

SERIAL 16092 S ARMORED CAR SERVICES

DATE OF LAST REVISION: May 05, 2016

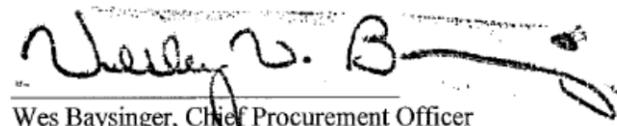
CONTRACT END DATE: May 31, 2017

CONTRACT PERIOD THROUGH MAY, 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ARMORED CAR SERVICES**

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 **May 05, 2016**.

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


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/jl
Attach

Copy to: Office of Procurement Services
 Susan Lanzillo, Finance

(Please remove Serial 09113-S from your contract notebooks)

DUNBAR ARMORED, INC., 50 SCHILLING ROAD, HUNT VALLEY, MD 21031

COMPANY NAME: Dunbar Armored, Inc.
 DOING BUSINESS AS (DBA) NAME: Dunbar Armored, Inc.
 MAILING ADDRESS: 50 Schilling Road, Hunt Valley, MD 21031
 REMIT TO ADDRESS: P.O. Box 64115, Baltimore, MD 21264-4115
 TELEPHONE NUMBER: 800-830-9611
 FACSIMILE NUMBER: _____
 WEB SITE: www.dunbararmored.com
 REPRESENTATIVE NAME: Doug Howard
 REPRESENTATIVE TELEPHONE NUMBER: 602-454-9500
 REPRESENTATIVE E-MAIL: Douglas.Howard@dunbararmored.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"/>	No
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

Terms: NET 30
 NIGP code: 99010
 Vendor Number: W000003101 X
 Telephone Number: 410-229-1906
 Fax Number: 410-229-1907
 Contact Person: Doug Howard
 E-mail Address: Douglas.Howard@dunbararmored.com
 Certificates of Insurance: Required
 Contract Period: To cover the period ending **May 31, 2017.**

ARMORED CAR SERVICES

1.0 INTENT:

The intent of this solicitation is to provide secure transport of cash and other negotiable documents for various Maricopa County agencies, by way of armored car.

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

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

2.0 SPECIFICATIONS:

- 2.1 The Contractor is required to perform a pick-up on the designated day between 8:00 A.M. - 5:00 P.M. *Refer to Attachment A; for the specific locations and schedules.*
- 2.2 Certified signatures of each authorized collector, or other "foolproof" security method to maximize security efforts shall be utilized for protection of both the contractor and the County. *Written notice of contractor procedural changes must be furnished to County and to each service location listed in Attachment A. Contractor procedural changes are subject to approval by the County.*
- 2.3 The County agrees to prepare and package each shipment in sealed package(s) or container(s) and mark it properly. The value of the contents shall be clearly shown on the outside of each package. The Contractor has the right to refuse to transport any package which is not properly marked.
- 2.4 The Contractor is liable for packages and monies upon signing a receipt for such items, and giving that receipt to a designated authorized County representative.
- 2.5 Any and all claims must be made within sixty (60) calendar days.
- 2.6 The County agrees to assist the Contractor in its efforts to recover any lost or stolen property.
- 2.7 Authorized armed collectors (contractor) will call at the locations listed in Attachment A, Monday through Friday except County holidays. Contractor will accept sealed or locked packages and/or packages containing property, which will be delivered to a designated depository in the same condition as, received. The Contractor will issue receipt for all property to be transported by the contractor.
- 2.8 "Property" as used herein is defined as: Currency, coins, precious metals, notes, bonds, securities, and all items of value.
- 2.9 All deposits are to be delivered to the Drop off Offices on the same day they are picked up.
- 2.10 The FHC locations pickup and deliveries are to be handled as follows:

Contractor picks up two bags at FHC facilities (one plastic deposit bag & one blue zip/lock documentation bag). The plastic bag shall be delivered to the JP Morgan Chase Vault. The blue zip/lock bag shall be delivered to the FHC Business office the next service day in the A.M. (between 8:00 – 8:30 A.M.). When the contractor delivers the blue FHC bags, they also pick up the Business Office deposit to go to the vault and the empty blue bags to go back to the FHC's the next morning.
- 2.11 The County Jails (MCSO) will have pickups for JP Morgan Chase vault. Each container/bag will be labeled with the appropriate delivery address.

