

SERIAL 12090 S FUEL STATION SERVICE AND PARTS

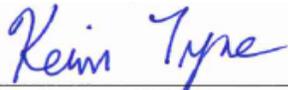
DATE OF LAST REVISION: August 23, 2016 CONTRACT END DATE: November 30, 2018

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2015~~ 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **FUEL STATION SERVICE AND PARTS**

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 **November 15, 2012**.

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

NP/at
Attach

Copy to: Office of Procurement Services
 Les Glover, Equipment Services
 Gidget Vigil, Equipment Services

EATON SALES & SERVICE LLC, 3420 WEST WHITTON AVENUE PHOENIX AZ 85017

COMPANY NAME: Eaton Sales & Service LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 3420 West Whitton Avenue Phoenix, AZ 85017

REMIT TO ADDRESS: PO Box 16405 Denver, CO 80216-6405

TELEPHONE NUMBER: 602-415-3394

FACSIMILE NUMBER: 602-415-3405

WEB SITE: www.eatonsaleservice.com

REPRESENTATIVE NAME: Kathy Tindell

REPRESENTATIVE TELEPHONE NUMBER: 602-415-3394

REPRESENTATIVE E-MAIL: kathyt@eatonmetal.com

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

2% 10 DAYS NET 30 DAYS

SECOND CALL

Title	Price	Unit
1" SWIVEL -MULTI-PLANE HI FLOW	\$40.44	each
6' BALANCE HOSE W/O VENTURI	\$113.53	each
6-PIN OBD TRUCK CABLE	\$36.70	each
9-PIN J1939 OBD TRUCK CABLE	\$89.24	each
AIMS2 MODULE	\$286.12	each
ATG Monitor Certification	\$125.00	each
Annual Stage II Vapor Recovery Test	\$375.00	each
BREAKAWAY 1" RECONNECTABLE	\$83.31	each
BREAKAWAY 3/4" SINGLE USE	\$26.08	each
CLOCK ALARM GAUGE	\$798.71	each
EXTENSION CABLE RFID 15'	\$21.40	each
EXTENSION CABLE RFID 30'	\$28.49	each
FILLER NECK RING 2.25"	\$32.20	each
FILLER NECK RING 2.27"	\$34.41	each
FILLER NECK RING 4.75"	\$42.89	each
FUNCTIONAL ELEMENT KIT	\$135.20	each
Field Service Call fee normal hours (service charge)	\$98.00	each
Field Service Normal Hourly Rate	\$67.00	hour
Field Service after normal business hours hourly rate	\$97.50	hour

EATON SALES & SERVICE LLC, 3420 WEST WHITTON AVENUE PHOENIX AZ 85017

Field service call fee after hours (service charge)	\$142.50	each
Fuel Surcharge	\$12.00	each
HI FLOW DIESEL NOZZLE AUTO SHUT OFF W/GREEN	\$112.00	each
Mileage	\$0.00	mile
NEW 3/4" UNLEADED NOZZLE W/BLACK HAND WARMER	\$53.00	each
NOZZLE TAG EMCO VAPOR RECOVERY	\$62.56	each
NOZZLE UNLEAD BAL RBLT EXCH	\$102.00	each
OBD PASS-THRU CABLE	\$31.97	each
Overfill/Spill Containment Certification	\$35.00	each
PROKEE BOARD ASSY	\$74.29	each
RFID INTERFACE MODULE	\$33.91	each
Tank Tightness, Line Tightness and Leak Detector	\$300.00	each

Attachment E - Additional Information

Provide the published price list for the manufacturers offered. Price list's may be catalog(s), CD-ROM (excel formatted) or website access. Do not use the term "current pricing". Additional lines are provided for you to include other manufacturers not listed. **It is very important to provide the information it is part of the evaluation criteria.**

MANUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNTS OFFERED
FUEL MASTER	02/2012	list	8%
GASBOY	02/2012	list	10%
DRESSER WAYNE	03/2012	list	20%
AIM2 MODULE KIT COMPLETE	02/2012	list	5%
VEEDER ROOT TANK MONITORING EQUIPMENT & ACCESSORIES	02/2012	list	5%
MORRISON	02/2012	list	20%
*EFFECTIVE 03/01/16	06/2015	list	10%
*CENTRON			

ASR numbers reference section 2.1.1)	01141 and another tech scheduled September class
AIM Module Kits Complete Installation cost (reference section 2.2 thru 2.2.6)	175.00
Business hours and dispatch phone number (reference section 2.5)	7:30-4:30 M-F and 24/7 on call 602-415-3394
Warranty (reference section 2.13)	manufacturers or 90 days - whichever is longer
Return policy (reference section 2.14)	no return special ordered items - 25% on non stock items

EATON SALES & SERVICE LLC, 3420 WEST WHITTON AVENUE PHOENIX AZ 85017

Are you certified with ADEQ?	yes
If yes, certification number shall be provided	T0006-ADEQ plus multiple others

PRICING SHEET: NIGP CODE 92843

Vendor Number: 2011000726 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2015 2018:**

LEGAL CONTRACTING INC, 7238 WEST PALO VERDE, PEORIA, AZ 85345

COMPANY NAME: Legal Contracting Inc.
 DOING BUSINESS AS (DBA) NAME: Legal Contracting Inc.
 MAILING ADDRESS: 7238 W. Palo Verde Peoria, AZ 85345
 REMIT TO ADDRESS: 7238 W. Palo Verde Peoria, AZ 85345
 TELEPHONE NUMBER: 623-773-9017
 FACSIMILE NUMBER: 623-773-9017
 WEB SITE: www.legalcontractinginc.com
 REPRESENTATIVE NAME: Perry Keilman
 REPRESENTATIVE TELEPHONE NUMBER: 480-650-6978
 REPRESENTATIVE E-MAIL: pkeilman@legalcontractinginc.com

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

NET 30 DAYS

FIRST CALL

Product Code	Title	Price	Unit
HUS0087	1" SWIVEL -MULTI-PLANE HI FLOW	\$38.55	each
HOS6.0BAL	6' BALANCE HOSE W/O VENTURI	\$130.89	each
244058	6-PIN OBD TRUCK CABLE	\$39.95	each
941B0504A	9-PIN J1939 OBD TRUCK CABLE	\$97.13	each
941B0420A	AIMS2 MODULE	\$212.99	each
	ATG Monitor Certification	\$140.00	each
	Annual Stage II Vapor Recovery Test	\$98.00	each
OPW66RB-2000	BREAKAWAY 1" RECONNECTABLE	\$94.56	each
OPW66V-0300	BREAKAWAY 3/4" SINGLE USE	\$29.96	each
MORRISON 918	CLOCK ALARM GAUGE	\$763.00	each
941B0410A	EXTENSION CABLE RFID 15'	\$23.30	each
941B0410C	EXTENSION CABLE RFID 30'	\$31.30	each
941B0153C	FILLER NECK RING 2.25"	\$35.05	each
941B02318	FILLER NECK RING 2.27"	\$35.05	each
941B0168C	FILLER NECK RING 4.75"	\$45.41	each
RED323-001	FUNCTIONAL ELEMENT KIT	\$144.80	each
na	Field Service Call fee normal hours (service charge)	\$60.00	each
na	Field Service Normal Hourly Rate	\$60.00	hour
na	Field Service after normal business hours hourly rate	\$75.00	hour

