

**SERIAL 13072 LOI TRANSPORTATION SERVICES WITHIN MARICOPA COUNTY**

**DATE OF LAST REVISION: June 06, 2013**

**CONTRACT END DATE: June 30, 2018**

**CONTRACT PERIOD THROUGH JUNE 30, 2018**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **TRANSPORTATION SERVICES WITHIN MARICOPA COUNTY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 06, 2013**.

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

MB/mm  
Attach

Copy to: Office of Procurement Services  
John Garcia, MCAO  
Sandra Allen, Public Defender  
Pat Soria, County Administration Office  
Cheryl Rentscheler, Public Health

(Please remove Serial 06043-LOI from your contract notebooks)

**APACHE TAXI LLC, PO BOX 7982, TEMPE AZ 85281**

COMPANY NAME: APACHE TAXI LLC

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: P.O. BOX 7982 TEMPE, AZ 85281

REMIT TO ADDRESS: P.O. BOX 7982 TEMPE, AZ 85281

TELEPHONE NUMBER: 480-804-1000

FACSIMILE NUMBER: 480-556-1896

WEB SITE: www.apachetaxi.com

REPRESENTATIVE NAME: ABBAS NAINI

REPRESENTATIVE TELEPHONE NUMBER: 602-697-9008

REPRESENTATIVE E-MAIL: apachetaxianaini@gmail.com

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

NET 45 DAYS

Title	Qty	UofM	Bidder Notes					
Taxi Services	1	trip	<p><b>Services Offered (Yes or No): Yes</b></p> <p>Apache Taxi provides transportation service in the Phoenix Metropolitan area and surrounding cities. Friendly efficient dispatchers are on staff 24/7 to assist callers. Fast computer dispatching and GPS tracking enable our fleet to reach passengers quickly. Apache Taxi serves customers "on demand" and "pre-scheduled." Online ordering is available. With safety as a primary focus, all drivers must pass mandatory drug testing, background screening, and attend ongoing driving safety classes.</p> <p>Our vehicles are maintained to high standards with regular servicing. Apache Taxi's fleet consists largely of newer model low emission hybrids and alternative fuel vehicles.</p> <p>Rates proposed for taxi service are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$2.50 Pick Up</td></tr> <tr><td>\$1.90 per Mile</td></tr> <tr><td>\$16.00 Minimum Trip Fee</td></tr> <tr><td>\$30.00 per hour Wait Time/Traffic Delay</td></tr> <tr><td>\$15.00 No Show Fee when caller cancels at the door</td></tr> </table>	\$2.50 Pick Up	\$1.90 per Mile	\$16.00 Minimum Trip Fee	\$30.00 per hour Wait Time/Traffic Delay	\$15.00 No Show Fee when caller cancels at the door
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**APACHE TAXI LLC, PO BOX 7982, TEMPE AZ 85281**