- 2.12 The Contractor should understand that the County may require discontinuing service to any of the listed locations, and may require modification of the service to any of the listed locations. Additional locations for service may be added. The contractor will be notified of any changes and the effective date of such and will be asked to respond appropriately. Additional service requests will require a quotation for services from the contractor for inclusion into the contract.
- 2.13 Maricopa County Emergency Response Plan
- 2.13.1 Upon Request, the Contractor shall have the ability to provide dedicated, secure, full-size armored vehicle(s) with two trained armed guards per vehicle for use by Maricopa County to pick up and deliver medical supplies, pharmaceuticals, and/or equipment throughout Maricopa County as a result of a natural, biological, chemical, or nuclear event and/or the implementation of the Maricopa County Emergency Response Plan.
- 2.13.2 Contractor shall provide the following:
- 2.13.2.1 Dedicated Armored Vehicle(s)
- 2.13.2.2 Crew of two certified and trained armed guards
- 2.13.2.3 Armored vehicle and certified personnel within four (4) hours of notice to Contractor
- 2.13.2.4 Staff shall participate in training classes and exercises.
- 2.13.3 Maricopa County Department of Public Health will:
- 2.13.3.1 Provide training to designated transport staff
- 2.13.3.2 Include appropriate staff in exercise activities
- 2.13.3.3 Provide associated education to contractor staff
- 2.13.4 Contact Name and Information for the Maricopa County Emergency Response Plan:
- Maricopa County Department of Public Health
Office of Preparedness
Eugene See
4041 N. Central Ave. Suite 600
Phoenix, AZ 85012
Office: (602) 372-2667
Mobile: (602) 527-1915
Fax: (602) 372-2656
Email: eugenese@mail.maricopa.gov

3.0 PURCHASING REQUIREMENTS:

3.1 USAGE REPORT:

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

3.2 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited

to)the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.3 INVOICES AND PAYMENTS:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

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

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

3.4 APPLICABLE TAXES:

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

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

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including

transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 DELIVERY:

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

3.7 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

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

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

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

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

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

4.4 INDEMNIFICATION:

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

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

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

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

4.5 INSURANCE.

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its

option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 **Workers' Compensation.**

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

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

4.5.11 **Professional Liability.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

4.5.12 **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.

4.5.13 Certificates of Insurance.

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

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

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

4.5.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

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

4.7 REQUIREMENTS CONTRACT:

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

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

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

4.8 Suspension of Work

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

4.9 Stop Work Order

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

4.9.1 Cancel the stop-work order; or

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

4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

4.11 TERMINATION FOR DEFAULT:

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

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

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

4.11.3 Perform any of the other provisions of this contract.

4.11.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.12 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.

4.13 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.

4.14 SUBCONTRACTING:

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

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

4.15 AMENDMENTS:

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

4.16 ADDITIONS/DELETIONS OF SERVICE:

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

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

4.17.1 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.

4.17.2 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.

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

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

4.19 RIGHTS IN DATA:

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

4.20 RELATIONSHIPS:

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

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

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.22.1.2 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 statues or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.22.1.3 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

4.22.1.4 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.

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

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

4.23.1 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.

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.24 CONTRACTOR LICENSE REQUIREMENT:

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

4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

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

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

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

4.26 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.