LEGAL CONTRACTING INC, 7238 WEST PALO VERDE, PEORIA, AZ 85345

na	Field service call fee after hours (service charge)	\$70.00	each
na	Fuel Surcharge	\$0.00	each
OPW7HHB	HI FLOW DIESEL NOZZLE AUTO SHUT OFF W/GREEN	\$117.25	each
na	Mileage	\$1.08	mile
OPW11BP	NEW 3/4" UNLEADED NOZZLE W/BLACK HAND WARMER	\$59.89	each
SYN941B0240	NOZZLE TAG EMCO VAPOR RECOVERY	\$66.88	each
EMCO4015-004	NOZZLE UNLEAD BAL RBLT EXCH	\$172.89	each
243256A	OBD PASS-THRU CABLE	\$34.95	each
	Overfill/Spill Containment Certification	\$84.00	each
SYN236845-10	PROKEE BOARD ASSY	\$79.12	each
941B0405	RFID INTERFACE MODULE	\$36.25	each
	Tank Tightness, Line Tightness and Leak Detector	\$335.00	each

ADDED EFFECTIVE 09-06-2013

Model	Product Name	Unit Price	Unit of Measure
T550ED	EVO Tank Monitoring Console	\$3,748.50	Each
TS-PBR	Input Probe Module	\$616.00	Each
TS-2WSNS	Input Sensor Module	\$642.63	Each
TSP-IGF2	Unleaded Probe Float	\$187.31	Each
TSP-IDF2	Diesel Probe Float	\$187.31	Each
TSP-C2A	Install Kit (Probe)	\$134.25	Each
TSP-LL2-77-I	Tank Level Probe (AST)	\$928.25	Each
TSPULS	Interstitial Leak Sensor	\$177.42	Each
TSPKI2	Leak Sensor Install Kit	\$79.89	Each
TS-RA1	Overfill Alarm (Light/Horn)	\$376.45	Each
TS-RK	Alarm Acknowledge Switch	\$273.56	Each
12090-S	Training	\$60.00	Each
Start-up	Start-up	No Charge	

Attachment E - Additional Information

Provide the published price list for the manufacturers offered. Price list's may be catalog(s), CD-ROM (excel formatted) or website access. Do not use the term "current pricing". Additional lines are provided for you to include other manufacturers not listed. It is very important to provide the information it is part of the evaluation criteria.			
MANUFACTURER	PRICE LIST DATE	PRICE COLUMN TO BE USED	DISCOUNTS OFFERED
FUEL MASTER	2-2012	ALL	10%
GASBOY	2-2012	ALL	10%

LEGAL CONTRACTING INC, 7238 WEST PALO VERDE, PEORIA, AZ 85345

DRESSER WAYNE	N/A		%
AIM2 MODULE KIT COMPLETE	2-2012	ALL	10%
VEEDER ROOT TANK MONITORING EQUIPMENT & ACCESSORIES	2-2012	ALL	5%
MORRISON	2-2012	ALL	28%
FILL RITE	1-2012	ALL	14%
EMCO WHEATON	9-2011	ALL	11%
OPW	3-2012	ALL	13%
HEALY	1-2012	ALL	8%
VERIFONE	N/A		%
GOODYEAR	N/A		%
POMECO	3-2012	ALL	13%
CIM-TEK	6-2011	ALL	28%
RED JACKET	2-2012	ALL	10%

HUSKY	N/A		%
PETRO CLEAR	2-2012	ALL	30%

ASR numbers reference section 2.1.1)	1001
AIM Module Kits Complete Installation cost (reference section 2.2 thru 2.2.6)	\$ 126.00
Business hours and dispatch phone number (reference section 2.5)	6AM-5PM M-F 623-773-9017
Warranty (reference section 2.13)	1-YEAR PARTS & LABOR
Return policy (reference section 2.14)	PER CONTRACT INSTRUCTION
Are you certified with ADEQ?	YES
If yes, certification number shall be provided	INR0093, D00102

LEGAL CONTRACTING INC, 7238 WEST PALO VERDE, PEORIA, AZ 85345****EFFECTIVE 08/25/16****

In addition to the sites listed in section 2, Legal Contracting has agreed to services the locations below at the same rates and terms:

NAME	ADDRESS	TANK SIZE	INSTALLED	USAGE
Emergency Management	2035 N. 52 nd Street	2,500	1993	2100
Sheriff's Office Headquarters	550 W Jackson Street	5,000	2013	2900
South East Court	222 E. Javelina, Mesa, AZ	550	1989	1000
South Court tower	175 W. Madison	8,000	2010	1200

PRICING SHEET: NIGP CODE 92843

Vendor Number: 2011002506 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2015 2018.**

FUEL STATION SERVICE AND PARTS

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to create a multiple award, full service contract for the County's Fuel Stations to include service and repairs (**time and materials**), replacement parts, annual tank testing and other related items. The fuel stations operate by the FuelMaster and Automated Information Management (AIM2) System.