Ambulatory / Accessable Van	1	trip	<p><b>Services Offered (Yes or No): Yes</b></p> <p>With 7 plus years' management experience providing reliable medical transportation in the valley, Apache Taxi currently has a consistently positive reputation among the medical voucher companies we provide service to.</p> <p>Our fleet consists of several types of vehicles with different capabilities to fit the needs of every client. These include wheelchair vans, ambulatory vans, and ambulatory sedans. All our vehicles are newer models, air conditioned, clean, insured and bonded.</p> <p>Fast computer dispatch with GPS tracking ensures timely service for all passengers. Friendly dispatchers are available 24/7. Online ordering is available.</p> <p>Rates proposed for ambulatory service are as follows:</p> <table border="1" data-bbox="740 674 1443 957"> <tr><td> </td></tr> <tr><td>\$2.50 Pick Up</td></tr> <tr><td>\$1.90 per Mile</td></tr> <tr><td>\$16.00 Minimum Trip Fee</td></tr> <tr><td>\$30.00 per hour Wait Time/Traffic Delay</td></tr> <tr><td>\$15.00 No Show Fee when caller cancels at the door</td></tr> <tr><td> </td></tr> </table> <p>Rates proposed for ambulatory accessible van service are as follows:</p> <table border="1" data-bbox="740 1024 1443 1230"> <tr><td>\$15.00 Load Fee</td></tr> <tr><td>\$2.30 per Mile</td></tr> <tr><td>\$16.00 Minimum Trip Fee</td></tr> <tr><td>\$23.00 per hour Wait Time/Traffic Delay</td></tr> <tr><td>\$15.00 No Show Fee when caller cancels at the door</td></tr> </table>		\$2.50 Pick Up	\$1.90 per Mile	\$16.00 Minimum Trip Fee	\$30.00 per hour Wait Time/Traffic Delay	\$15.00 No Show Fee when caller cancels at the door		\$15.00 Load Fee	\$2.30 per Mile	\$16.00 Minimum Trip Fee	\$23.00 per hour Wait Time/Traffic Delay	\$15.00 No Show Fee when caller cancels at the door
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Airport Pick-Up	1	trip	<p><b>Services Offered (Yes or No): Yes</b></p> <p>Apache Taxi has been contracted with City of Phoenix Sky Harbor Airport to provide curbside taxi service since 2010. Apache Taxi has maintained good standing with City of Phoenix by providing excellent service. No reservations are needed for airport pick up – simply find an Apache Taxi at the curb or request the airport attendant to call one from our nearby holding lot. Curbside convenience and knowledgeable drivers provide a quality experience.</p> <p>Contract rates for taxi service at Sky Harbor Airport are set by City of Phoenix and therefore apply to the Apache Taxi airport fleet. Those rates are as listed:</p> <table border="1" data-bbox="740 1619 1443 1850"> <tr><td> </td></tr> <tr><td>\$5.00 First Mile</td></tr> <tr><td>\$2.30 Each Additional Mile</td></tr> <tr><td>\$1.00 Trip Charge</td></tr> <tr><td>\$16.00 Minimum Trip Charge</td></tr> <tr><td>\$23.00 per hour Traffic Delay</td></tr> </table>		\$5.00 First Mile	\$2.30 Each Additional Mile	\$1.00 Trip Charge	\$16.00 Minimum Trip Charge	\$23.00 per hour Traffic Delay						
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23 Passenger Mini Bus W/ Wheel Chair	1	trip	<b>Services Offered (Yes or No): no</b>												
47 Passenger Coach Bus	1	trip	<b>Services Offered (Yes or No): no</b>												

APACHE TAXI LLC, PO BOX 7982, TEMPE AZ 85281

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011000738 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018.**

**CROWN SEDAN, PO BOX 11164, SCOTTSDALE AZ 85271**

COMPANY NAME: Crown Sedan & Limousine Services LLC  
 DOING BUSINESS AS (DBA) NAME: Crown Sedan  
 MAILING ADDRESS: PO Box 11164 Scottsdale, AZ 85271  
 REMIT TO ADDRESS: PO Box 11164 Scottsdale, AZ 85271  
 TELEPHONE NUMBER: 480-699-7246  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: www.crownsedan.com  
 REPRESENTATIVE NAME: Martin Castillo  
 REPRESENTATIVE TELEPHONE NUMBER: 602.549.8828  
 REPRESENTATIVE E-MAIL: mcastillo@crownsedan.com

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

NET 30 DAYS                       2% 10 DAYS NET 30 DAYS

<b>Title</b>	<b>Qty</b>	<b>UofM</b>	<b>Bidder Notes</b>
Taxi	1	trip	<b>Services Offered (Yes or No): Yes</b> SEDAN SERVICES: Point-to-point, charters, transfers, special occasions, events, business luncheons, meetings, client/employee transportation, VIP transport, appointments and airport transportation
Ambulatory / Accessable Van	1	trip	<b>Services Offered (Yes or No): No</b>
Airport Pick-Up	1	trip	<b>Services Offered (Yes or No): Yes</b> SEDAN SERVICES: Airport pickup/drop-off, Point-to-point, charters, transfers, special occasions, events, business luncheons, meetings, client/employee transportation, VIP transport, and other appointments
23 Passenger Mini Bus W/ Wheel Chair	1	trip	<b>Services Offered (Yes or No): No</b>
47 Passenger Coach Bus	1	trip	<b>Services Offered (Yes or No): No</b>

