

SERIAL 12059 S WASTE PUMPING SERVICES

DATE OF LAST REVISION: October 18, 2016

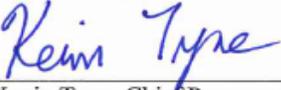
CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2015~~ ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **WASTE PUMPING 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 **June 28, 2012 (Eff. 07/01/12)**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/at
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management

(Please remove Serial 08133-S from your contract notebooks)

AAA AJAX PUMPING SERVICE, INC., PO BOX 5782, GLENDALE, AZ 85312

COMPANY NAME: AAA Ajax Pumping Service, Inc.

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: AAA Ajax Pumping Service, Inc. PO Box 5782
Glendale, AZ 85312

REMIT TO ADDRESS: AAA Ajax Pumping Service, Inc. PO Box 5782
Glendale, AZ 85312

TELEPHONE NUMBER: 602-278-0075

FACSIMILE NUMBER: 602-340-8182

WEB SITE: www.ajaxpumping.com

REPRESENTATIVE NAME: Dustin Huey

REPRESENTATIVE TELEPHONE NUMBER: 623-512-5328

REPRESENTATIVE E-MAIL: DustinHuey@ajaxpumping.com

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

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

NET 30 DAYS

| Sites | | | |
|-----------------------------|--|--|--|
| Title | Cost Per Service / Per Site - Normal Business Hours | Cost Per Service / Per Site - After Hours | Description |
| MCSO - Avondale - #309 | \$100.00 | \$150.00 | MCSO - Avondale 920 E. Van Buren Avondale, AZ Bldg#: 309 Frequency: as requested Type: Grease Gallons: 100 |
| MCDOT - Buckeye Yard - #406 | \$750.00 | \$850.00 | MCDOT - Buckeye Yard 26449 W. Highway 85 Buckeye, AZ Bldg#: 406 Frequency: as requested Type: Sand / Car wash Gallons: 2,500 |

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|----------------------------------|----------|----------|--|
| MCDOT - Buckeye Yard - #406 | \$240.00 | \$300.00 | MCDOT - Buckeye Yard 26449 W. Highway 85 Buckeye, AZ Bldg#: 406 Frequency: quarterly Type: Septic (plus leach well) Gallons: 2,000 |
| MCSO - Estrella Jail - #1403 | \$100.00 | \$150.00 | MCSO - Estrella Jail 2939 W. Durango Phoenix, AZ Bldg #: 1403 Frequency: 1x/month Type: Grease Gallons: 1,000 |
| Flood Control Operations - #1404 | \$600.00 | \$700.00 | Flood Control Operations 2801 W. Durango Phoenix, AZ Bldg #: 1404 Frequency: 2x/year (AM only) Type: Sand Gallons: 2,000 |
| MCDOT - #1409 | \$300.00 | \$400.00 | MCDOT 2909 W. Durango Phoenix, AZ Bldg #: 1409 Frequency: quarterly Type: Sand Gallons: 250 |
| Animal Care and Control - #1414 | \$540.00 | \$640.00 | Animal Care and Control 2500 S. 27th Ave Phoenix, AZ Bldg #: 1414 Frequency: as requested Type: Sand Gallons: 1,800 |
| Equipment Services - #1508 | \$300.00 | \$400.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Sand (Car wash) Gallons: 900 |

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| | | | |
|--|----------|----------|---|
| Equipment Services - #1508 North West | \$600.00 | \$700.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Oil (Truck Wash) Gallons: 2000 |
| Equipment Services - #1508 South West | \$600.00 | \$700.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Oil (Truck Wash) Gallons: 2000 |
| Equipment Services - #1508 East | \$600.00 | \$700.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Oil (Truck Wash) Gallons: 2000 |
| Equipment Services - #1508 Automatic Wash | \$250.00 | \$350.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Oil (Truck Wash) Gallons: 500 |
| Equipment Services - #1508 Grates | \$250.00 | \$350.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Oil (Truck Wash) Gallons: 500 |
| Equipment Services - #1508 | \$300.00 | \$400.00 | Equipment Services 3325 W. Durango Phoenix, AZ Bldg #: 1508 Frequency: quarterly Type: Sand (Steam Rack) Gallons: 400 |