Maricopa County does not guarantee a specific volume of business, or any business. This contract is to be utilized on an **"as required"** basis. The County reserves the right to award in whole, part or multiple, whichever is in the best interest of the County. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by a purchase order or procurement credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.27 and 2.28, below).

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

2.0 SPECIFICATIONS:

2.1 CERTIFICATIONS:

The contractor's technicians performing the service call must hold an Authorized Service Representative (ASR) number assigned by Syn-Tech / FuelMaster to be authorized to service / repair FuelMaster equipment and Automated Information Management System (AIM2), no exceptions.

2.1.1 The contractor(s) are to provide all their technician's names and their ASR numbers and AIM2 certification. If this information is not submitted it may result in rejection of your bid and considered non-responsive.

2.1.2 If the contractor's certified technicians are no longer employed with the company, the County must be notified immediately via email or fax. All service related calls involving FuelMaster and AIM2 equipment will be cancelled until certified technicians are in place. All other service and repairs will continue.

2.1.3 The contractor(s) are to only bid on the categories certified, capable and equipped to perform service.

2.1.4 The contractor(s) must be an authorized / certified distributor of manufacturers listed herein. The County will verify certifications and authorization with Syn-Tech / FuelMaster and the other manufactures.

2.2 AIM2 KIT INSTALLATION:

The County may request the contractor(s) to install the AIM2 Module Kits Complete (AIM module, OBD cable, filler neck ring with cable) in the County fleet. The contractor(s) certified to offer installation shall provide a flat rate cost plus the cost for the AIM2 Module Kits Complete.

2.2.1 The County can only provide the vehicle application at the time of request.

2.2.2 The installation cost must be a flat rate not hourly rate. The contractor(s) may offer more than one flat rate for a vehicle application; the County asks that you define your method of pricing in the space provided on the pricing page.

- 2.2.3 The County may request installs to be done on a weekend (i.e. Saturday). Explain if there will be any cost difference.
- 2.2.4 The contractor(s) shall list the number of vehicle capable of completing in one business day per person.
- 2.2.5 All installs shall be at the main shop of Equipment Services Department at 3325 West Durango Street, Phoenix, Arizona 85009. The County will provide the space and electricity necessary to complete the install.
- 2.2.6 The contractor(s) is responsible for all tools, supplies, mileage, supervision and transportation required to complete the installation at no cost to the County.

~~2.3 IDENTIFICATION:~~

~~The contractor's technician(s) shall be identified by a company identification badge at all times, no exceptions.~~

2.4 SERVICE TRUCKS:

The contractor(s) service truck(s) shall have the company name listed on both sides of the truck(s). Service truck(s) shall be fully equipped with all parts, tools, equipment required to complete the repairs at no cost to the County.

2.5 BUSINESS HOURS:

The County's normal business hours are Monday through Friday from 5:00 a.m. to 4:30 p.m. All fuel sites are open twenty-four (24) hours seven (7) days a week including holidays. Service calls made after normal business hours are considered after hours or emergencies, which includes weekend (Saturday and Sunday) and Holidays.

2.6 FIELD TECHNICIANS HOURLY RATES:

The County has multiple fuel sites as listed herein. The contractor(s) must be available twenty-four (24) hours seven (7) days week including holidays. The contractor shall provide the following information:

- Business hours
- Normal business hours for field service
- Field service call rate (if applicable)
- Field service calls hourly rate during normal business hours
- Field service calls hourly rate afterhours
- Mileage (if applicable)
- Fuel surcharge (if applicable)

2.6.1 **Services and repairs shall be billed on a time and materials basis.**

2.6.2 All service calls after normal business hours must list the name of the County's designated employee requesting the service on the invoice in order to approve invoice payment.