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003342 0  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **June 30, 2018.**

**ELITE TAXI CAB LLC, 2040 W BUCKEYE RD AVE, PHOENIX AZ 85009**

COMPANY NAME: Elite Taxi Cab LLC

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: 2040 W Buckeye Rd Phoenix Arizona 85009

REMIT TO ADDRESS: 2040 W Buckeye Rd Phoenix Arizona 85009

TELEPHONE NUMBER: 602-507-6162

FACSIMILE NUMBER: 602-507-6161

WEB SITE: EliteTaxiCabAZ.com

REPRESENTATIVE NAME: Harry Garewal

REPRESENTATIVE TELEPHONE NUMBER: 602-796-5191

REPRESENTATIVE E-MAIL: hgarewal@trinandassociates.com

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

NET 30 DAYS

Title	Qty	UofM	Bidder Notes
Taxi	1	trip	Services Offered (Yes or No): yes
Ambulatory / Accessable Van	1	trip	Services Offered (Yes or No): No
			We have ambulatory/accessible vans available.
Airport Pick-Up	1	trip	Services Offered (Yes or No): No
23 Passenger Mini Bus W/ Wheel Chair	1	trip	Services Offered (Yes or No): No
47 Passenger Coach Bus	1	trip	Services Offered (Yes or No): No

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003368 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018.**

**VISIT N CARE DBA: LUXWAY MEDICAL TRANSPORT, 7846 W TUCKEY LANE, GLENDALE AZ 85303**

COMPANY NAME: GenerosityLimo.com LLC  
 DOING BUSINESS AS (DBA) NAME: LUXWAY MEDICAL TRANSPORT  
 MAILING ADDRESS: 7846 W TUCKEY LN GLENDALE, AZ 85303  
 REMIT TO ADDRESS: 7846 W TUCKEY LN GLENDALE, AZ 85303  
 TELEPHONE NUMBER: 623.850.1005  
 FACSIMILE NUMBER: 1855.950.7500  
 WEB SITE: www.luxwaymedicaltransport.com  
 REPRESENTATIVE NAME: Dave Rumicho  
 REPRESENTATIVE TELEPHONE NUMBER: 602.930.8424  
 REPRESENTATIVE E-MAIL: Info@luxwaymedicaltransport.com

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

NET 30 DAYS

<b>Title</b>	<b>Qty</b>	<b>UofM</b>	<b>Bidder Notes</b>
Taxi	1	trip	<b>Services Offered (Yes or No):</b> Yes
Ambulatory / Accessable Van	1	trip	<b>Services Offered (Yes or No):</b> Yes
Airport Pick-Up	1	trip	<b>Services Offered (Yes or No):</b> Yes
23 Passenger Mini Bus W/ Wheel Chair	1	trip	<b>Services Offered (Yes or No):</b> No
47 Passenger Coach Bus	1	trip	<b>Services Offered (Yes or No):</b> No

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003345 0  
 Certificates of Insurance: Required  
 Contract Period: To cover the period ending **June 30, 2018.**

**SALT RIVER TRANSPORTATION LLC, 8725 E WHITTON AVE, SCOTTSDALE AZ 85251**

COMPANY NAME: Salt River Transportation LLC.  
 DOING BUSINESS AS (DBA) NAME: Salt River Taxi Cab  
 MAILING ADDRESS: 8725 E. Whitton Ave. Scottsdale Az. 85251  
 REMIT TO ADDRESS: P.O. Box 0081 Scottsdale Az. 85252  
 TELEPHONE NUMBER: 480-949-7433  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: \_\_\_\_\_  
 REPRESENTATIVE NAME: Maria D. Delopez  
 REPRESENTATIVE TELEPHONE NUMBER: 480-748-3073  
 REPRESENTATIVE E-MAIL: saltrivertransport@yahoo.com