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|-----------------------------|----------|----------|--|
| MCSO - Durango Jail - #1601 | \$150.00 | \$250.00 | MCSO - Durango Jail 3225 W. Durango Phoenix, AZ Bldg #: 1601 Frequency: quarterly Type: Grease Gallons: 1,000 |
| MCSO - Durango Jail - #1601 | \$150.00 | \$250.00 | MCSO - Durango Jail 3225 W. Durango Phoenix, AZ Bldg #: 1601 Frequency: quarterly Type: Grease (inside) Gallons: 1,000 |
| MCSO - Durango Jail - #1601 | \$200.00 | \$300.00 | MCSO - Durango Jail 3225 W. Durango Phoenix, AZ Bldg #: 1601 Frequency: as requested Type: Lint Gallons: 350 |
| MCSO - Towers Jail -#1611 | \$150.00 | \$250.00 | MCSO - Towers Jail 3127 W. Durango Phoenix, AZ Bldg #: 1611 Frequency: as requested Type: Grease Gallons: 1,000 |
| Juvenile-Durango - #1706 | \$150.00 | \$250.00 | Juvenile-Durango - #1706 3125 W. Durango Phoenix, AZ Bldg #: 1706 Frequency: as requested Type: Grease Gallons: 1,000 |
| Juvenile Detention - #1713 | \$320.00 | \$420.00 | Juvenile Detention - #1713 3131 W. Durango Phoenix, AZ Bldg #: 1713 Frequency: 1x/month Type: Grease Gallons: 3,200 |

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|--|----------|----------|---|
| MCSO LBJ Central Services North - #1962 | \$750.00 | \$950.00 | MCSO Lower Buckeye Jail Central Services North - #1962 3150 W. Lower Buckeye Rd. Phoenix, AZ Bldg #: 1962 Frequency: 6x/year Type: Grease Gallons: 7,500 |
| MCSO LBJ Central Services South - #1962 | \$750.00 | \$950.00 | MCSO Lower Buckeye Jail Central Services South - #1962 3159 W. Lower Buckeye Rd. Phoenix, AZ Bldg #: 1962 Frequency: 6x/year Type: Grease Gallons: 7,500 |
| MCSO LBJ – Laundry Center # 1963 | \$500.00 | \$600.00 | MCSO Lower Buckeye Jail Laundry Center - # 1963 3170 West Lower Buckeye Road Phoenix, AZ Bldg # 1963 Frequency: quarterly Type: Lint Trap Gallons: 2,500 |
| MCSO Residential Treatment Center - #1966 | \$150.00 | \$250.00 | MCSO Residential Treatment Center - #1966 3475 W. Durango Phoenix, AZ Bldg #: 1966 Frequency: as requested Type: Grease Gallons: 200 |
| Equipment Services - #2006 | \$300.00 | \$400.00 | Equipment Services - #2006 16821 N. Dysart Rd Surprise, AZ Bldg #: 2006 Frequency: quarterly Type: Sand (Wash Rack) Gallons: 350 |
| Equipment Services - #2006 | \$540.00 | \$640.00 | Equipment Services - #2006 16821 N. Dysart Rd Surprise, AZ Bldg #: 2006 Frequency: quarterly Type: Sand (Wash Area & Shop) Gallons: 1,800 |