2.7 DEFINITIONS:

- 2.7.1 Hourly rate – the time it takes to complete the service / repair. The contractor shall utilize ½ hour increments.
- 2.7.2 Afterhours / emergency / holiday / weekend hourly rate – services render after normal business hours (5:00 a.m. to 4:30 p.m.).

- 2.7.3 Field technician service call rate - a onetime / one way charge in route to the County site minimum one (1) hour.
- 2.7.4 Mileage or Fuel Charge (if applicable) - the 1st 50 miles are free to the County site before mileage rate is applied or select a one-time flat rate fuel surcharge.

2.8 RESPONSE TIME:

The contractor(s) must response within one (1) hour of notification from the County. Reasonable delays may be considered due to weather, road closures, detours and unforeseen circumstances.

- 2.8.1 The service request must be completed same day of notification unless other arrangements were made by Fuel Coordinator or designated employee.
- 2.8.2 If the contractor cannot comply with these requirements the County shall be notified immediately (602-506-4481 or 506-8693) to make other arrangements.
- 2.8.3 The field technician is required to contact the Fuel Coordinator or designated employee to inform them the repair has been completed.
- 2.8.4 The contractor's Field Technician must have the ability to communicate with the Fuel Coordinator or designated employee via mobile telephone or other like equipment.
- 2.8.5 The invoices shall be submitted within two (2) business days from date of service.

2.9 FUEL SITES:

These fuel sites are all maintained by the County and are part of this contract.

- 2.9.1 Equipment Service Department - Durango-3325 W Durango Street, Phoenix, 85009 (underground tank)
- 2.9.2 Equipment Service Department - Downtown-120 S 4th Ave, Phoenix, 85003 (underground tank)
- 2.9.3 Equipment Service Department - Mesa-155 E Coury, Mesa, 85210 (underground tank)
- 2.9.4 Equipment Service Department - Surprise-16821 N Dysart Rd, Surprise, 85374 (underground tank)
- 2.9.5 Equipment Service Department - Buckeye-26449 W MC Road 85, Buckeye, 85326 (aboveground tank)
- 2.9.6 Estrella Mountain Park - 15099 W Casey Abbott Dr. North, Goodyear, 85338 (aboveground tank)
- 2.9.7 Lake Pleasant Regional Park - 41835 N Castle Hot Springs Rd, Morristown, 85342 (aboveground tank)
- 2.9.8 Bartlett Lake - Bartlett Rd 8 miles E of Cave Creek Rd, Scottsdale, 85262 (aboveground tank)
- 2.9.9 Cave Creek Recreation Area - 37019 N Lava Lane Cave Creek, 85331 (aboveground tank)
- 2.9.10 McDowell Mountain Regional Park - 15612 E Palisades Dr., Fountain Hills, 85269 (aboveground tank)

- 2.9.11 Usery Mountain Recreation Area - 3939 N Usery Pass Rd, Mesa, 85207 (aboveground tank)
- 2.9.12 White Tank Mountain Regional Park - 13025 N White Tank Mountain Rd, Waddell, 85355 (aboveground tank)
- 2.9.13 Flood Control N Yard - 9602 N 21st Drive Phoenix, 85021 (aboveground tank)
- 2.9.14 Sheriff's Office Substation - 920 E Van Buren, Avondale, 85323 (aboveground tank)
- 2.9.15 Blue Point Substation - 7519 N Usery Pass Rd, Mesa, 85263 (aboveground tank)
- 2.9.16 Maricopa County Transportation New River Maintenance Facility, 418835 N New River, New River 85087

2.10 BLANKET PRICING:

Material to be purchased against this contract covers a wide variety of replacement parts/supplies, accessories and components. Contractor(s) shall provide price sheets for each product offered to provide the greatest coverage of related products. Submit price list(s) by catalog books, CD-ROM (formatted without needing a license to open; i.e. excel spreadsheet format), or Internet access. DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION.