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

NET 30 DAYS

<b>Title</b>	<b>Qty</b>	<b>UofM</b>	<b>Bidder Notes</b>
Taxi	1	trip	<b>Services Offered (Yes or No):</b> yes
Ambulatory / Accessable Van	1	trip	<b>Services Offered (Yes or No):</b> yes
Airport Pick-Up	1	trip	<b>Services Offered (Yes or No):</b> yes
23 Passenger Mini Bus W/ Wheel Chair	1	trip	<b>Services Offered (Yes or No):</b> no
47 Passenger Coach Bus	1	trip	<b>Services Offered (Yes or No):</b> no

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003356 0  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **June 30, 2018.**

**TOTAL TRANSIT, 4600 W. CAMELBACK RD., GLENDALE AZ 85301**

COMPANY NAME: Total Transit

DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_

MAILING ADDRESS: 4600 W. Camelback Rd. Glendale, AZ 85301

REMIT TO ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: 602-200-5500

FACSIMILE NUMBER: 602-200-5505

WEB SITE: www.totaltransit.com

REPRESENTATIVE NAME: Diana Vowels

REPRESENTATIVE TELEPHONE NUMBER: 602-200-5500

REPRESENTATIVE E-MAIL: dvowels@totaltransit.com

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

NET 30 DAYS

Title	Qty	UofM	Bidder Notes
Taxi	1	trip	<b>Services Offered (Yes or No):</b> Yes We offer over 700 cabs in the Phoenix Metro area. A clean taxi driven by a well-trained and drug-tested driver will be at your service quickly.
Ambulatory / Accessable Van	1	trip	<b>Services Offered (Yes or No):</b> Yes We have ambulatory/accessible vans available.
Airport Pick-Up	1	trip	<b>Services Offered (Yes or No):</b> No
23 Passenger Mini Bus W/ Wheel Chair	1	trip	<b>Services Offered (Yes or No):</b> No
47 Passenger Coach Bus	1	trip	<b>Services Offered (Yes or No):</b> No

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003337 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2018.**

**TYMON LLC MEDICAL TRANSPORTATION, 8016 S. 32<sup>ND</sup> WAY, PHOENIX, AZ 85041**

COMPANY NAME: Tymon LLC  
 DOING BUSINESS AS (DBA) NAME: Non-emergency Medical Transportation  
 MAILING ADDRESS: 8016 S. 32nd Way, Phoenix, AZ 85042  
 REMIT TO ADDRESS: 8016 S. 32nd Way, Phoenix, AZ 85042  
 TELEPHONE NUMBER: 480-612-4377 OR 480-201-4326  
 FACSIMILE NUMBER: 480-517-4828  
 WEB SITE: www.tymonmedtransport.com  
 REPRESENTATIVE NAME: Mohamed Abdelhabib  
 REPRESENTATIVE TELEPHONE NUMBER: 480-201-4326  
 REPRESENTATIVE E-MAIL: tymonmedtrans@gmail.com

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

NET 15 DAYS

Title	Qty	UofM	Bidder Notes
Taxi	1	trip	Services Offered (Yes or No): Yes
Ambulatory / Accessable Van	1	trip	Services Offered (Yes or No): YES
Airport Pick-Up	1	trip	Services Offered (Yes or No): YES
23 Passenger Mini Bus W/ Wheel Chair	1	trip	Services Offered (Yes or No): YES
47 Passenger Coach Bus	1	trip	Services Offered (Yes or No): No

PRICING SHEET: NIGP CODE 96217

Vendor Number: 2011003346 0  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **June 30, 2018.**

**TRANSPORTATION SERVICES WITHIN MARICOPA COUNTY****1.0 INTENT:**

Maricopa County is seeking Letters of Interest (LOI) from Phoenix-area transportation providers indicating their interest in entering into an agreement to provide transportation service within Maricopa County for County employees, witnesses and clients. Taxi or shuttle van service will be the primary needs, though service for individuals with special transportation needs will also be included. The County intends to establish a list of transportation providers and if interested, parties should respond by submitting information on the above services.