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|--|------------|------------|--|
| Equipment Services - #2852 | \$300.00 | \$400.00 | Equipment Services - #2852 155 E. Coury Mesa, AZ Bldg #: 2852 Frequency: quarterly Type: Sand (Car Wash) Gallons: 800 |
| MCSO - Mesa - #2853 | \$150.00 | \$250.00 | MCSO - Mesa - #2853 1840 S. Lewis Mesa, AZ Bldg #: 2853 Frequency: as requested Type: Grease Gallons: 200 |
| MCSO - Mesa - #2853 | \$200.00 | \$300.00 | MCSO - Mesa - #2853 1840 S. Lewis Mesa, AZ Bldg #: 2853 Frequency: as requested Type: Lint Gallons: 350 |
| Juvenile - Southeast Mesa - #2856 - Inside | \$150.00 | \$250.00 | Juvenile - Southeast Mesa - #2856 1840 S. Lewis Mesa, AZ Bldg #: 2856 Frequency: as requested Type: Grease (inside) Gallons: 200 |
| Juvenile - Southeast Mesa - #2856 - Outside | \$150.00 | \$250.00 | Juvenile - Southeast Mesa - #2856 1840 S. Lewis Mesa, AZ Bldg #: 2856 Frequency: as requested Type: Grease (outside) Gallons: 200 |
| West Court Building - #3301 | \$1,400.00 | \$1,500.00 | West Court Building - #3301 Lift Station 111 S. 3rd Ave Phoenix, AZ Bldg#: 3301 Frequency: as requested Type: Wastewater Gallons: 1,000 |

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|--|------------|------------|--|
| County Administration - #3310 | \$1,400.00 | \$1,500.00 | County Administration - #3310 301 W. Jefferson Phoenix, AZ Bldg#: 3310 Frequency: as requested Type: pump station Gallons: |
| Equipment Services - #3311 | \$750.00 | \$850.00 | Equipment Services - #3311 120 S. 4th Ave Phoenix, AZ Bldg#: 3311 Frequency: quarterly Type: carwash Gallons: 2,500 |
| Equipment Services - #3311 | \$300.00 | \$400.00 | Equipment Services - #3311 120 S. 4th Ave Phoenix, AZ Bldg#: 3311 Frequency: quarterly Type: Sand (carwash) Gallons: 800 |
| Facilities Management Confined - #3311 | \$850.00 | \$950.00 | Facilities Management Confined 401 W. Jefferson located in garage SW Corner of 1st floor Phoenix, AZ Bldg#: 3311 Frequency: as requested Type: Sand (3 stage separator) Gallons: 2,500 |
| Facilities Management Confined - #3311 | \$500.00 | \$600.00 | Facilities Management Confined 401 W. Jefferson located in garage front of old welding shop Phoenix, AZ Bldg#: 3311 Frequency: as requested Type: Sand (3 stage separator) Gallons: 900 |
| Forensic Center West Side Confined - #3320 | \$500.00 | \$600.00 | Forensic Center West Side Confined 701 W. Jefferson St. Phoenix, AZ Bldg#: 3320 Frequency: as requested Type: sludge Gallons: 500 |

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|--|-----------------|-----------------|---|
| Court Tower Building #3325 | \$1,000.00 | \$1,200.00 | Court Tower Building 175 West Madison Street Phoenix, AZ Bldg#: 3325 Frequency: as requested Type: (4) Lift Stations & (2) Holding Tanks Basement Level |
| Forensic Center East Side Confined - #3320 | \$500.00 | \$600.00 | Forensic Center East Side Confined 701 W. Jefferson St. Phoenix, AZ Bldg#: 3320 Frequency: as requested Type: sludge Gallons: 500 |
| Animal Control Center - #5105 | \$300.00 | \$400.00 | Animal Control Center 2630 W. 8th St. Tempe, AZ Bldg#: 5105 Frequency: 1x/month Type: sand Gallons: 1,000 |
| Added Eff. 07/03/13 | | | |
| Chambers Warehouse - # 4052 | \$1400 | \$1500 | Chambers Warehouse Building Bldg # 4052 Frequency: As Requested |
| Fourth Avenue Jail | \$1400 | \$1500 | Fourth Avenue Jail 201 South 4th Avenue Phoenix, AZ Frequency: As Requested |
| Eff. 04/24/14 MCSO SWAT !! RRT Vehicle Storage Facility #1971 | \$750 | \$850 | 3340 W. Durango, Phoenix, AZ |
| <u>EFF. 10/20/16</u> MCDOT- Northwest Service Facility Building #2025 | \$300.00 | \$400.00 | Address: 12975 W Bell Road Surprise, AZ 85374 Bldg#: 2025 Frequency: Quarterly Type: Sand/Car Wash Gallons: 1000 |