Attachment A

Loc #	Name	Address2	City	Zip	MONTHLY FEE	ON CALL PER TRIP	Monday	Tuesday	Wednesday	Thursday	Friday	# of Svc Days/Wk	Comments
1	MARICOPA PUBLIC HEALTH	3221 N. 16TH STREET	Phoenix	85008	\$316.96	\$40.00	x	x	x	x	x	5	
1	RABIES ANIMAL CONTROL	2500 S 27TH AVE	Phoenix	85009	\$316.96	\$40.00	x	x	x	x	x	5	
2	AVONDALE F.H.C.	950 EAST VAN BUREN	Avondale	85323	\$98.30	\$40.00					x	1	
2	FOURTH AVENUE JAIL SIMS	201 SOUTH 4TH AVENUE	Phoenix	85003	\$155.88	\$40.00		x			x	2	
2	MARICOPA COUNTY RECORDER	111 S 3RD AVE # 103	Phoenix	85003	\$0.00	\$40.00						on-call only	on-call only
2	MARICOPA RECORDER'S OFFICE	222 E. JAVALINA	Mesa	85210	\$190.08	\$40.00	x	x	x	x	x	5	conjunctive
3	CHANDLER F.H.C.	811 SOUTH HAMILTON	Chandler	85225	\$98.30	\$40.00					x	1	
3	CLERK OF THE COURT PROBATE	125 W WASHINGTON ST	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	
4	CLERK OF THE COURT SURPRISE	14264 W TIERRA BUENA LANE	Surprise	85374	\$316.96	\$40.00	x	x	x	x	x	5	seperate office
4	EL MIRAGE F.H.C.	12428 WEST THUNDERBIRD	Phoenix	85335	\$98.30	\$40.00					x	1	
5	HASSAYAMPA JUSTICE COURT	14264 W TIERRA BUENA LANE	Surprise	85374	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
5	SOUTH CENTRAL F.H.C.	33 WEST TAMARISK	Phoenix	85041	\$98.30	\$40.00					x	1	
6	MESA F.H.C.	59 SOUTH HIBBERT	Mesa	85210	\$98.30	\$40.00					x	1	
7	ARROWHEAD JUSTICE COURT	14264 W TIERRA BUENA LANE	Surprise	85374	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
8	GUADALUPE F.H.C.	5825 EAST CALLE GUADALUPE	Guadalupe	85283	\$98.30	\$40.00					x	1	
8	MANISTEE JUSTICE COURT	14264 W TIERRA BUENA LANE	Surprise	85374	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
9	NORTH VALLEY JUSTICE COURT	14264 W TIERRA BUENA LANE	Surprise	85374	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
9	SEVENTH AVENUE F.H.C.	1401 SOUTH 9TH AVENUE	Phoenix	85007	\$98.30	\$40.00					x	1	
10	GLENDALE F.H.C.	5141 WEST LAMAR	Glendale	85301	\$98.30	\$40.00					x	1	
10	MARICOPA LIBRARY SURPRISE	16089 BULLARD AVE	Surprise	85374	\$98.30	\$40.00				x		1	
10	MCSO INMATE CANTEEN	3150 W. BUCKEYE ROAD, SUITE B	Phoenix	85009	\$259.45	\$40.00	x	x	x	x		4	
11	CLERK OF THE COURT S/E JUSTICE	1810 S LEWIS	Mesa	85210	\$316.96	\$40.00	x	x	x	x	x	5	
11	SUNNYSLOPE F.H.C.	934 WEST HATCHER	Phoenix	85021	\$98.30	\$40.00					x	1	
12	MCDOWELL F.H.C.	1101 N. CENTRAL AVE.	Phoenix	85004	\$98.30	\$40.00					x	1	
12	NORTH MESA JUSTICE COURT	1837 S MESA DR STE B103	Mesa	85210	\$316.96	\$40.00	x	x	x	x	x	5	

