

SERIAL 09128 S

GROUND TRANSPORTATION SERVICES

DATE OF LAST REVISION: March 31, 2016

CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30 ~~MARCH 31, 2013~~ 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **GROUND TRANSPORTATION 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 **March 31, 2010**.

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

LA/jl
Attach

Copy to: **Office of Procurement Services**
Gloria D'romero, Protective Services

(Please remove Serial 05171-S from your contract notebooks)

DREAMERS TRAVELS LLC., 2303 N. 44TH ST 14-1110, PHOENIX, AZ 85008

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 95294

1.0 PRICING:

Per specifications, pricing for transportation service. Other routes not listed may be added and subsequently priced by the contractor as the need arises.

1.1	1-driver, 1-minibus, overhead, profit, applicable taxes, and cost of fuel:	\$ _____ /per hr. per 12 hr. day base
1.2	Alternate Fuel Option:	\$ N/A /per hr. per 12 hr. day base
1.3	1-driver, 1-full size bus, overhead profit, applicable taxes, and cost of fuel:	\$41.50 /per hr. per 12 hr. day base
1.4	Alternate Fuel Option:	\$ N/A /per hr. per 12 hr. day base
1.5	Labor, for services not specified in the technical specifications:	41.50 /per hour
1.6	Fuel Cost Component*	2 %

Fuel costs are what per cent (**average**) of the loaded Hourly Rate being bid?

* N/A for Alternate Fuels

1.7 Fuel Surcharge of \$0.883 per labor hour. (Eff. 05/01/11)

Terms: NET 30

Vendor Number: W000015419 X

Telephone Number: 602-305-6414

Fax Number: 602-305-6421

Contact Person: Barry Stevens

E-mail Address: Bri-free@earthlink.net

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30~~ ~~March 31, 2013~~ **2016**.

GROUND TRANSPORTATION SERVICES

1.0 INTENT:

The purpose of this Invitation For Bid (IFB) is to establish ground transportation between off-site parking and County buildings in the downtown area for jurors and employees so that they can conveniently and safely conduct their business. The contractor shall maintain high standards of quality, customer service, and safety measures in providing public mobility. The shuttle route shall traverse a fixed route in the Downtown Phoenix area. Drivers shall transport customers for short distances along busy corridors in a high density traffic area. The service must be managed on a daily operational basis. A fleet inventory of shuttle vehicles must be available, maintained, kept clean, and reliable. The firms' daily operating policy will include assurances of safety, cleanliness, and comfort to its passengers. Other routes within Maricopa County may be established as deemed necessary.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.23 and 2.24, 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.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF SERVICES:

2.1 GENERAL INFORMATION:

- 2.1.1 EXHIBIT 2, Route Maps of the route the transportation vehicles shall travel and the five (5) associated pickup/drop off points.
- 2.1.2 Each contractor shall be required to determine the precise length of the route for bid submittal purposes.
- 2.1.3 Periods of usually high demands or traffic may vary the mileage and or schedule.
- 2.1.4 Passenger loads will vary. Juror loads may be as low as 200 per day to a high of 500 per day. As the County does not have current data to determine the employee loads, it is estimated at 100 per day initially and is expected to increase to approximately 300 per day within one year.
- 2.1.5 Wait times shall not exceed fifteen (15) minutes.

2.2 SHUTTLE VEHICLE - MINIMUM REQUIREMENTS:

- 2.2.1 The shuttle vehicles provided shall consist of a mini-bus accommodating a minimum seating capacity of twenty-seven (27) passengers for the two employee shuttles and full sized bus (**transit or motor coach**) capable of accommodating fifty-five (55) passengers for one jury shuttle and one employee shuttle. Each vehicle shall be equipped with one (1) hydraulic wheelchair ramp and be capable of accommodating two (2) wheelchairs simultaneously. During daily operation, at least one (1) space shall be dedicated for wheelchair usage; the other, as needed. (Refer to §2.2.3).
- 2.2.2 The buses assigned to this contract shall be maintained in sound running condition, free of rust, and third part advertising.
- 2.2.3 The bus shall conform to the American with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Title 49-Transportation, Part 38.
- 2.2.4 Seating shall be padded.
- 2.2.5 All buses in this contract shall have functional air conditioning and heating, and be radio dispatched.
- 2.2.6 The fleet shall be professionally maintained by qualified mechanics. A copy of the firm's PM program for the vehicle must accompany bid package.
- 2.2.7 All buses shall be smoke-free and cleaned before the start of each day's route. The drivers shall be responsible to ensure the buses are kept clean during the business day.