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| Disposal Fees: | | | | | |
|--|--------------|------------|-------------|--------------|--|
| Title | Unit | Qty | UofM | Total | Description |
| | Price | | | Price | |
| Type A, septic tank/sanitary sewer waste | \$0.05 | 1 | gallon | \$0.05 | Type A, septic tank/sanitary sewer waste priced per gallon |
| Type B, cafeteria/institutional greasetrap waste | \$0.09 | 1 | gallon | \$0.09 | Type B, cafeteria/institutional greasetrap waste Priced per gallon |
| Type C, carwash and service station sand trap waste, less than 25% concentration | \$0.09 | 1 | gallon | \$0.09 | Type C, carwash and service station sand trap waste (less than 25% of concentration level) Priced per gallon. |
| Type C, carwash and service station sand trap waste, exceeding 25% of load | \$0.11 | 1 | gallon | \$0.11 | Type C, carwash and service station sand trap waste, w/ solids exceeding 25% of load Priced per gallon |
| Profile and sample testing fees | \$359.10 | 1 | each | \$359.10 | Profile and sample testing fees Priced per interceptor |
| Laundry trap lint waste | \$0.15 | 1 | gallon | \$0.15 | Laundry trap lint waste Priced per gallon |
| Labor, for service outside the scope of work of the contract | \$95.00 | 1 | hour | \$95.00 | Labor, for service outside the scope of work of the contract Priced per hour |

PRICING SHEET: NIGP CODE 91068

Vendor Number: 2011002097 0

Certificates of Insurance Required

Contract Period: To cover the period ending ~~June 30, 2015~~ 2016 **2017**.

WASTE PUMPING SERVICES

1.0 INTENT:

The intent of this Invitation For Bids is to provide a source for scheduled and as needed pumping services to include removal, cleaning, and disposal of liquid and solid waste from traps, sand and oil interceptors, flow through tanks, cesspools, septic tanks, and lift stations, as specified in the technical specifications. The successful bidder shall furnish all labor, supervision, materials, equipment, and transportation, necessary to perform the work required.

The following County departments will utilize the services outlined in this contract:

Facilities Management
MCDOT
Equipment Services

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.31 and 2.32, below).

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

2.0 SCOPE OF SERVICES:

- 2.1 All work must comply with US EPA, OSHA, US DOT, and ADOSH, and any local regulations in effect at each service occurrence.
- 2.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments in providing the County with pumping services.
- 2.3 For the first three months of the contract, Contractor shall be required to schedule pumping services via phone to the County department, twenty-four (24) hours prior to actual pumping. This requirement shall be in effect to enable the Contractor to familiarize themselves with the sites. After which, this requirement to be relaxed and the Contractor then to provide a written schedule detailing the date and time of day the services will be. The County department must approve the schedule.
- 2.4 Regular service shall be 6:00 A.M. – 6:00 P.M., Monday through Friday, excluding County holidays. Services requested outside of these times shall be considered after-hours and priced as such in Attachment A, PRICING.
- 2.5 Contractor shall not discharge trap liquids back into trap/pit/sump/lift station after separating grease and solids.
- 2.6 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.
- 2.7 WEST COURT BUILDING LIFT STATION:

This site has limited access, which will require the Contractor's service truck to park at street level (Madison Street). Approximately one hundred twenty (120) feet of hose will be required to access the station. Parking permits will be coordinated and obtained by the County department. Confined space entry 29 CFR 1910.146 via licensing and certification shall be a requirement when servicing this site.

2.8 ALL LIFT STATIONS:

Shoes, towels, blankets, socks, cups, clothing, plastic bags, etc. -- are just a few of the items that must be monitored so as not to be pumped up through Contractor's hoses. These solids are to be

removed from the station and disposed of by the Contractor at no additional cost to the County. Confined space entry 29 CFR 1910.146 shall be a requirement when servicing any lift station site.