Loc #	Name	Address2	City	Zip	MONTHLY FEE	ON CALL PER TRIP	Monday	Tuesday	Wednesday	Thursday	Friday	# of Svc Days/Wk	Comments
13	CLERK OF THE COURT N/E JUSTICE	18380 N 40TH ST STE 120	Phoenix	85032	\$316.96	\$40.00	x	x	x	x	x	5	seperate office
13	MARYVALE F.H.C.	4011 NORTH 51ST AVENUE	Phoenix	85301	\$98.30	\$40.00					x	1	
14	DREAMY DRAW JUSTICE COURT	18380 N 40TH ST STE 130	Phoenix	85032	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
14	MIHS BUSINESS OFFICE	2532 E UNIVERSITY	Phoenix	85034	#N/A	#N/A						0	cancelled
15	DESERT RIDGE JUSTICE COURT	18380 N 40TH ST STE 130	Phoenix	85032	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
16	MCDOWELL MOUNTAIN JUSTICE COUR	18380 N 40TH ST STE 130	Phoenix	85032	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
16	OUT PATIENT PSYCHIATRIC CLINIC	570 WEST BROWN AVENUE	Mesa	85201	\$98.30	\$40.00			x			1	
17	MOON VALLEY JUSTICE COURT	18380 N 40TH ST STE 130	Phoenix	85032	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
18	KYRENE JUSTICE COURT	201 E CHICAGO ST STE 104	Chandler	85225	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
18	MARICOPA MEDICAL CENTER	2601 E. ROOSEVELT	Phoenix	85008	\$316.96	\$40.00	x	x	x	x	x	5	
19	COMPREHENSIVE HEALTH CLINIC	2525 EAST ROOSEVELT	Phoenix	85008	#N/A	#N/A						0	cancelled
19	SAN MARCOS JUSTICE COURT	201 E CHICAGO ST STE 103	Phoenix	85225	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
20	PENDERGAST F.H.C.	10550 WEST MARIPOSA	Phoenix	85037	\$98.30	\$40.00				x		1	
20	SAN TAN JUSTICE COURT	201 E CHICAGO ST STE 102	Phoenix	85225	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
21	MARICOPA PUBLIC HEALTH -	1645 EAST ROOSEVELT	Phoenix	85008	\$98.30	\$40.00					x	1	
21	UNIVERSITY LAKES JUSTICE COURT	201 E CHICAGO ST STE 101	Phoenix	85225	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
22	ENVIRONMENTAL SERVICES	1645 EAST ROOSEVELT	Phoenix	85008	\$316.96	\$40.00	x	x	x	x	x	5	
23	CLERK OF THE COURT DOWNTOWN	201 W JEFFERSON	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	
24	WEST MESA JUSTICE COURT	2050 W UNIVERSITY	Mesa	85201	\$316.96	\$40.00	x	x	x	x	x	5	
25	MARICOPA LIBRARY QUEEN CREEK	21802 S ELLSWORTH RD	Queen Creek	85142	\$149.08	\$40.00				x		1	outskirts
26	WHITE TANKS JUSTICE COURT	21749 W YUMA RD STE B101	Buckeye	85326	\$316.96	\$40.00	x	x	x	x	x	5	
27	CLERK OF THE COURT S/E MESA	222 E JAVELINA	Mesa	85210	\$316.96	\$40.00	x	x	x	x	x	5	seperate office
28	CLERK OF SUPERIOR COURT	2445 W INDIANOLA 1ST FL	Phoenix	85015	\$316.96	\$40.00	x	x	x	x	x	5	
29	MARICOPA ADULT PROBATION PSC	245 N CENTENNIEL WAY 1ST FL	Mesa	85201	\$316.96	\$40.00	x	x	x	x	x	5	
30	MARICOPA LIBRARY DIST OFFICE	2700 N CENTRAL AVE STE 700	Phoenix	85004	\$98.30	\$40.00					x	1	
31	MARICOPA COUNTY TREASURER	301 W JEFFERSON STE 100	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	
32	MARICOPA ADULT PROBATION NPORT	3101 E SHEA #109	Phoenix	85208	\$316.96	\$40.00	x	x	x	x	x	5	