- 2.2.8 The buses assigned to this contract must meet all Federal and State Department of Transportation rules, regulations, and codes. Additionally, all municipal requirements, if any, shall prevail.
- 2.2.9 All buses shall be marked with an identification sign on the front and right sides depicting the shuttle route (Details for the signage to be provided). The sign shall be large enough to read from a distance of 20 feet. Identification signs and the installation thereof shall be provided by the Contractor at no additional cost to the County. The County reserves the right to have additional signage for County purposes.

2.3 SERVICE HOURS:

Service shall be provided from 4:30AM – 12 Midnight Monday – Friday, excluding County holidays and weekends. The service shall be provided within a twelve (12) hour shift.

2.4 NUMBER OF SHUTTLES:

At the onset of this contract, four (4) buses shall be made available until the service is well established and usage patterns have been determined. Upon determination of actual usage, adjustments regarding the number of buses may be required to provide the level of service required.

2.5 DRIVER REQUIREMENTS:

- 2.5.1 Personal appearance shall be professional and must be uniformed.
- 2.5.2 Shall have a current and in good standing Class C commercial driver license.
- 2.5.3 Understand the importance of keeping to a schedule.
- 2.5.4 Drivers are not to sell tickets, accept cash or engage in solicitation of any kind, nor permit any passenger to engage in any solicitations of any kind. Any lost and found items will be turned into the Protective Services Officer at the Jackson garage command center or call 602-506-3700 for direction.
- 2.5.5 The Contractor shall be responsible for providing necessary coverage during break and lunch periods to ensure the flow of service is not disrupted.

2.6 FIXED STOPS AND ROUTES:

At the time of this IFB, there are four (4) Routes which shall be the primary circuits. The County may add additional routes and request pricing for such as deemed necessary.

2.7 ADVERTISING:

The County reserves the right to place advertising and any other County related signage on the buses at the expense of the County, except as noted in §2.2.9. Facilities Management must pre-approve all advertisements/signage.

2.8 ALTERNATIVE FUELS OPTION:

Respondents are encouraged to make available alternative fuel buses. Please state in your bid if you have an inventory of these vehicles. Pricing for alternative fuels usage in the shuttle fleet assigned to this contract shall be as an option to Maricopa County and priced in Attachment A, PRICING.

2.9 PASSENGER LOADS:

The Contractor shall monitor passenger loads daily to evaluate efficiency and adjust coverage as necessary. Reports of such shall be provided to the County at the end of each week. The report shall state quantity of passengers loading/unloading at each stop, time of day, and day of week.

2.10 DRIVER AND/OR VEHICLE CITATIONS:

The Contractor shall be responsible for all citations incurred by their driver or the vehicle.

2.11 IDENTIFICATION OF PASSENGERS:

The driver shall ensure only County employees and jurors are passengers by requesting their County ID or Juror notification slips be displayed. Should a County employee or juror bring a guest, the driver shall accept the guest as a rider. No other patrons are allowed to traverse the shuttle system, however, at times Jurors and/or County employees may have misplaced or forgotten their ID or Juror notification slips.

2.12 TRAFFIC DELAYS:

Traffic delays may occur at various times of the day and for a variety of reasons. Therefore, an alternate route may be necessary. If it is anticipated any traffic delays become ongoing for a length of time on a portion of the route, thus resulting in implementing an alternate route, the alternate route shall be submitted to FMD in writing for pre-approval. Should normal traffic delays due to time-of-day congestion or accidents occur, the driver shall contact the Maricopa County Protective Services Division at 602-506-8186 or 602-768-8736 to inform them of such delays.