- 2.9 Bio-remediation (bacteria/enzyme) programs will not be used in County traps, sumps, pits, or lift stations.
- 2.10 Contractor shall ensure all wastes pumped from County sites are not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method, drained into sewers, and/or blended into other ingredients for use in animal foods or cosmetics.
- 2.11 Contractor shall notify the County of any damage to grease traps, whether caused by the Contractor, residual damage, or failure of trap components. Repair of grease traps is not a part of this contract.
- 2.12 There may be occasions wherein the Contractor is called out to perform non-scheduled pumping service or after hour's service. This request may occur during or after business hours, weekends, or holidays. Rates shall be priced separately.

In the event a request for pumping is made that is not scheduled, the Contractor shall respond on-site:

Business hours, emergency: within 3 hours
After business hours: within 4 hours
Weekends, holidays, and all times: within 6 hours

The Contractor shall have adequate personnel, supervisors, and equipment necessary to perform non-scheduled after hours and weekend requests.

- 2.13 Contractor shall dispose of liquids and waste material pumped at EPA/ADEQ approved environmentally safe disposal sites. All fees payable at the legally designated disposal facility for discharging is the responsibility of, and paid by, the Contractor and billed back to the County without mark-up.
- 2.14 The Contractor shall provide a list of disposal sites to be used for County waste disposal as part of the response to this Solicitation.
- 2.15 TYPES OF WASTES GENERATED:
 - 2.15.1 Type A, septic tank/sanitary (sewer waste septic [biohazard])
 - 2.15.2 Type B, cafeteria/institutional grease trap waste (kitchens [solid waste])
 - 2.15.3 Type C, carwash and service station sand trap waste (garages and car washes [potential special petroleum waste]) (less than 25% of concentration level)
 - 2.15.4 Type C, as above, w/ solids exceeding 25% of load
 - 2.15.5 Laundry trap lint waste
 - 2.15.6 There may be occasions when pumping/cleaning of ~~drywells drywalls~~ will be required. Cost per service will be the same as other pumping services as listed. Cost of waste disposal will vary with the type waste.

- 2.16 IF IT IS ANTICIPATED THAT ANY WASTE IS OUT OF THE ORDINARY, BOTH THE CONTRACTOR AND RISK MANAGER'S SAFETY HAZARDOUS MATERIALS CONSULTANT (506-7179) SHALL BE NOTIFIED BEFORE THE TIME OF THE SCHEDULED PICK UP.

- 2.17 CONTRACTOR, MIXING OF LOADS:

Contractor shall not mix hazardous materials waste with the County's non-hazardous waste. If mixing occurs, the Contractor assumes all liability and shall assume all applicable costs.

Additionally, the contractor shall not mix any type of waste from other facilities with County waste (the exception is when disposing at an approved disposal facility).

2.18 DISPOSAL MANIFESTS:

- 2.18.1 Contractor shall be responsible to accurately record transport activity via shipping manifests. This information shall be provided to the County and shall conform to EPA DOT manifest forms for non-hazardous or hazardous waste, as appropriate. The manifest MUST accompany each invoice.
- 2.18.2 Disposal fees (user fees) including testing fees from the disposal will be paid by the Contractor and billed back to the County as part of the service cost without mark-up. Cost increases will be allowable on disposal fees only if supported by documentation. Copies of profile testing results must be included as part of the documentation.
- 2.18.3 Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause all fee charges AND service charges to be held back. **AS THE DISPOSAL MANIFEST IS AN EPA REQUIREMENT, CONTINUED FAILURE TO PROVIDE SUCH MAY RESULT IN DEFAULT OF CONTRACT.**
- 2.18.4 Additional charges for waste material that has failed to meet the profile testing criteria at the disposal site shall be added to the site monthly cost as a separate line charge with documentation attached. Failure to provide the documentation will cause the charge to be disallowed.
- 2.18.5 The Contractor shall have the capability to provide environmental sampling analysis from an ADHS or AIHA licensed laboratory, as appropriate. The Contractor shall document the laboratory's license status for the submitted samples. The results of the sample analyses and the laboratory used for the analyses shall be provided to the County along with the accompanying manifest.
- 2.18.6 The Contractor shall provide a list of ADHS or AIHA licensed laboratories to be used for County waste analyses as part of the response to this Solicitation.
- 2.18.7 Upon request, the Contractor shall make available to the County all records regarding disposal, fees, and all data pertaining to wastes obtained from the County, for audit verification.