Loc #	Name	Address2	City	Zip	MONTHLY FEE	ON CALL PER TRIP	Monday	Tuesday	Wednesday	Thursday	Friday	# of Svc Days/Wk	Comments
33	CLERK OF SUPERIOR CRT DURANGO	3131 W DURANGO	Phoenix	85009	\$316.96	\$40.00	x	x	x	x	x	5	
34	CLERK OF SUPERIOR COURT	8230 E BUTHERUS DR	Scottsdale	85260	\$316.96	\$40.00	x	x	x	x	x	5	
35	MARICOPA ADULT PROBATION CSC	3220 W GIBSON LN STE 300	Phoenix	85006	\$0.00	\$40.00						on-call only	on-call only
36	CLERK OF SUPERIOR COURT	333 W HATCHER	Phoenix	85021	\$316.96	\$40.00	x	x	x	x	x	5	
37	CLERK OF SUPERIOR COURT	3535 S 7TH ST	Phoenix	85040	\$316.96	\$40.00	x	x	x	x	x	5	
38	MARICOPA ANTHEM LIBRARY	40410 N GALVIN PEAK PKWY	Anthem	85086	\$149.08	\$40.00				x		1	outskirts
39	MARYVALE JUSTICE COURT	4622 W INDIAN SCHOOL STE D-10	Phoenix	85031	\$316.96	\$40.00	x	x	x	x	x	5	
40	EAST MESA JUSTICE COURT	4811 E JULEP STE #128	Mesa	85205	\$316.96	\$40.00	x	x	x	x	x	5	
42	HIGHLAND JUSTICE COURT	55 E CIVIC CNETER DR STE 55	Gilbert	85296	\$316.96	\$40.00	x	x	x	x	x	5	
43	CLERK OF THE COURT LICENSE	601 W JACKSON GROUND LEVEL	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
44	CLERK OF THE COURT PUBLIC	601 W JACKSON GROUND LEVEL	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	seperate office
46	ARCADIA BILTMORE JUSTICE COURT	620 W JACKSON ST	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
47	ENCANTO JUSTICE COURT	620 W JACKSON ST	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
48	DOWNTOWN JUSTICE COURT	620 W JACKSON ST	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
49	SOUTH MOUNTAIN JUSTICE COURT	620 W JACKSON ST	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
50	WEST MCDOWELL JUSTICE COURT	620 W JACKSON ST	Phoenix	85003	\$144.70	\$40.00	x	x	x	x	x	5	conjunctive
51	CLERK OF SUPERIOR COURT	6655 W GLENDALE AVE	Glendale	85301	\$316.96	\$40.00	x	x	x	x	x	5	
52	MARICOPA COUNTY LIBRARY	775 N GREENFIELD	Gilbert	85234	\$98.30	\$40.00				x		1	
53	MARICOPA AGUA FRIA JUSTICE CRT	9550 W VANBUREN STE #6	Tolleson	85353	\$316.96	\$40.00	x	x	x	x	x	5	
54	COUNTRY MEADOWS JUSTICE COURT	1 W. MADISON STREET	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	
54	MARICOPA LIBRARY WHITE TANK	20304 W WHITE TANK MOUNTAIN RD	Phoenix	85003	\$149.08	\$40.00		x				1	outskirts
54	MARICOPA VITAL REGISTRATION	1850 N. 95th Ave Suite 182	Phoenix	85037	\$316.96	\$40.00	x	x	x	x	x	5	
55	CLERK OF COURT S. TOWER COURT	175 WEST MADISON STREET FL 12	Phoenix	85003	\$352.00	\$40.00	x	x	x	x	x	5	
55	MARICOPA VITAL REGISTRATION	4419 E MAIN STREET	Mesa	85205	\$316.96	\$40.00	x	x	x	x	x	5	
55	SUPERIOR COURT SELF-SERVICE C	101 W. JEFFERSON ST	Phoenix	85003	\$316.96	\$40.00	x	x	x	x	x	5	
56	COUNTY ATTORNEY'S OFFICE	3131 W DURANGO STREET 2ND FL	Phoenix	85009	\$316.96	\$40.00	x	x	x	x	x	5	
56	MARICOPA VITAL REGISTRATION	3003 W THOMAS RD #200B	Phoenix	85017	\$316.96	\$40.00	x	x	x	x	x	5	

Loc #	Name	Address2	City	Zip	MONTHLY FEE	ON CALL PER TRIP	Monday	Tuesday	Wednesday	Thursday	Friday	# of Svc Days/Wk	Comments
57	MCSO PROPERTY & EVIDENCE	3420 W. LOWER BUCKEYE ROAD	Phoenix	85009	\$0.00	\$40.00						on-call only	on-call only
57	PERRY BRANCH LIBRARY	1965 E QUEEN CREEK	Gilbert	85297	\$149.08	\$40.00				x		1	outskirts
101	ENVIRONMENTAL SERVICES	1001 NORTH CENTRAL #100	Phoenix	85004	\$316.96	\$40.00	x	x	x	x	x	5	
102	ENVIRONMENTAL NORTHERN	15023 N 75TH STREET	Scottsdale	85260	\$98.30	\$40.00					x	1	
104	ENVIRONMENTAL EASTERN REGIONAL	1255 WEST BASELINE ROAD	Mesa	85202	\$98.30	\$40.00					x	1	
105	ENVIROMENTAL SERVICES WESTERN	16140 N. ARROWHEAD CENTER DR	Peoria	85382	\$98.30	\$40.00					x	1	
106	ENVIRONMENTAL PHX CITY HALL	200 W. WASHINGTON ST	Phoenix	85003	\$216.92	\$40.00	x		x		x	3	

Ancillary Fees:

Excess items - \$1.95 per item over 4 items

Excess premise time - \$2.25 per minute over 7 minutes

Holiday service - \$60.00 per trip

Emergency Response Plan - \$125.00 per trip; the County pays for all training costs