQUIREMENTS

- 3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- 3.5.9.1 **Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**

3.5.10 Automobile Liability:

3.5.10.1 **Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor’s owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor’s work or services under this Contract.**

3.5.11 Workers’ Compensation:

3.5.11.1 **Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of the work or services under this Contract; and Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

3.5.11.2 **Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers’ Compensation and Employer’s Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.**

3.5.12 Certificates of Insurance.

3.5.12.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

~~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 (see Exhibit 2), 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.~~

3.5.12.2 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.

3.5.12.3 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.

3.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy

that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

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

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

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

3.11.1.4 **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.**

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

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

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

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

3.17 AMENDMENTS:

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

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

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

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

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

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

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 3.22.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**
- 3.22.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.23 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

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

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

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

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

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

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and

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

- 3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

- ~~3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.~~
- ~~3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by

subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 **VOLUNTARY EMPLOYEE DISCOUNTS**

3.29.1 **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.**

3.29.2 **Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the contractor and the employee. If a discount is offered, the terms will be announced to County employees.**

3.30 **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.

3.31 **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.

3.32 **CRIME:**

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than \$500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

3.33 **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.