2.19 If the Contractor is unable to provide service as required, the County reserves the right to source pumping services on the open market. Any additional charges for this outsourcing above the contracted rates as bid in Attachment A, PRICING, shall be borne by the Contractor.

2.20 CONFINED SPACE CERTIFICATION:

Contractor must have confined space licensing and certification and all equipment required for such certifications and performance of the task (i.e., air monitoring equipment; safety harness; etc.) per 29CFR 1910.146. A minimum of three (3) of Contractor's staff shall be present when this type of service is required, and the County to supply one (1) staff person to be present. A copy of confined space program and personnel certification must be submitted with this Solicitation response.

2.21 Contractor shall notify the County, in writing, whenever any citation is received for noncompliance in any services provided to any County related activity.

2.22 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given twelve (12) hours to correct the work. Labor for all re-work (i.e., pumping) shall be at no additional cost to the County.

2.23 CONTRACTOR QUALIFICATIONS:

- 2.23.1 Contractor's firm must be in the pumping business a minimum of two (2) consecutive years, the firm's management staff must have three (3) years pumping experience, and be completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's staff assigned to this contract must have a minimum of three (3) years pumping experience to perform any service to the County. Provide years of experience the firm has been in the pumping service business. Provide years of experience of the management staff. Provide roster of pumping staff listing name and years of experience. Proof of these requirements shall be provided as part of the response to this Solicitation.
- 2.23.2 The Contractor's service truck fleet shall be so equipped and so sized to perform pumping services for the County. The Contractor shall have a local yard to keep their trucks maintained daily. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award. Contractor's pumping equipment must be adequate and plentiful to service the locations and capacities. Trash barrels must be carried on the vehicle to dispose of solid waste as outlined in §2.8 when pumping lift stations. Provide number of trucks in the service fleet and how equipped as part of the response to this Solicitation.
- 2.23.3 Contractor to possess all applicable permits, including but not limited to Maricopa County Vector Control Non-hazardous Liquid Waste Hauler Permit, and Arizona Department of Environmental Quality permit, to perform the specifications herein. Proof of such permits shall be provided as part of the response to this Solicitation.
- 2.23.4 A Maricopa County Sheriff's Office background check will be a requirement for all permanent personnel of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.

2.24 USAGE REPORT:

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

2.25 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.26 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.27 INVOICES AND PAYMENTS:

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

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

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

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

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

2.27.4 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.

2.28 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.

2.29 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.

2.30 FUEL COST PRICE ADJUSTMENT:

2.30.1 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.

2.30.2 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.

2.30.3 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.

2.30.4 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, Vendor Information). 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).

2.30.5 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.

2.30.6 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/>

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

2.30.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.30.7.2 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.

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

2.31 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.

2.32 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++. 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 **Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 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.

3.5.13.2 **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.**

3.5.13.3 **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.**

3.5.13.4 **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.**

3.5.14 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 or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

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:

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

- 3.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 3.11.2 Make progress, so as to endanger performance of this contract; or
- 3.11.3 Perform any of the other provisions of this contract.
- 3.11.4 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.

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:**

- 3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 3.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

3.18.1 In accordance with section ~~MCI-367~~ **MCI-371** of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

3.18.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim 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.**

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 and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- ~~3.26 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

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

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

3.28 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 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.

3.28.1

3.29 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:

3.29.1 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,

3.29.2 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.

3.30 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.