2.13 SHUTTLE BREAKDOWNS:

The Contractor shall be responsible to immediately replace buses that have mechanical problems and cannot continue service. The replacement bus shall be equal in size and capacity, and made available within one (1) hour after notification of such breakdown. Failure to provide such replacement within the required time shall cause the County to adjust payment to the Contractor an amount equal to the hourly rate bid for each hours delay. Four (4) breakdowns documented in a one (1) month period shall cause the County to review the performance of the Contractor with the **Office of Procurement Services** and a decision made either to place the vendor in Cure Notice, or find the Contractor in default of contract.

Should a bus be permanently replaced by another, the Contractor shall be responsible for the transfer of all signage.

The Maricopa County Protective Services representative shall be notified within 20 minutes of any service interruptions/mechanical problems impacting bus service.

2.14 ACCIDENTS/INJURIES:

All accidents and/or injuries that occur while performing these services shall be the responsibility of the Contractor and be reported in writing to Facilities Management, Protective Services Division, within 24 hours of the incident.

2.15 COUNTY REQUIRED BACKGROUND CHECK:

Maricopa County background check shall be a requirement for all employees of Contractor's staff providing services to the County. The cost for this requirement shall be incurred by the County.

2.16 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the buses. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, or any other person unless said person is an authorized employee of the Contractor.

2.17 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.18 REQUIRED SUBMITTALS

- 2.18.1 Provide an inventory of your firms' fleet – quantity, type, year, and make. Provide year and make of vehicles your firm shall utilize in this contract.
- 2.18.2 Does your firm have any buses that use alternative fuels? If yes, would any be utilized in this contract if the County opts for such?
- 2.18.3 Provide a statement as to how shuttle interior temperatures are controlled during summer and winter seasons.
- 2.18.4 Provide a statement as to what type of PM program your firm uses to maintain the fleet and how administered.
- 2.18.5 Provide a copy of your firms' licensing as required by the regulatory authority.
- 2.18.6 Provide a copy of your firms' safety program and how administered.
- 2.18.7 Supply your firms' DOT reportable accident and injury record for the past 12 months.
- 2.18.8 Provide your firms requirements for drivers – licensing, training, merit system, drug testing, background checks, etc.

2.19 INVOICES AND PAYMENTS:

- 2.19.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service
 - Quantity (number of days or weeks)
 - Description of Purchase (product or services)
 - Hourly Bid Rate
 - Extended price
 - /alternate fuel-up Charge (Optional – If requested by the County)
 - Total Amount Due
- 2.19.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.19.3 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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 2.19.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 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.

2.21 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.

2.22 FUEL COST PRICE ADJUSTMENT:

2.22.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.22.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.22.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.22.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.22.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.22.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.22.7 The computation of the fuel surcharge amount shall be determined as follows:

2.22.7.1 The fuel cost component from line 1.6 of Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.22.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.22.7.3 The surcharge shall be added as a separate line item to the invoice.

2.23 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.

2.24 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) 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 three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

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

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings,

relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

3.5 **INSURANCE:**

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

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

3.5.9 Commercial General Liability:

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

3.5.10 Automobile Liability:

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

3.5.11 Workers' Compensation:

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

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

3.5.12 Certificates of Insurance.

~~3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with 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.~~

3.5.12.2 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.

3.5.12.2.1 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.

3.5.12.2.2 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.

3.5.13 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.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 ORDERING AUTHORITY.

3.8.1 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).

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 REQUIREMENTS CONTRACT:

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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.

3.12 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.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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.

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

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

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.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 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:

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

3.23.1.2 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;

3.23.1.3 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

3.23.1.4 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.

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

3.23.3 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.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

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

3.24.1.1 Render a decision;

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

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

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing

party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

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

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

3.25.1 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. 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. I-9 forms are available for download at USCIS.GOV.

3.25.2 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 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.~~

~~3.26.2 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.27 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:

3.27.1 **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,**

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

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

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

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