2.11 REPLACEMENT PARTS:

The County's fuel stations must be operational at all times. The contractor(s) shall stock inventory on normal operating fuel station parts (i.e. nozzles, pumps, valves & fittings, filters, hoses/hoses adapters, breakaways, meters, etc.) to include the underground and above ground storage tanks operating parts.

- 2.11.1 There shall not be any delays in repairs due to out of stock on parts unless there is a manufacturer back order and proof of such must be submitted or any unforeseen circumstance out of our control.
- 2.11.2 The County is not responsible for any expedited or special freight (i.e., overnight, 2nd day airfreight, etc.) on parts. The contractor(s) is responsible are all costs to receive any part required to complete a repair.
- 2.11.3 Any expedited freight / special orders requested by the County shall be authorized by the County's Fuel Coordinator or designated employee and that person's name must be listed on the invoice in order to authorize the freight charges.
- 2.11.4 All replacement parts must be itemized and unit cost must reflect discount pricing (if any) on all invoices.

2.12 PRODUCT DEFINITION:

Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items offered shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

2.13 RETURN POLICY:

The County's return policy is as follows.

- 2.13.1 No minimum quantities or minimum values on the return part(s) are allowed.
- 2.13.2 The invoice shall reflect the original purchase price for each part returned.

- 2.13.3 All credit shall reference original invoice or return slip number.
- 2.13.4 The County’s working conditions may cause the original packaging to be altered but no damage to the part(s). The contractor shall accept the part(s) for a full credit.
- 2.13.5 The County accepts responsibility for a restocking fee (if applicable), if a special order part is ordered and received than cancelled / returned. If the County has not received the part no restocking fee is allowed.
- 2.13.6 Damaged, broken or unsealed packages shall not be accepted.
- 2.13.7 The contractor(s) return policy shall not override any portion of the County’s return policy.

2.14 ANNUAL UNDERGROUND AND ABOVE GROUND TANK TESTING:

The Annual Stage II Vapor Recovery testing for six (6) County fuel sites, mandated under the Arizona State guidelines (A.R.S. §49-1001 through 49-1093). The contractor shall provide all labor, supplies, mileage, supervision, transportation, test equipment required to perform and pass the tests at no cost to the County.

FUEL SITE	PRODUCT	TANK	SIZE
Durango-3325 W Durango Street, Phoenix	DIESEL	FIBERGLASS	12,000
Durango-3325 W Durango Street, Phoenix	UNLEADED	FIBERGLASS	12,000
Downtown-120 S 4th Ave, Phoenix	DIESEL	FIBERGLASS	12,000
Downtown-120 S 4th Ave, Phoenix	UNLEADED	FIBERGLASS	12,000
Mesa-155 E Coury, Mesa	DIESEL	FIBERGLASS	10,000
Mesa-155 E Coury, Mesa	UNLEADED	FIBERGLASS	10,000
Surprise-16821 N Dysart Rd, Surprise	DIESEL	FIBERGLASS	12,000
Surprise-16821 N Dysart Rd, Surprise	UNLEADED	FIBERGLASS	12,000
Buckeye-26449 W MC Road 85, Buckeye	UNLEADED	ABOVE GROUND	2,000
Buckeye-26449 W MC Road 85, Buckeye	UNLEADED	ABOVE GROUND	2,000
Buckeye-26449 W MC Road 85, Buckeye	UNLEADED	ABOVE GROUND	2,000
Avondale - 920 E Van Buren, Avondale	UNLEADED	ABOVE GROUND	1,000