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:**

Provider agrees to be responsible to provide all labor, materials, vehicles and facilities to provide services.

**2.1 Availability**

Provider agrees to provide twenty-four hour per day availability, including twenty-four hour switchboard.

**2.2 Authorization**

Provider agrees to provide services only upon request of authorized representatives of each County department.

**2.3 Response Time**

Provider agrees that agreed-upon pickup time for scheduled service shall not exceed fifteen (15) minutes prior to or after the requested scheduled time. Response time for immediate service shall be no longer than 30 minutes from time of call.

**2.4 Gratuity**

Provider agrees that a 15% gratuity for the driver shall be included in the fare of each ride and not provided separately. Provider agrees that its drivers will not request gratuities from passengers.

**2.5 Intermediate Stops**

Provider agrees there will be instances when the passenger must stop at a pharmacy or like establishment for medical items. Drivers will make such stops if requested by passenger. If agreed, the meter will continue to run during the period of time the passenger is out of the vehicle. Such stops should be noted on the trip ticket.

**2.6 Additional Fares**

Provider agrees that in the case of passenger sedan taxi service, the Provider shall not transport additional (non-County) fares in conjunction with fares transported under this Agreement. This does not apply to shuttle van services equipped for multiple-passenger and/or multiple fares.

2.7 Vehicle Registration

Provider agrees that all Provider vehicles shall be licensed and registered in the State of Arizona for providing this type of service and to meet Motor Vehicle Division requirements. Each Provider is required to maintain good standing and keep its licensure with the State of Arizona's Weights and Measures throughout the term of this contract. Vendors with multiple complaints listed on the Arizona Department of Weights and Measures may be cause for removal from or non-award the contract.

2.8 Invoices

Provider agrees to submit an itemized invoice on a monthly basis to each department utilizing this service. Included on the invoice must be date of trip, name of passenger (or other identifier), pick-up location, drop-off location, amount of fare, amount of gratuity, name of driver, and vehicle number.

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

2.8.2 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>).

2.8.3 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.

2.9 Background Investigations/Drug Testing

Provider agrees that, at Provider's own cost, Provider shall perform certified criminal and motor vehicle background investigations and random drug testing on all drivers providing service to Maricopa County departments. Provider further agrees that representatives from Maricopa County shall have access to these records for verification of compliance with this requirement.

2.10 USAGE REPORT:

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

2.11 TAX:

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.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Letter of Interest is for awarding a firm, fixed price purchasing contract to cover a Five (5) year term.

**3.2 OPTION TO RENEW:**

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 INDEMNIFICATION:**

3.3.1 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.

3.3.2 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.

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

**3.4 INSURANCE:**

3.4.1 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 "A". 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.

3.4.2 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.

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

3.4.4 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.

3.4.5 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.

- 3.4.6 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.
- 3.4.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.4.8 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.
- 3.4.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.4.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$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 under this Contract.
- 3.4.11 Workers' Compensation:
- 3.4.11.1 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.
- 3.4.11.2 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.
- 3.4.12 Certificates of Insurance.
- 3.4.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS**

**REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

3.4.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.13 Cancellation and Expiration Notice.

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

3.5 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.

3.6 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.

3.7 ORDERING AUTHORITY.

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 Maricopa 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.

3.7.3 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 products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7.4 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 Respondent.

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 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

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

3.12 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.

3.13 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.

**3.14 ADDITIONS/DELETIONS OF SERVICE:**

3.14.1 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.

3.14.2 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.

**3.15 SUBCONTRACTING:**

3.15.1 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.

3.15.2 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.

**3.16 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.

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

3.17.1 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.

3.17.2 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 AUDIT DISALLOWANCES:**

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

3.19 **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 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.22.1 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:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 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;

3.22.1.3 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

3.22.1.4 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.

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

3.22.3 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.

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

3.23.1 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.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 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.

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

3.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.

3.24.2 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.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

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

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