*** Tanks are above ground and not vented together**

- 2.14.1 The contractor shall coordinate the dates, time and fuel sites with the Fuel Coordinator (602-506-4481) and the Arizona Department of Weights & Measurement (602-451-2969) before conducting the Stage II Vapor Recovery Test. All parties must be present.
- 2.14.2 The State legislation requires certification of Underground Storage Tanks (UST) service provider with Arizona Department of Environmental Quality (ADEQ) **(must be certified with ADEQ to be considered for an award)**.
- 2.14.3 The contractor’s technician must have a certification I.D. number with ADEQ and proof must be submitted with your bid.
- 2.14.4 A Certification of Compliance shall be issued in the result of passing, included with data sheets stating the test methods and the results. The test are as follows:
 - 2.14.4.1 Annual Stage II Vapor Recovery Test for Unleaded only. The County is responsible for making sure enough fuel is in the underground and above ground tanks to complete the test.
 - 2.14.4.2 ATG Monitor Certification

2.14.4.3 Tank Tightness, Line Tightness and Leak Detector test for Unleaded and Diesel

2.14.4.4 *Overfill/Spill Containment Certifications where applicable. Only required if County does not have a certification on file indicating activation levels of overfill/spill or if there is any changes made to overfill prevention system.

2.14.4.5 Deadline to complete all testing is no later than December of each year.

2.14.5 HOURLY RATE AND PARTS:

The contractor shall provide an hourly rate for repairs required after testing. All testing shall be performed during normal business hours Monday through Friday 5:00 a.m. to 4:30 p.m. The County is not responsible for overtime / after-hours, weekends and holiday service. The contractor(s) shall provide parts pricing for replacement parts required to pass the tests.

2.15 CLEANUP:

The contractor(s) must maintain a safe work area. The contractor must leave the work area clean, clear and dispose of all replacement parts and trash.

2.16 SITE VISITS:

The County reserves the right to visit the contractor's facility to determine award criteria and/or during the pricing agreement period.

2.17 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.18 ACCEPTANCE:

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

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

2.19 DISCONTINUED MATERIALS:

2.19.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.19.1.1 Documentation from the manufacturer that the material has been discontinued.

2.19.1.2 Documentation that names the replacement material.

2.19.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.19.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.19.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.19.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.20 WARRANTY:

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

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

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

2.20.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.21 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.22 INVOICES AND PAYMENTS:

2.22.1 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:

Billed to:

Equipment Services
3325 West Durango St.
Phoenix, Arizona, 85009

All service and part(s) invoices shall be accompanied by a legible invoice.

1. Contract Number
2. County purchase order number
3. Work order number
4. Site Address
5. Technician(s) name
6. Arrival and completion time
7. Description of service/repair
8. Quantity and Part Numbers
9. Hourly rate w/total hours
10. Service call (if applicable)

11. Mileage or flat fuel charge (if applicable)
12. *Freight
13. Total

***Freight:** Name of the County's designated employee authorizing freight charges (reference section 2.10).

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

2.22.3 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).

2.22.4 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.

2.23 TAX:

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

2.24 MISCELLANEOUS CHARGES/FEES:

The County is not responsible for miscellaneous charges or fees (i.e., shop supplies, waste disposal, environmental fees) unless Arizona State or federally mandated.

2.25 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this contract.

2.26 FUEL COST PRICE ADJUSTMENT:

2.26.1 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.

2.26.2 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.

2.26.3 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.

2.26.4 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).

2.26.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).

2.26.6 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/>

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

2.26.7.1 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.

2.26.7.2 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.

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

2.27 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.

2.28 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services 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 expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

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

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

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

3.5 INSURANCE REQUIREMENTS

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

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

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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 \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**
- 3.5.11 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 \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 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 valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

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

3.5.14 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 **REQUIREMENTS CONTRACT:**

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

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to

and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

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

3.9 ORDERING AUTHORITY.

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

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

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

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

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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:

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

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

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

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

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. 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 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:

- 3.28.1 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,

3.28.2 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.

3.29 **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.

3.30 **POST AWARD MEETING:**

The Contractor shall 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.